

SECOND MEMORANDUM OF AGREEMENT FOR A COLLECTIVE BARGAINING
AGREEMENT FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2020
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND THE
MASSACHUSETTS STATE COLLEGE ASSOCIATION/MTA/NEA

WHEREAS, the Board and the Association are parties to a collective bargaining agreement executed on July 1, 2014 (the "2014 Agreement");

WHEREAS, the parties executed a Memorandum of Agreement ("the Initial Memorandum") concerning a successor Agreement to the 2014 Agreement on June 20, 2018 and July 9 and 17, 2018;

WHEREAS, the Commonwealth Executive Office of Administration and Finance returned the Initial Memorandum to the parties for further bargaining on or about December 13, 2018;

WHEREAS, the parties engaged in further negotiations on February 20, 2019 and March 4, 2019; and reached an agreement that was ratified by the MSCA membership; and,

WHEREAS, the parties now wish to record and give effect to the results of their negotiations for purposes of seeking funding, and they may further refine this Second Memorandum and the Initial Memorandum by incorporating the changes into a comprehensive document.

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

1. All provisions of the 2014 Agreement not amended by the Initial Memorandum and this Second Memorandum shall remain in full force and effect from July 1, 2017 through June 30, 2020.
2. Paragraph 6 (b) of the Initial Memorandum is deleted.
3. Paragraph 11 (b) of the Initial Memorandum is deleted. The Table of Equivalencies in the 2014 Agreement is not amended.
4. Paragraph 12(a) of the Initial Memorandum is affirmed.
5. Paragraph 12 of the Initial Memorandum is amended by deleting Paragraph 12 (b) and Paragraph 12 (c).
6. Paragraph 14 of the Initial Memorandum is amended as stated below:

Amend Art. XX, C(10) to read as follows:

“Except at the Massachusetts College of Art and Design, not more than fifteen percent (15%) of the university’s total number of three (3)-credit and four (4)-credit courses and sections shall be taught by part-time employees during an academic year.

“At the Massachusetts College of Art and Design, not more than twenty percent (20%) of the total number of three (3)-credit courses shall be taught by part-time employees during an academic year.


“Notwithstanding the two paragraphs above, until the start of the Spring semester in January of 2020, the numerical limitation upon appointment of part-time employees at each university shall be the percentages described above, or the percentage of part-time faculty appointed during the fall 2017 semester as determined in accordance with this subsection, whichever percentage is greater. With effect at the start of the Spring 2020 semester, Art. XX, C(10) as it appears in the 2014 Agreement shall again become effective.

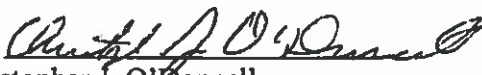
“Not included in the foregoing are courses or sections taught by part-time employees hired to replace unit members on any leave of absence; on reduced teaching loads for the purposes of alternative professional responsibilities; on Association release time or any other contractual released time; or any unforeseen emergency.”

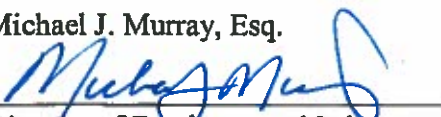
WHEREFORE, the parties hereto hereunder set their signs and seals as follows:

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS
ASSOCIATION/MSCA

By: 
Carlos E. Santiago
Commissioner of Higher Education
Date: 4/10/19

By: 
Christopher J. O'Donnell
President, Massachusetts
State College Association
Date: 4/9/19

Michael J. Murray, Esq.

Director of Employee and Labor
Relations
Date: 4/10/19