

**SETTLEMENT AGREEMENT BETWEEN
BOARD OF HIGHER EDUCATION
AND
THE MASSACHUSETTS STATE COLLEGE ASSOCIATION/MTA/NEA**

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 State College Association/MTA/NEA (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, Mass. Gen. Laws c. 175M, Section 1 et seq.; and

WHEREAS, on August 20, 2021, the parties reached a three-year agreement (the “Agreement”) for the term of July 1, 2020 to June 30, 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. Subject to an appropriation necessary to fully fund this cost item in accordance with Mass. Gen. Laws c. 150E, § 7, and allocated in accordance with the law to the accounts of the state universities, the BHE shall pay MSCA day 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 Day bargaining unit members pertaining to PFML contributions.
2. Upon the receipt by Day unit members of the aforementioned one-half percent (0.5%) increase, the Association shall amend its Charge, SUP-19-7687, so as not to include Day unit members.
3. Until the aforementioned one-half percent increase has been paid, the Association shall place its Charge, SUP The -19-7687, in abeyance.
4. Upon receipt by Day 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 Day 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: _____

Thomas Simard

Deputy Commissioner for Administration and Finance

Massachusetts Department of Higher Education

Date: _____

By: _____

Christopher J. O'Donnell

President

Massachusetts State College Association

Date: _____

By: _____

James F. Birge, Chair

Council of Presidents

Date: _____