

**SETTLEMENT AGREEMENT BETWEEN  
THE BOARD OF HIGHER EDUCATION  
AND  
THE MASSACHUSETTS TEACHERS ASSOCIATION/MSCA/DGCE**

This Settlement Agreement (“Settlement Agreement”) is entered into by and between the Board of Higher Education, acting through the Massachusetts State Universities, (the “BHE”) and the Massachusetts Teachers Association, acting through the Massachusetts State College Association Division of Graduate and Continuing Education (the “Association” or “MSCA”) (collectively, the “Parties”).

WHEREAS, in November 2019, the Association filed a Charge with the Department of Labor Relations, docketed as SUP-19-7687, alleging that the BHE violated Chapter 150E by failing to bargain over the implementation of employee payroll tax deductions per the Paid Family Medical Leave Act (“PFML”), Mass. Gen. Laws c. 175M, Section 1 et seq.; and

WHEREAS, on October 15, 2021, the parties reached a three-year agreement (the “Agreement”) for the term of January 1, 2021 to December 31, 2023, through successor negotiations;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereafter set down, the Parties agree as follows:

1. The BHE shall pay MSCA Division of Graduate and Continuing Education (“DGCE”) unit members one-half percent (0.5%) increase in Year 1 of the Agreement to fully satisfy any and all obligations that the BHE has or may have to the Association or its DGCE bargaining unit members pertaining to PFML contributions.
2. Upon the receipt by DGCE unit members of the aforementioned one-half percent (0.5%) increase, the Association shall amend its Charge, SUP-19-7687, filed with the Department of Labor Relations, to no longer include the DGCE unit, and subsequently withdraw Charge SUP-19-7687, should both day and DGCE unit members receive one-half percent (0.5%) in Year 1 of their respective three-year agreements reached to fully satisfy all obligations the BHE has or may have to the Association and its members pertaining to PFML contributions.
3. Until the aforementioned one-half percent (0.5%) increase has been paid, the Association shall place its Charge, SUP-19-7687, in abeyance.
4. Upon receipt by DGCE unit members of the aforementioned one-half percent (0.5%) increase, the Association shall waive its right to assert any and all claims, whether pending or to be brought, including matter SUP-19-7687, regarding the BHE’s obligation to bargain with the MSCA DGCE unit over the amount of PFML contributions to be paid by its members, and regarding any entitlement to compensation or reimbursement for PFML contributions paid since October 2019 or to be paid by its members at the maximum allowable contribution rate determined by the Department of Family and Medical Leave.
5. This Agreement shall have no precedential value and shall not be admissible in any forum, except as may be necessary to enforce the terms herein.

6. This Agreement is not an admission that the BHE violated Mass. Gen. Laws c. 150E in the manner alleged in the Charge, SUP-19-7687.

WHEREFORE, the Parties hereunder set their signs and seals as follows:

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS  
ASSOCIATION/MSCA

By: \_\_\_\_\_

By: \_\_\_\_\_

Joe Wallerstein

Christopher J. O'Donnell

Assistant Commissioner, Administration and Finance

President

Massachusetts Department of Higher Education

Massachusetts State College Association

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

James F. Birge, Chair

Council of Presidents

Date: \_\_\_\_\_