

## Candidates for MSCA Statewide Offices

### Statement for Pat Markunas, Candidate for President

Above my desk is a framed embroidered copy of a Chinese saying that reads: **The person who says it can't be done should not interrupt the person who is doing it.**

During the MSCA presidential campaigns in 2000, I met personally with nearly 700 MSCA

members who were clear about what they wanted done in the MSCA. They wanted the day contract settled. They wanted the DGCE contract settled. They wanted internal communications improved. They wanted political action and a presence on Beacon Hill. They wanted more visible help from MTA and NEA. They wanted MSCA to present the real story about the quality education that state college faculty and librarians provide to students—undergraduate and graduate, day and DGCE.

As the MSCA president for the past 14 months, I have heard lots of people say that we couldn't do it. Couldn't get the day contract negotiations settled. Couldn't get the day contract funded. Couldn't get higher education included in the early retirement program. Couldn't change the public perception of public higher education in Massachusetts.

I refuse to be interrupted while doing what the membership expects to be done. The MSCA Bargaining Committees got the contracts settled last spring. The MSCA Board of Directors enacted a comprehensive legislative strategy to get the day contract funded—and MSCA is the only higher education affiliate to do so. I travel to Boston every two weeks, not only to meet with legislators and testify on legislation, but also to meet with MTA staff members to increase services and support for the accomplishment of our goals. The MSCA webpage, the MSCA *Perspective* and the use of email have improved both internal and external communications.

The most important issue facing the membership this year is the governor's race. **We need to be players in the election of a pro-labor, pro-education governor who understands the importance of the state college system for the recovery of the state's economy.** Your vote to re-elect me as your president, and your involvement in the campaigns between now and November, will help to accomplish this goal, too. Thank you.



Pat Markunas

### Statement for Frank Minasian, Candidate for Vice President

I ask for your vote for re-election as Vice President of the MSCA. In the last two years, I have been your Vice President and was Acting President until the MSCA disputed election was resolved. I defended the integrity of the Union and the MSCA was successful in defeating the challenge to the disputed election. I shepherded the Union through the re-run election and the peaceful transition.

I have been on every bargaining team this union has sent against the employer. I was on the team that established our tenure, governance and grievance procedures. I was on the team from its inception that preserved your tenure and prevented the employer from stealing your tenure rights. Further, I was on the team that guaranteed the faculty/librarian voice on matters of curriculum and academic policy, which are secure in our new agreement. As Acting President and Vice President of the MSCA the Union secured a NEA grant for Grassroots Organizing, which I administered.

As the MSCA's statewide grievance officer, I have protected the rights of every member against capricious and biased decisions. It is my responsibility to defend each unit member no matter what popular opinion or my own personal beliefs are. I have remained objective and will continue to protect members' rights. No one in the MSCA has been more active in protecting members' rights than I. That's what we are here to do.

My union experience and my longstanding interest in labor history impress on me an important rule: unions must be true to their union values. Unions fail when they do not maintain their values while adapting to the changing social setting. New strategies are needed as new information becomes available and new conditions arise. I bring experience, commitment and passion to my work.



Frank Minasian

### Statement for Gail A. Price, Candidate for Treasurer

Serving as the MSCA Treasurer is the most challenging position that I have ever filled. It is also the most rewarding. It allows me to commit my time and energy to creatively address the budget difficulties of our organization, while developing procedures to proactively assure our fiscal well being. I am always mindful that the treasury is our members' money, so that every expenditure is carefully scrutinized. We are fortunate to have hired two very qualified professionals to staff the MSCA treasurer's office at Bridgewater State College. I have trained my office team to be responsive to the needs of the membership.

I continue to be an active union participant, both at the local level where I am the Vice President/Director and on the Bargaining Team. I have been a delegate at numerous NEA-RA, MTA, and MSCA Annual Meetings. I am well qualified to continue providing leadership as your Treasurer. Thank you for your consideration of my candidacy. I truly appreciate your support.



Gail A. Price

### Statement for Jerry Concannon, Candidate for Secretary

I have been active in the MSCA since its beginning. I've served on just about every standing committee; I have edited the MSCA *Perspective*, and I have participated in bargaining three contracts. After serving as local chapter president for seventeen years, I am now a director representing the Maritime Academy. I'm also the grievance officer and an alternate on the bargaining team. I have a long history with the union. As your secretary, I like to think that I do more than perform the duties of this office. I am an active and knowledgeable participant in formulating the direction of the association. I have a deep interest in issues that affect our entire membership. The protection of tenure, salary equity and job security are high on my agenda. I'm very concerned with the plight of our part-time faculty. Recent cutbacks demonstrate just how vulnerable they are. They need help with benefits, job preference and inclusion in decision-making. I'm concerned over the divisive effects of merit and the cumbersome and somewhat arbitrary system of evaluation and its consequences. Equal application of the CBA needs our utmost attention. It's clear to me that we're not all on the same page when it comes to contract enforcement. Above all, we need unity of purpose and the will to strengthen and administer our contract.

As your secretary, I will work on all of the points that I have raised. I will continue to be an active participant on behalf of all of our members. I know the contract and how it evolved. There is always room for improvement, critical oversight and commentary. I can assure you that my voice will be heard in defense of union principles and the role of the union in its relationship with management. We know that collective bargaining can work. As your secretary, I intend to help see that it does. Thank you for your support.



Jerry Concannon

## Election News

**All members of the MSCA (full-time, part-time, and DGCE) in good standing as of February 15, 2002, are eligible to vote in this year's officers election. Ballots will be mailed during the week of March 15 to members' home addresses by the American Arbitration Association (AAA), the agency that will conduct the election. If you do not receive a ballot, please contact your Local Chapter Treasurer. Further details will be forthcoming from Local Chapter Presidents.**

**Candidate Forums will be held on the local campuses from February 25 to March 20.**

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## Family Friendly Benefits and Policies

Last summer, Acting Governor Jane Swift enacted a series of "family friendly" leaves and benefits for state employees in the executive branch. The MSCA requested to bargain these leaves and benefits on behalf of the membership. The MSCA Bargaining Committee, chaired by Brad Art, and representatives of the employer met several times during the fall semester to accomplish this task. The resulting memorandum of agreement was executed on January 17th, and the following leaves, benefits and other changes in working conditions are now in effect for full-time and salaried part-time members of the day bargaining unit.

### Memorandum of Agreement

This Memorandum of Agreement is made this seventeenth day of January, 2002, by and between the Board of Higher Education (the "Board") and the Massachusetts Teachers Association (the "Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the "Agreement") that has been made between them with effect for a term commencing on July 1, 2001; and

WHEREAS, the Board and the Association undertook, in connection with the negotiation and making of the Agreement, to engage in further negotiations concerning the adoption, for the benefit of persons in the bargaining unit to which the Agreement applies, of certain enhanced family friendly benefits and policies, so called; and

WHEREAS, the Board and the Association have engaged in such negotiations and, pursuant to them, have arrived at a comprehensive agreement concerning all such family friendly benefits and policies except issues related to telecommuting, which issues remain subject to further negotiation as they pertain to distance education and technology; and

WHEREAS, the Board and the Association are desirous of recording such agreement in order thereby to give it effect;

NOW, THEREFORE, in consideration of the foregoing premises and of the undertakings hereinafter recorded, the Board and the Association hereby agree as follows:

#### 1. Leave Under the Family and Medical Leave Act

Whenever any member of the bargaining unit takes any leave that is (but only to the extent that it is) newly conferred under this Memorandum of Agreement, whether such leave is paid or unpaid, for any purpose for which leave is also available under the Family and Medical Leave Act (29 U.S.C. §2601 *et seq.*), such leave shall be taken and shall run concurrently with any leave then available to such unit member under the Family and Medical Leave Act: it being acknowledged by the parties that they discussed but failed to reach any agreement concerning the extent to which any leave not so conferred might run concurrently with any leave then available under the Family and Medical Leave Act.

#### 2. Enhanced Paid Leave for the Birth, Adoption, or Placement of a Child in Foster Care

Paid leave shall, at the request of any member of the bargaining unit, be granted to him or her (whether the unit member is the child's father or mother) on any of the following occasions:

- for the birth of such unit member's child;
- for the adoption of a child; and
- for the placement of a child as a foster child in the unit member's home.

The leave so granted shall be such number of consecutive days as the unit member may request but shall not exceed ten (10) such days.

The granting of leave hereunder shall not be deemed to limit any members' entitlement to sick leave but shall be taken and shall run concurrently with any leave then available as maternity leave or paternity leave, including any leave then available under the Family and Medical Leave Act.

#### 3. Enhanced Use of Sick Leave for Both Sick-in-Family and Parental Purposes

A member of the bargaining unit may use up to twenty (20) days of his or her accrued sick leave during any calendar year for the following purposes:

- to care for (i) the unit member's spouse or (ii) the unit member's child or parent or (iii) the child or parent of his or her spouse or (iv) a relative living in the unit member's immediate household whenever, in any such case, any such person has a serious medical condition within the meaning of the Family and Medical Leave Act; and
- in connection with the birth or adoption of such unit member's child (whether the unit member is the child's father or mother).

Such leave shall be taken and shall run concurrently with any leave then available under the Family and Medical Leave Act; and to the extent the same are congruent, leave taken hereunder or under Article IV, §A(1)-(a)(iii), of the Agreement shall be taken together and shall run concurrently with one another

From and after the effective date hereof, leave available to be taken under Article IV, §A(1)(a)(iii), of the Agreement shall be available to be taken during each calendar year rather than during each work year.

#### 4. Enhanced Foster Care Benefits

A member of the bargaining unit may use up to ten (10) days of his or her accrued sick leave during any calendar year in connection with a foster child's placement, by the Department of Social Services, in the home of a member of the bargaining unit.

#### 5. Alternative Work Options

At the request of any librarian who is a member of the bargaining unit and at the sole discretion of the President or his/her designee, the schedule and the hours of work of such librarian may be arranged pursuant to such alternative work options as part-time work, flextime, compressed work weeks, staggered work hours and job-sharing; provided, first, that nothing herein contained shall be deemed to alter or limit the authorities or obligations of any College under Article XII of the Agreement; and provided further that nothing herein contained shall be deemed to cause any part-time librarian to be or become a member of the bargaining unit to which the Agreement applies.

#### 6. Telecommuting

At the request of a unit member, any College may, on a case-by-case basis and at its sole discretion, make telecommuting arrangements with such member of the bargaining unit with respect to some or all of any such unit member's duties and responsibilities. Every such arrangement shall be memorialized in a written agreement.

#### 7. Domestic Violence Leave

A member of the bargaining unit may use up to fifteen (15) days of his or her accrued sick leave for any purpose arising from his or her having been the victim of domestic violence. A member of the bargaining unit may, further, take up to six (6) months of unpaid leave for any such purpose; provided only that any other leave taken for such purpose, including any leave taken pursuant to the preceding sentence, shall be taken and run concurrently with any leave taken pursuant to this sentence.

The granting of leave hereunder shall not be deemed to limit any unit member's entitlement to sick leave.

#### 8. Volunteer Leave

At the sole discretion of the President or his/her designee, a member of the bargaining unit who requests the same may be granted up to one (1) day of paid leave each month to volunteer at a public school in the Commonwealth or to participate in a mentoring program to assist young people.

#### 9. General

The granting of all leaves and benefits under the Agreement is subject to the following:

- appropriate documentary confirmation of a unit member's entitlement to or qualification for any leave or benefit that is (but only to the extent that it is) newly conferred under this Memorandum of Agreement;
- the giving of advance notice to the unit member's department chair (in the case of faculty) or to the Director, Library (in the case of librarians), when scheduling any discretionary absence; and
- sick leave shall not be permitted to be drawn from the sick leave bank under the Agreement for use pursuant to paragraph 3, 4, or 7 above or for use pursuant to Article IV, §A(1)(a)(iii), of the Agreement.

#### 10. Entitlement

No person in the bargaining unit holding a part-time appointment elsewhere than at the Massachusetts College of Art shall be entitled to any of the leaves or benefits set forth in this Memorandum of Agreement.

#### 11. Effective Date

The provisions of this Memorandum of Agreement and the benefits and entitlements hereby accorded shall have effect as provisions of the Agreement from and after the date first inscribed above.

**Board of Higher Education**  
s/ Carleton LaPorte

**MTA/MSCA**  
s/ Patricia V. Markunas

### MSCA Perspective

A publication of the Massachusetts State College Association, the faculty and librarian union for the nine state colleges in Massachusetts. Write to us at: [MSCAperspective@salemstate.edu](mailto:MSCAperspective@salemstate.edu)

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