



Prelude to Bargaining

Patricia V. Markunas, MSCA President

It's hard to believe that both collective bargaining agreements for which the MSCA is responsible will expire in the upcoming year and that negotiations will resume for both contracts early next semester.

The MSCA (day) Bargaining Committee, chaired by Brad Art (Westfield/MSCA), has been meeting since October to prepare to resume the negotiations on distance education, technology and intellectual property rights that were suspended last spring. The Committee has distributed a survey about these issues to the membership this semester, with a return deadline of December 20th. Negotiations are scheduled to resume on January 15th.

A comprehensive survey about the entire day contract is in production and will be distributed to the membership in January. The MSCA day contract expires on June 30, 2003, and general contract negotiations are scheduled to begin early in March.

Members of the day Bargaining Committee are also in the process of visiting the campuses to hear directly from members what their concerns are for the upcoming negotiations. For information about the meeting for your campus, please contact your local chapter president or Bargaining Committee representative.

The MSCA-DGCE Bargaining Committee, chaired by David Twiss (Worcester/MSCA), has distributed two surveys to the DGCE membership: one survey for members who are also members of the MSCA day unit, and a second one for members who teach in DGCE, only. Negotiations are scheduled to begin in February; the DGCE contract expires on August 31, 2003.

Your input into the process of negotiations at this, the proposal development stage, is crucially important to assist both Bargaining Committees in their representation of members at the bargaining tables. Every suggestion submitted by any member will be carefully considered for possible inclusion in the proposal.

Please take the time to complete and return the bargaining surveys that have been or will be distributed to you. Thank you.

Faculty/Librarian Spotlight

SSC Art Gallery Features Campus Views



Surface, color photograph 2002

Kim Mimnaugh teaches photography courses part-time at Salem State College and the Massachusetts College of Art. She recently exhibited her insightful photographs of the Salem campus in the Winifsky Art Gallery there (see story on Page Four). A Texas native, Mimnaugh earned her MFA in photography from Mass Art in 1996. Her work has appeared in the Boston Globe and Boston Magazine; she is a 1997 recipient of a prestigious award from the New England Foundation for the Arts.

Grievance Procedures and Weingarten Rights

In this article, Frank Minasian, who has chaired the the MSCA statewide Grievance Committee since its origin in 1978, provides essential information for faculty and librarians about their rights under our collective bargaining agreements (both Day and DGCE). Minasian outlines the basic procedures for filing and following through on a work place grievance. These procedures are described more fully in the contracts. Minasian also informs readers about their rights to union representation when management may be considering disciplinary actions. These rights, called Weingarten Rights, are assured through Massachusetts collective bargaining law, Chapter 150E. They are described in greater detail on the MSCA web page, <www.mscaunion.org>. Each faculty member and librarian should possess a copy of the current contracts (2001-2003). To request them, please call your chapter office.

—ed.

Frank S. Minasian, Chair, MSCA Grievance Committee

After the contract is negotiated and ratified, it is primarily up to the individual and to the Chapter to make the contract work. This is done in several ways, one of the most effective being the grievance procedure.

Many top management positions at the colleges have new personnel in place who are charged with co-administering and enforcing provisions of our collective bargaining agreements, but who have little experience in this area. This means that we must be vigilant about enforcing the contracts. The best way to protect our rights is to be familiar with the enforcement mechanisms in the contracts and the law.

What Is A Grievance?

One must always remember what a grievance is: it is a breach of the contract, nothing more and nothing less. Unit members may encounter situations that they do not like, but unless the situation violates the contract, it is not cause for a grievance. Take for example the evaluation process: one has a grievance only if contractually improper materials or procedures have been used, or if the evaluation is arbitrary or capricious or in bad faith. Otherwise, even if the content of the evaluation is negative, it is contractually permissible and therefore does not violate the contract. If the contract is not violated, there is nothing to grieve.

All unit members have the right and obligation to file a grievance when the contracts have been breached by the Employer. It is therefore important that all unit members become acquainted with what is in the

contracts, particularly areas such as academic freedom (Day - Article V, DGCE - Article IV), evaluation (Day - Article VIII, DGCE - Article IX), tenure (Day - Article IX), and appointment and promotion (Day - Article XX, DGCE - Article VI). Questions regarding interpretation should be directed to your Chapter's grievance representative or Chapter President.

Timing is important. A faculty member or librarian has only ten days to file a grievance after the unit member has become aware or should have been aware of a contractual violation.

Another point to remember about grievances is that it is vital that all evidence be collected and evaluated for accuracy. Your representatives cannot help you if they operate blindly. In addition to your chapter representative, I am available to answer questions about a grievance or potential grievance, and we have MTA consultants (one for the Day contract, one for the DGCE contract) to assist in identifying grievances.

The Grievance Procedure

The grievance procedure is set forth in Article XI in the Day contract and Article X in the DGCE contract. The grievance procedure calls for specific steps to be followed within a specific time frame. Step I is informal. The grievant and the grievance representative meet with the Vice President of Academic Affairs (or designee). To be valid, the grievance must be filed within ten working days from the occurrence of the

continued on page 3

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Salary Database Up and Running

Patricia V. Markunas, MSCA President

The MSCA Database Committee, chaired by C. J. O'Donnell (Mass Maritime Academy/ MSCA), has been active since January 2001 in reviewing and updating the MSCA Salary Database for use in research and contract enforcement. Accompanying this brief article are some results of those efforts: salary statistics from the Spring 2002 semester for full-time tenure-track faculty, tenure-track librarians, and faculty and librarians who hold temporary full-time appointments.

The MSCA Salary Database is invaluable as a resource to insure that members are compensated in accordance with the collective bargaining agreement. As members may know, the salary figures that were generated by management for use in the calculation of the September 2002 merit bonuses were found to have serious errors to the detriment of the membership; these errors were identified and corrected, to the direct financial benefit of the entire full-time membership.

The Database was also used to review and verify the salary figures used to determine the October 2001 merit bonuses and the per capita amounts of professional development monies last year and this year. In every instance the membership as a whole benefitted financially from this review.

Currently underway is a comprehensive audit of the pay increases that were implemented under the current agreement. When this work is completed, we expect that many members on each campus will receive substantial retroactive and prospective corrections to their salaries.

The Database is funded through a grant from the MTA Research Division. A more complete report on the work of the Committee will be published in the January issue of the *MSCA Perspective*.

MSCA Perspective

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Salary Reports for Spring Semester 2002

MSCA Salary Database Committee

Nine-month Tenure-track Faculty

Sex/Rank	Members	Minimum	Maximum	Average	Median
Female	23	\$34,722.20	\$53,911.81	\$44,009.11	\$45,279.52
Male	7	\$33,552.17	\$51,886.64	\$43,789.06	\$46,051.20
INSTRUCTOR	30	\$33,552.17	\$53,911.81	\$43,957.76	\$45,455.31
Female	212	\$35,282.65	\$69,973.03	\$46,942.14	\$45,670.56
Male	212	\$32,500.00	\$68,858.92	\$47,239.63	\$45,490.90
ASSISTANT	424	\$32,500.00	\$69,973.03	\$47,090.88	\$45,659.90
Female	144	\$47,086.77	\$73,073.00	\$54,778.64	\$53,444.49
Male	204	\$43,246.32	\$78,858.55	\$57,015.09	\$55,700.58
ASSOCIATE	348	\$43,246.32	\$78,858.55	\$56,089.66	\$54,832.96
Female	215	\$52,304.45	\$90,398.26	\$64,225.77	\$63,769.16
Male	368	\$51,456.08	\$104,177.12	\$68,476.95	\$68,970.72
PROFESSOR	583	\$51,456.08	\$104,177.12	\$66,909.19	\$66,852.76
Female	5	\$41,341.56	\$50,306.88	\$45,600.46	\$46,258.16
Male	1	\$41,853.50	\$41,853.50	\$41,853.50	\$41,853.50
UNKNOWN	6	\$41,341.56	\$50,306.88	\$44,975.97	\$44,469.36
TOTAL	1391	\$32,500.00	\$104,177.12	\$57,571.81	\$57,384.08

Tenure-track Librarians

Sex/Rank	Members	Minimum	Maximum	Average	Median
Female	1	\$47,139.04	\$47,139.04	\$47,139.04	\$47,139.04
LIBR ASST	1	\$47,139.04	\$47,139.04	\$47,139.04	\$47,139.04
Female	3	\$33,208.24	\$39,500.00	\$35,915.80	\$35,039.16
Male	1	\$39,000.00	\$39,000.00	\$39,000.00	\$39,000.00
LIBR ASSOC	4	\$33,208.24	\$39,500.00	\$36,686.85	\$37,019.58
Female	8	\$37,877.84	\$44,928.00	\$42,237.30	\$41,905.39
Male	1	\$37,500.32	\$37,500.32	\$37,500.32	\$37,500.32
ASST LIBR	9	\$37,500.32	\$44,928.00	\$41,710.97	\$41,557.52
Female	16	\$39,099.32	\$63,894.48	\$49,616.59	\$50,033.62
Male	4	\$41,509.52	\$61,328.80	\$52,201.63	\$52,984.10
ASSOC LIBR	20	\$39,099.32	\$63,894.48	\$50,133.59	\$50,284.78
Female	6	\$49,010.17	\$53,899.56	\$51,747.46	\$51,894.60
Male	3	\$55,401.54	\$66,206.04	\$61,892.64	\$64,070.35
LIBRARIAN	9	\$49,010.17	\$66,206.04	\$55,129.19	\$53,057.32
Female	7	\$57,049.72	\$70,622.48	\$63,188.13	\$61,203.48
Male	1	\$70,850.00	\$70,850.00	\$70,850.00	\$70,850.00
SENIOR LIBR	8	\$57,049.72	\$70,850.00	\$64,145.87	\$63,726.00
TOTAL	51	\$33,208.24	\$70,850.00	\$50,613.46	\$50,297.52

Temporary Faculty and Librarians

Sex/Rank	Members	Minimum	Maximum	Average	Median
Female	1	\$39,433.60	\$39,433.60	\$39,433.60	\$39,433.60
ASST LIB	1	\$39,433.60	\$39,433.60	\$39,433.60	\$39,433.60
Female	31	\$27,056.18	\$58,404.64	\$38,269.07	\$38,000.04
Male	18	\$33,003.36	\$49,981.22	\$38,878.49	\$36,700.08
INSTRUCTOR	49	\$27,056.18	\$58,404.64	\$38,492.93	\$37,358.36
Unknown	1	\$41,509.52	\$41,509.52	\$41,509.52	\$41,509.52
Female	27	\$35,159.56	\$53,287.18	\$43,448.55	\$43,065.59
Male	30	\$39,433.68	\$62,264.28	\$44,286.40	\$43,584.45
ASSISTANT	58	\$35,159.56	\$62,264.28	\$43,848.49	\$43,351.69
Female	2	\$55,346.03	\$60,000.48	\$57,673.26	\$57,673.26
Male	4	\$48,529.42	\$55,990.60	\$52,562.65	\$52,865.28
ASSOCIATE	6	\$48,529.42	\$60,000.48	\$54,266.18	\$54,594.98
TOTAL	114	\$27,056.18	\$62,264.28	\$42,056.11	\$41,509.52

Grievance Procedures and Weingarten Rights *continued from page 1*

incident being grieved. "Working days" means days during which the college's administrative offices are open. The Vice President has five days in which to meet and then five days to respond in writing. If the response is agreeable, the grievance is resolved. If not, the grievance may be dropped, or more commonly, appealed to Step II. This must be done within seven days of receiving the Step I response or within seven days of the date the Step I response is due.

At Step II, the grievance is formally written, including the specific provisions of the contract that are alleged to have been violated and the remedy to besought. This step is heard by the College President (or designee) within fourteen days of the receipt of the grievance and the written response is due within thirty days. If the response is agreeable, the grievance is resolved. If not, the grievant may drop the grievance, or may ask that it be sent to Step III. At that time the grievance leaves the campus.

Step III is arbitration. The decision whether to submit the grievance to arbitration does not lie with the individual or the Chapter. Since it is the MSCA that pays for the cost of arbitration and must assess the merits of the case, the MSCA has the responsibility to decide whether or not to take it to arbitration. The arbitrator is an outside neutral, whose fees are paid equally by the MSCA and the Employer. Once a grievance is in the hands of the arbitrator, the parties have given up their right to come to a mutual agreement. The arbitrator decides the case, and except in rare circumstances, the arbitrator's decision is final.

Grievances may be filed by the MSCA, a Chapter, or an individual. The MSCA generally files when the grievance affects several campuses. A Chapter grievance would be one that could affect all unit members at that campus. Any individual may file a grievance without assistance from the Chapter and may process it to Step II [president's office] of the grievance procedure. The Chapter representative has the right to be present at all discussions in such cases. In most instances, however, the Chapter grievance representative works with the unit member in writing the grievance, filing and investigating it, and presenting it orally to management at Step I and Step II.

The Employee Relations Committee

The Employee Relations Committee (ERC) is established under Article II of the contracts. One of its purposes is to try to settle grievances before they reach arbitration. The committee consists of three management personnel and three MSCA members, plus their advisors. It meets about once a month. Some grievances are settled at ERC, but many are not. ERC also works on anticipating problem areas and seeking ways to prevent disputes.

Often grievances that have not been settled by ERC get settled by the parties the day of the arbitration hearing. The important point is that having a grievance on record and having the availability of an outside neutral is crucial in our ability to resolve problems bilaterally, rather than by management fiat.



Consultants to the MSCA from the Division of Higher Education of the Massachusetts Teachers Association: Robert Whalen works with the DGCE unit, Donna Sirutis works with the day unit. Both consultants work with their respective MSCA Bargaining Committee, the MSCA Grievance Committee and the MSCA representatives to the Employee Relations Committee (Patricia V. Markunas, Frank S. Minasian and C. J. O'Donnell).



Frank S. Minasian

Discipline and Discharge

The protection of our members' rights to fairness and due process is of utmost importance, but unit members frequently have little knowledge in this area.

One issue that often comes up is what is called "Weingarten Rights." These rights are based in private sector and public sector collective bargaining law. An employee's right to representation in investigatory or pre-disciplinary meetings was established in a 1975 United States Supreme Court decision, *NLRB v. Weingarten, Inc.* The Massachusetts Labor Relations Commission has adopted the Weingarten doctrine for public employees covered by Chapter 150E.

If you are asked to meet with your Department Chair or a manager, you may be concerned that the meeting could lead to discipline. This is a potential Weingarten scenario. Here are some points to know about your Weingarten rights:

- Administrators are not obligated to tell you about your right to representation.
- You have the right to interrupt a meeting and request union representation if it appears that the meeting is turning into an investigation of you.
- Your belief that the meeting can lead to discipline must be reasonable.
- Administrators are not obligated to meet with you if you request union representation.
- The union representative has the right to speak during the meeting.
- You do not have the right to delay the meeting excessively in order to get a particular union representative to accompany you.

This summary of Weingarten was taken from a more detailed explanation of this subject prepared by Judith Neumann, Esq., of MTA's Division of Legal Services. The full text can be found on the MSCA website, <www.mscaunion.org>. Once at the website, click on "About the MSCA" and then on "Employee Rights to Union Representation," and then on "Weingarten Rights."

Conclusion

As Chair of the MSCA Grievance Committee, I have been honored to serve you and to defend our contracts. In the many years I have done this work I have acquired knowledge of all the grievances that have reached the Committee. I am convinced that enforcing the contracts is central to our effectiveness as scholars and educators.

Please do not hesitate to call me at (508) 791-3399 or send me an e-mail at <mscaWorcester@worchester.edu>.

—*Frank S. Minasian is Associate Professor in the Department of History and Political Science at Worcester State College. He has chaired the MSCA Grievance Committee since 1978.*

Contracts Available

Copies of the 2001-2003 MSCA day unit contract and the 2000-2003 DGCE unit contract are available for all members from the local chapter offices. If you want a copy of either or both contracts, please contact your local chapter president. Both contracts are also available on-line through the MSCA Webpage at <www.mscaunion.org>.

The 2002 - 2004 MSCA Grievance Committee

The MSCA Grievance Committee is composed of the grievance representatives from all nine Chapters. The function of the Committee is to decide whether a grievance should be arbitrated. Each member of the committee reviews the grievance record, which consists of the Step I and Step II complaints and responses. Grievants have the opportunity to appear before the Committee to answer questions and to explain why they believe the grievance should go to arbitration.

The 2002-2004 members of the MSCA Grievance Committee are:

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Faculty/Librarian Spotlight

Send your suggestions for colleagues to spotlight to the contributing editor on your campus, or to me directly at <patricia.johnston@salemstate.edu>.

Photographer Presents Views of Campus Environment

Kim Mimnaugh has an eye for the telling detail. A photographer who has spent the past decade working at Salem State College, Mimnaugh has an intimate knowledge and acute sensitivity to the spaces in which we, our colleagues, and our students spend our working lives. Her recent photographic series travels across the textures and colors of the campus to reveal how time and human touch have put a stamp on these environments.

Mimnaugh's vision draws attention to the beauty of surfaces transformed by continual use. She emphasizes the warm brown tones of wooden chairs rubbed by years of passing students, the palimpsest of aged door signs barely visible under the names of present occupants, and the ethereal remnants of streaked chalk from a lecture just concluded. Mimnaugh's cumulative story of use co-exists with a comforting sense of repetition and assurances of a continuing future. The raking morning light suspended in her photographs will intensify, then fade; the empty clothes hanger will accommodate



Academic 1, color photograph 2002

question how their daily life is shaped by their surroundings. These photographs are a record of human interaction with unwelcoming spaces. In some cases, sheer persistence ameliorates and personalizes the institutional aspects of the architecture. In other cases, the force of the materials dominates. In every case, members of the community are asked to think more carefully about their own experience.

— Patricia Johnston

the professor's coat tomorrow.

Yet the emphasis on the banality of everyday life should not be read as romantic nostalgia. Inspection of the photographs reveals a material world constructed of impersonal, inexpensive surfaces. Unforgiving molded resin chairs stack up in an uninviting staff lounge. Cheap plastic salt shakers keep company with dirty menu holders. Pegboard walls. Acoustic tile ceilings. Fluorescent lights. Concrete block stairwells. These are the utilitarian materials that form our work environment.

Mimnaugh's photographs urge viewers to

New Scholarship to Honor Massachusetts College of Art Painter



Greenfield Gas Station, 1963

MCA faculty emeritus George Nick has been honored by a new endowed scholarship established in his name. The George Nick Prize, to be awarded to a matriculated student at the Massachusetts College of Art, provides a \$10,000 annual grant to fund a well-defined proposal in the fine arts that evokes the traditions of art making. The award was established through the generosity of Ernst and Gail von Metzsch. Mr. von Metzsch is an executive at Wellington Management and Director of the MassArt Foundation.

George Nick, a native of Rochester, New York, received his BFA (1961) and MFA (1963) degrees from

Yale University. He also studied at the Cleveland Institute of Art, the Brooklyn Museum of Art School and the Art Students League in New York. From 1969 to 1994 he taught in the Fine Arts 2-D Department at Mass Art. Now Professor Emeritus, Nick teaches courses on a part-time basis at the College.

Nick's work has been shown in numerous one-person and group exhibitions, both nationally and internationally. His work is included in the permanent collection of such prominent art museums as the Museum of Fine Arts, Boston, and the Metropolitan Museum of Art, New York.

In the Association

MSCA Board Opposes Iraqi War

The MSCA Board of Directors has called for "the resolution of the crisis with Iraq through international diplomacy rather than through armed conflict." The unanimous anti-war vote came at the November 1st Board meeting held at Framingham State College. The MSCA's resolution will now be brought forward to the Board of Directors of the Massachusetts Teachers Association (MTA) for its consideration.

MSCA President Patricia Markunas stated that "as educators, we have a responsibility to support peaceful resolution of conflict, not only within our schools but also in international affairs. As unionists, we know that negotiations can be tough, but we encourage our political leaders to use diplomacy and negotiation to diffuse this highly-charged situation."

Maynard Seider, president of the MSCA chapter at the Massachusetts College of Liberal Arts and sponsor of the resolution, hailed the vote as a big step forward for educators and unionists. "It's important that we oppose this war, as teachers and labor activists. I hope other labor unions and educational organizations will speak out, to stop this madness. We need to stop this war before it starts."

John McKeon, former president of the MSCA/Fitchburg chapter, noted the responsibility of the MSCA to "maintain and improve public higher education in Massachusetts." He stated that "Armed conflict with Iraq is not necessary. Diplomacy can succeed. A war with Iraq will needlessly drain financial resources from social programs, including education, and put many of our members and students in harm's way."

Excerpts from the letter from Markunas and Seider to the MTA Board follow:

We are very concerned about the possibility of the United States going to war with Iraq. We believe that it would be unnecessary and dangerous, using the unprecedented doctrine of a "preventive" war, a policy that could lead to additional wars in many of the world's hot spots. It is our feeling that a war with Iraq will produce significantly more harm in the Middle East and in our own country than will any other policy. We worry that a war with Iraq will bring our own members, part of the National Guard and the Merchant Marine, into harm's way, and we fear for the lives of our students who will be called into battle.

We are concerned about the impact that the continuing crisis in our state and in our nation will have in funding social programs, including education. A war will decimate the support in the federal budget for higher education. The Higher Education Act is up for reauthorization next year. How many of our students will lose Pell Grants, Work Study and other federal assistance if we go to war? Support for public education, K-G, in our state could be similarly impacted, affecting all of our students and members.

We believe that it is important for unionists and educators to call for diplomacy and negotiations, rather than armed conflict, to settle international disputes. Thank you for considering the resolution that the MSCA is recommending to you...

Advice Concerning Dental Coverage

The trustees of the BHE/MTA Health & Welfare Trust were assured by the representative of Metlife that the member booklet would be ready by November 1st this year. It has been a long wait!

Many of you are aware that there is a six-month wait before a new unit member has dental coverage. Those unit members who begin employment in September, do not receive coverage until the following March. This presents a major problem for unit members who hold temporary appointments. If the college gives them nine-month contracts, they are off the payroll during the summer. If they are given a second temporary appointment for the next academic year, they will not be covered for dental care until the following March. This problem can be avoided by the college giving twelve-month contracts. This would allow the coverage to be unbroken through the second academic year.

The administration of those colleges which do make twelve-month appointments should be congratulated; those who do not, should be urged to do so.

—David Twiss