

ARTICLE XXI - DURATION AND EXTENT

A. DURATION

This Agreement shall be in full force and effect from and after July 1, 2004; provided, however, that nothing herein contained shall be deemed to impose on the Board of Higher Education any obligation the discharge of which may require the expenditure of moneys for which an appropriation may be required to be sought pursuant to General Laws Chapter 150E, Section 7, as amended, until such time as such appropriation shall have been duly made by the General Court pursuant to the said provision of the General Laws, and until such time as moneys so appropriated in the amounts requested by the Board of Higher Education pursuant to the said Section 7 shall have been allocated to the appropriate accounts of the College; provided further that nothing herein contained shall be deemed to impose on the Board of Higher Education or on any College any obligation to expend any moneys (except as is provided in Section D of this Article XXI) pursuant to Article XIII or otherwise until the requirements of the foregoing proviso shall have been fulfilled; and provided further that, notwithstanding the foregoing, whenever the General Court shall not have acted pursuant to the said provision, or whenever such moneys have not been so allocated, and the Board of Higher Education, shall have moneys allocable to the discharge of any obligation herein contained and any such moneys shall, at the sole discretion of the Board of Higher Education, have been so allocated, such obligation shall be discharged in such measure as such moneys so allocated permit.

If, in respect of this Agreement,

- a. the Governor shall have failed to recommend that the General Court appropriate all the moneys requested by the Board of Higher Education to fund the incremental cost items of this Agreement, all as is provided in General Laws Chapter 150E, Section 7, as amended; or
- b. the Governor shall have otherwise failed to approve such request of the Board of Higher Education in accordance with the provision of any other law; or
- c. the General Court shall have failed, on or before December 31, 2005, to appropriate the moneys so recommended and so requested, whether pursuant to the provisions of the said Section 7 or otherwise; or
- d. the moneys so requested or approved and so appropriated shall not have been allocated to the appropriate accounts of each College by April 1, 2006,

the Association shall have the right, upon thirty (30) days' written notice to the Board of Higher Education, to require that the parties to this Agreement shall resume collective bargaining pursuant to the provisions of General Laws Chapter 150E; provided, however, that whenever such notice shall have been duly given, the cost items contained in this Agreement for which an appropriation has been requested, shall be null and void and shall be of no force and effect from and after the date on which such notice shall have effect.

This Agreement shall expire at midnight on June 30, 2007. Either party may give notice to the other requiring commencement of negotiations for a successor agreement not sooner than January 15, 2007, and upon such notice the parties shall commence such negotiations not later than March 30, 2007.

If an agreement shall not have been reached by June 30, 2007, this Agreement shall continue in full force and effect until the fifth (5th) day following receipt of written notice given by either party to the other of its intention to terminate this Agreement. Notice to the Association shall be given to the President of the Association. Notice to the Board of Higher Education shall be given to the Chair of the Council of Presidents.

B. EXTENT

The Board of Higher Education and the Association acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, which shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Board of Higher Education and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any term or condition of this Agreement; nor shall any duty or responsibility not required or permitted as of the date of execution of this Agreement be added to the workload or be assigned to any unit member without prior consultation with the Chapter President and negotiation with the Association, if so requested by the President of the Association.

Nothing in this provision shall be deemed to prohibit the parties to this Agreement from conducting negotiations during the term thereof regarding the impact on the terms and conditions of service of any member or members of the bargaining unit caused by any decision of the Board of Higher Education or its successor in interest or by the enactment of law to close any College or to merge any College with any other educational institution.

The provisions of this Section B are not intended, nor are they to be deemed, to vest in the Association any right to initiate negotiations concerning any matter, except as hereinbefore provided; nor are they to be construed to be a maintenance of standards clause grandfathering all past practice.

C. COST ITEMS AND APPROPRIATION

1. The cost items contained in this Agreement are specifically subject to additional, complete and identifiable appropriation by the General Court and shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7, and allocated in accordance with law to the accounts of the several State Colleges, in which case the cost items shall be effective on the dates provided in this Agreement.
2. All bargaining unit members shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of institute, grant or contract unit members, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.
3. The Board of Higher Education shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event that the additional, specific, complete and identifiable funding in each year of this agreement is not fully provided, the remaining cost items shall be returned to the parties for further bargaining.

D. CONTINUED EFFECT OF CERTAIN PROVISIONS

During academic years (or any parts thereof) that fall within any period following the expiration of the Agreement and preceding the execution and funding of a new or extended agreement, members of the bargaining unit will participate in decision-making pursuant to Article VII. This undertaking is given in consideration of each College's undertaking to continue during such academic years and parts thereof to do the following:

1. to pay promotion increases, terminal degree adjustments and department chair stipends in accordance with the applicable provisions of this Agreement;
2. to apply the Minimum Salary Formula prescribed by Article XIII and grant any salary increases prescribed thereby;

3. to expend not less than five-tenths of one percent (0.5%) of the applicable unit payroll each year for salary increases under Article VIII-C (Alternative One); and
4. to make professional development moneys available to full-time unit members and salaried part-time unit members in a per capita amount based on one percent (1%) of the AA unit payroll in accordance with the procedures in Article XIV, Sections A and G (4) and (5).

E. CONTINGENT IMPLEMENTATION

The following provisions of this Agreement shall be and become enforceable only when there shall have been enacted into law an appropriation of the moneys needed to fund (with such supplementary moneys as the Colleges may make available for the purpose) the provisions of Article XIII that have effect for fiscal year 2005:

1. Article VII: the provisions of Article VII other than those contained in its Appendix A.
2. Article VIII:
 - e. Section D(1)(a);
 - f. Section D(2)(a); and
 - g. Section H, but only as it differs from the provisions of Article VIII, §H, of the predecessor agreement to this Agreement.
3. Article VIII-C: the provisions of Article VIII-C, but only as they differ from the provisions of Article VIII-C of the predecessor agreement to this Agreement.
4. Article IX: Section A (2), (5) and (6), but only as the provisions thereof differ from the corresponding provisions of Article IX, §A, of the predecessor agreement to this Agreement.
5. Article X:
 - h. Section C, but only as the provisions thereof differ from the provisions of Section C(5), (6), (7), (8), (9) and (10) of Article X of the predecessor agreement to this Agreement; and
 - i. Section E, but only as the provisions of its subsections 1(a) and 3(a) differ from the provisions of Section E(1)(a) and (3)(a) of Article X of the predecessor agreement to this Agreement.
6. Article X-A:

- j. Section C, but only as the provisions of its subsection 1(a) differ from the provisions of subsection 1(a) of Section C of Article X-A of the predecessor agreement to this Agreement; and
 - k. Section F, but only as the provisions of its subsection 1 differ from the provisions of Section F(1) of Article X-A of the predecessor agreement to this Agreement.
7. Article XI: Section D(2)(c).
 8. Article XII: Section A(3)(d).
 9. Article XX: Section M.