



Ben Jacques

*THE FINAL MEETING?* Bargaining team members gather at Fitchburg State College Feb. 25 to review language in the tentative agreement. From left: Maynard Seider, MCLA; President Pat Markunas; Chairperson Brad Art, Westfield; MTA Consultant Donna Sirutis; Paul McGee, Salem; Gail Price, Bridgewater; and Sam Schlosberg, Mass Art. Not pictured are Peter Hogan, Fitchburg, Alan Feldman, Framingham, C.J. O'Donnell, Mass Maritime, and Dan Shartin, Worcester.

## MSCA PRESIDENT'S MESSAGE

### MSCA Board Sets Vote on Ratification for March 30 and 31

Patricia V. Markunas

At its March 4 meeting, the MSCA Board of Directors voted to recommend ratification of the proposed Tentative Agreement of March 1, 2005, with Appendix A, for a collective bargaining agreement effective July 1, 2004, to June 30, 2007. As MSCA President, I do not vote on Board matters unless my vote can affect the outcome, but I, too, recommend ratification of this proposed agreement by the faculty and librarians of the MSCA day bargaining unit.

The MSCA Bargaining Committee began negotiations on this agreement 25 months ago. Close to 50 bargaining sessions with representatives of management were held. Additional meetings of the Bargaining Committee to prepare and review proposals and to plan the bargaining strategy were held over the past two years as well.

Negotiations took place with an administration whose hostility to public employees, their unions, and public higher education is unprecedented in Massachusetts. Negotiations took place during a time when revenue shortfalls and budget cuts were the order of the day on Beacon Hill. Negotiations took place while our colleagues in the UMass unions, APA and AFSCME were repeatedly rebuffed in their efforts to get their contracts from 2001-2004 fully funded.

The MSCA is the first public higher education employee union to achieve a collective bargaining agreement under the Romney administration. We did it because we were determined to do so and because you, the membership, supported our strategy over the past two years. The intensity of the fall semester's demonstrations on the campuses, at BHE meetings and at Steve Tocco's office in Boston brought needed public attention to our lack of a contract. Special thanks must be given to all members who refused to participate in voluntary activities on the campuses. Most importantly, the involvement of MTA and MSCA members in legislative campaigns throughout the state demonstrated that we are a political force to be reckoned with.

Given these challenges, I believe that this contract represents the best possible deal that we were able to achieve for the membership. Like all contracts, it is not perfect and it contains some hard-fought compromises. Holding out longer would have meant another year or two without pay increases for faculty and librarians who deserve them.

The agreement represents enormous investments of time, energy and money on the part of both team members and the rank and file. On March 30 and 31, I urge you to exercise your legal right to vote on your contract, and I recommend that you support ratification. Thank you.

## Outline of the Proposed 2004-07 Agreement

### Economic Items

#### Article IV — Supplemental Benefits and Holidays

Section I - The Commonwealth's weekly FTE contributions to the Health and Welfare Trust Fund would increase from \$10 to \$11 effective July 1, 2006. Should any other MTA affiliate negotiate a higher amount, that higher amount would be paid on behalf of the MSCA.

#### Article VI — Selection and Responsibilities of Department Chairs

Section G - The stipend for chairs will be \$1,650 per semester, effective this semester.

#### Article VIII-C — Post-tenure Review

Each faculty member/librarian who holds tenure on the date of the contract execution would make an election by September 30, 2005, to be reviewed under the new method (Alternative One) or remain with the method in the 2001-2003 contract (Alternative Two).

##### *Alternative One:*

- Ratings: "Not acceptable," "meritorious," or "exemplary."
- "Not acceptable" = zero merit raise. Entering a professional development program is optional; the rating cannot be used against the member.
- "Meritorious" = 3% on-base merit raise, effective July 1 of the review year.

- "Exemplary" = 6% on-base merit raise, effective July 1 of the review year.
- Each college would be required to spend a minimum of an amount equal to 1/2% of the payroll each year on PTR merit raises.
- Four-year cycle. Initially, 25% of tenured members would be reviewed each of the first four years, with the choice of year by seniority. Members cannot be evaluated for promotion and PTR in the same review year.
- The post-tenure review portfolio would contain all materials listed in Article VIII for tenure evaluations.
- The chair would do one classroom observation and may be consulted by the academic vice president. The academic vice president would make the decision on the merit rating.
- Decisions would be non-grievable, but could be appealed to the college president.
- Alternative One would continue to be implemented after the expiration date of this agreement (June 30, 2007) unless the parties agree otherwise.

#### Article XIII — Salary

##### *On execution date:*

Full-time faculty/librarians and salaried part-time faculty would have their salaries brought up to the minimum salary formula as it existed on 9-29-02 in the current agreement (pages 233-234).

*continued on pages 2-3*



Full-time faculty/librarians and salaried part-time faculty (pro-rated) would receive a merit award (on-base increase) if rated “satisfactory” under the Article VIII, Section O evaluation:

- \* \$400 for instructors, assistant librarians, library associates, and library assistants,
- \* \$500 for assistant professors and associate librarians,
- \* \$600 for associate professors and librarians, and
- \* \$700 for professors and senior librarians.

Full-time faculty/librarians and salaried part-time faculty would receive an on-base increase of 3%.

Compensation for part-time faculty would increase by \$50 per credit, effective this semester.

Pay increases for promotion and terminal degree, as well as maximum salaries, would increase by 3%.

#### **July 1, 2005:**

Full-time faculty/librarians and salaried part-time faculty (pro-rated) would receive a merit award (on-base increase) if rated “satisfactory” under Article VIII, Section O evaluation, using the same amounts above.

Full-time faculty/librarians and salaried part-time faculty would receive an on-base increase of 3%.

Compensation for part-time faculty would increase by \$50 per credit.

Pay increases for promotion and terminal degree, as well as maximum salaries, would increase by 3%.

#### **September 30, 2005:**

All full-time faculty/librarians and salaried part-time faculty unit members would have their salaries reviewed against the minimum salary formula as increased on July 1, 2005, and adjusted if necessary.

#### **July 1, 2006:**

All items here are identical to those listed above effective on July 1, 2005.

#### **September 30, 2006:**

All full-time faculty/librarians and salaried part-time faculty unit members would have their salaries reviewed against the minimum salary formula as increased on July 1, 2006, and adjusted if necessary.

#### **September 30 after expiration (June 30, 2007):**

Minimum salary reviews would continue unless the parties agree otherwise.

### **Article XIII-A — Minimum Salary Formula**

The minimum salary formula would increase three times: on the execution date, on July 1, 2005, and third, on July 1, 2006. Please see the box on Page Three.

### **Article XIV — Professional Development**

Each year, there would be a 1% pool for professional development activities, available in an equal per capita amount for full-time unit members and salaried part-time faculty.



**COMING TO AGREEMENT**—MSCA members examine language in the tentative agreement with the Board of Higher Education team. From left: Paul McGee, Pat Markunas, Donna Sirutis, Brad Art, and, partially shown, Fitchburg State College President Robert Antonucci, representing the BHE team.

## **Non-Economic Items**

### **General Comments**

1. Unless otherwise noted below, the provisions of the 2001-2003 contract would be incorporated into the 2004-2007 contract. Technical changes needed to accomplish this (for example, dates, clarifications, typographical errors, and the like) are not listed below.
2. The provisions of seven (7) memoranda of agreement, signed during the duration of the 2001-2003 contract, would be incorporated into the 2004-2007 contract; they are posted on the MSCA website <[www.mscaunion.org](http://www.mscaunion.org)>.
3. All language related to Campus School Teachers would not be included in the 2004-2007 contract. Should any college establish a Campus School, the language that existed in the 2001-2003 contract would apply to members hired as Campus School Teachers.

### **Article IV — Supplemental Benefits and Holidays**

1. Section A – If a member who was eligible for retirement dies while in state service, the sick leave buyback (20%) that would have been owed at retirement would be paid to the estate upon a claim for it. Sick leave and funeral leave could be taken for a member’s stepchild and domestic partner’s child. Funeral leave also could be taken for a member’s domestic partner.
2. Section B – “Service as an administrator at any [state] college” would be added to the reasons for which unpaid leave may be granted.
3. Section J – Two exceptions would be granted to the two-year limit on unpaid leaves of absence: service in an elected or appointed office, and appointment as an academic administrator in accordance with new provisions in Article XX.

### **Article V — Academic Freedom and Responsibility**

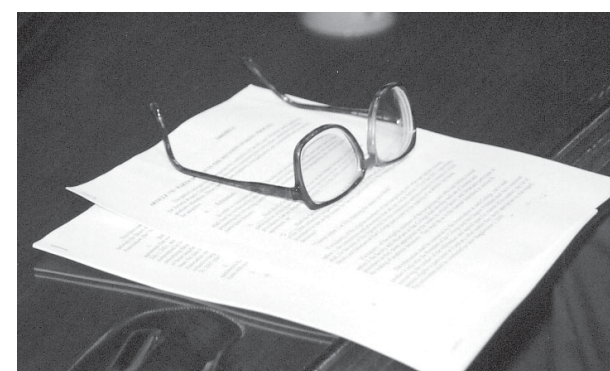
Librarians would be included in several relevant places in this Article. The obnoxious and offensive proposal to require faculty to respect their students was **WITHDRAWN**.

### **Article VI — Selection and Responsibilities of Department Chairs**

Section A – Responsibility to supervise clerical and other non-unit staff where appropriate would be added.

### **Article VII – Participation in the Decision-Making Process**

A referendum would be conducted at each campus in the fall, as to whether the current governance article (VII) should be retained or a change should be considered. A procedure by which a new campus governance structure could be developed and approved by faculty and librarians would be included. At the Maritime Academy, the IMB Department would be represented on the Sea Term Council.



### **Article VIII – Evaluations**

1. Section A – The phrase, “it being the understanding of the parties that for promotion to each higher rank, a higher order of quality may properly be demanded” would be included here and in several other places in this Article, Article XX and Article XX-A.
2. Section A – Librarians who teach day program credit courses would be evaluated for this work as faculty are.
3. Section B – First year faculty/librarians would not have a formal evaluation during their first year, though student evaluations of each section taught and classroom visitations by the chair of one section of each course taught would occur for faculty. Part-time faculty would be evaluated during their first semester and either during their fourth semester OR the semester in which they teach their twentieth credit (or seventh course at Framingham).



4. Section C – Newly hired faculty/librarians would be evaluated in their second year of employment, and the review period would go back to the date of hire.
5. Section D – Student evaluations would be reinstated, using the SIR-II Form (and any subsequent versions). “Hold harmless” language would be included to cover those periods during which student evaluations were not conducted. The “sunset” language would be eliminated.
6. Section D – Procedures for chairs to conduct electronic observations of distance education courses would be included.
7. Section E – Peer Evaluation Committees for librarians would be established, parallel to those for faculty.
8. Section F – Department chairs would be evaluated only in years two and three of the first term and only in year three of subsequent consecutive terms.
9. Section H – The Committee on Tenure would be changed. At the six larger Colleges, a college-wide committee of four members (at the three smaller Colleges, two members), drawn from the same pool of members eligible to serve on the Committee on Promotions, would be established using election procedures similar to those of the Committee on Promotions. The fifth member (or third member at the smaller Colleges) would be elected by the tenured members of the candidate’s department. The department chair would serve as a non-voting consultant to the Committee. The deadline for the Committee on Tenure’s recommendation to the AVP would be March 15<sup>th</sup>.
10. Section N – Department chairs would have the right to select a third member of their Peer Evaluation Committee when they are being evaluated as chairs.
11. Section O – Special Performance Reviews would be conducted in accordance with the parties’ agreement of November 20, 2001.
12. New Sections Q and R – Language about special evaluation procedures for the social work programs at Bridgewater and Westfield State Colleges would be included.

Article VIII-C — Post-Tenure Review

See comments in the section on Economic Items.

Article IX — Tenure

Section A – Adjunct instructors at the Maritime Academy would not be eligible for tenure. The probation period for tenure would increase to six years for Instructors and Assistant Professors hired after January 1, 2006. Other technical changes, including a new terminal year of employment, would be made as necessary.

Articles X, X-A and X-B — Retrenchment/ Academic Program Development/ No Lay-Off/Academic Reorganization

Changes to be made in these Articles reflect those changes made in Article VII (Governance) and new language to be included in Article XX (Appointment and Promotion) about the appointment of academic administrators with academic rank and tenure.



Article XII – Workload, Scheduling and Course Assignments

1. Section A – Faculty workload would be 96 credits (24 courses at Framingham State College) over the academic years 2003-2004, 2004-2005, 2005-2006 and 2006-2007.
2. Section B – Librarian workload would be changed to include “continuing scholarship” rather than “continuing professional growth.”
3. New Section – The existing Student Information Questionnaire on Departmental Academic Advising (existing Appendix H) would be administered on a department/program level.

Article XII-A — Workload, etc., Massachusetts Maritime Academy

1. Section A – Members would be required to give notice to renew Blue/Gold status.

2. Section D – Department Chairs for IMB and MSEP would assist the Training Coordinators for the annual cruise.

Article XIII — Salary

A joint labor-management committee to study salaries and compensation of faculty and librarians, including issues related to salary compression and inversion, would be established with three members, each appointed by the Council of Presidents and the Association. A report would be made to the COP and the MSCA no later than May 31, 2006.

Article XX — Appointment and Promotion

1. Section B – Instructors who earn a terminal degree would be “promoted” to Assistant Professor effective the following September 1 without going through the formal promotion process.
2. Section C – Faculty/librarians who apply for tenure and promotion at the same time may be denied promotion, but still be granted tenure. Language concerning transfers between positions in the bargaining unit and “new” appointments in the bargaining unit would be included from a pre-existing Memorandum of Agreement.
3. New Sections – Persons appointed to academic administrative positions at the Colleges, who hold tenure in the state colleges or other institutions, may return to a faculty appointment with tenure prior to six years after appointment. Those who return after six years would be subject to a tenure evaluation under the provisions of Article VIII. The faculty position must be created for the person involved; no “bumping” or filling of an authorized vacancy could occur.

Persons who return to faculty positions would be paid 80% of their administrative salary or their faculty salary as it would have been had they stayed in the faculty, whichever is greater. However, no such salary could exceed the maximum amounts established in Article XIII.

Article XX-A — Appointment and Promotion, Massachusetts Maritime Academy

Section A – Language would be included about the automatic “promotion” of Professional Maritime Faculty appointed as Instructors, who earn the credentials required at the Assistant Professor rank.

Article XXI — Duration and Extent

1. Section A – The term of the agreement would be July 1, 2004, to June 30, 2007.
2. Section A – The following provisions could not be implemented unless the contract is funded:

a. Article VII – the referendum or any changes in governance.

b. Article VIII, Section D – student evaluations.

c. Article VIII, Section H – changes in the tenure process.

d. Article VIII-C – changes in the post-tenure review (existing PTR would remain).

e. Article IX – change from five to six years for the tenure probation period.

f. Articles X, X-A and XX – changes in the retrenchment language/appointments of academic administrators/right of return.

g. Article XII – use of student academic advising evaluations.
3. Section D – The language that covers the automatic payment of promotions and terminal degrees, chairs stipends and professional development monies with continuing participation in governance after the expiration of the contract has been moved here. Additionally, reviews of salaries against the Minimum Salary Formula would continue as part of this section, as would the continued use of at least 0.5% of the annual payroll for merit payments under the post-tenure review process, Alternative One.

Minimum Salary Formula				
(Article XIII A)				
Factors	Current Formula	Effective Date	7/1/05	7/1/06
Base Salary	\$33,210	\$34,618	\$36,069	\$37,563
Professor/Senior Librarian	\$16,620	\$17,428	\$18,260	\$19,117
Assoc. Professor/Librarian	\$10,925	\$11,459	\$12,009	\$12,575
Asst. Professor/Assoc. Librarian	\$5,350	\$5,614	\$5,885	\$6,165
Terminal Degree	\$2,385	\$2,457	\$2,531	\$2,607
Teaching/Librarian Exp.	\$420	\$433	\$446	\$459
Other Prof. Experience	\$121	\$125	\$129	\$133
Promotion Increase Amounts*				
Ranks	Current	9/1/05	9/1/06	
Professor/Senior Librarian	\$3,934	\$4,174	\$4,299	
Assoc. Professor/Librarian	\$3,529	\$3,744	\$3,856	
Asst. Professor/Assoc. Librarian	\$3,181	\$3,374	\$3,475	
Assistant Librarian	\$2,314	\$2,454	\$2,528	
*Members promoted would receive the appropriate amount listed or 5% of salary, whichever is greater.				



# Notice of Contract Ratification

## Massachusetts State College Association/Massachusetts Teachers Association/National Education Association: Day Bargaining Unit

The ratification vote on the Tentative Agreement of March 1, 2005, for a collective bargaining agreement between the BHE and the MSCA for the period July 1, 2004 through June 30, 2007, will be conducted at each campus as follows:

Wednesday, March 30, 2005, and Thursday, March 31, 2005 – 10:00 a.m. to 3:00 p.m.

### LOCATIONS

Bridgewater	Chapter Office — 91 Burrill Ave.
Fitchburg	Condike Hall — Room 206
Framingham	Chapter Office — Hemenway Annex – Second Floor
Mass. Art	Critical Studies Office — Tower Building – Fifth Floor
M. C. L. A.	Faculty Lounge — Bowman Hall
Mass. Maritime	Faculty Lounge — Harrington Building
Salem	MSCA President’s Office — 202B, Sullivan Building – North Campus Harrington Building Lobby – South Campus Building One — First Floor Lobby – Central Campus
Westfield	Chapter Office — Parenzo Hall – Room 010
Worcester	Faculty Lounge — Sullivan Building – Third Floor

Please vote at the college where you pay chapter dues or chapter agency fee.

The proposed 2004-2007 agreement amends the 2001-2003 collective bargaining agreement, which was extended through fiscal years 2003 and 2004, and which contains an agency fee provision. If the 2004-2007 agreement is ratified by a majority of those who vote, the agency fee provision will require that each bargaining unit member who elects not to join or to maintain membership in the Association pay the Association, on an annual basis, an agency service fee as a condition of employment. The most current agency service fee is listed below, which was for 2004-2005.

	MTA	NEA	MSCA	BSC	FSC	Fram	M Art	M Mar	MCLA	Salem	WSC	Worc
FT	266.96	72.61	230.00	50.00	55.00	55.00	15.00	15.00	16.00	60.00	60.00	72.00
FT 1/2	133.48	37.63	115.00	25.00	30.00	40.00	15.00	15.00	16.00	20.00	60.00	36.00
9-11 CR	80.09	37.63	115.00	35.00	20.00	40.00	15.00	7.50	8.00	40.00	60.00	36.00
5-8 CR	80.09	37.63	70.00	25.00	15.00	20.00	7.50	7.50	6.00	15.00	30.00	27.00
3-4 CR	40.04	20.27	70.00	15.00	15.00	20.00	7.50	5.00	4.00	15.00	30.00	18.00
1-2 CR	40.04	20.27	45.00	10.00	10.00	10.00	0.00	3.75	2.00	5.00	15.00	9.00

The ratification vote is open to all employees in the bargaining unit covered by the proposed 2004-2007 agreement, regardless of their membership or non-membership in the Association. All employees in the bargaining unit are eligible to vote by secret ballot. Tabulation of the ballots will be held on April 1, 2005, at the Central Regional Service Center of the Massachusetts Teachers Association (48 Sword Street, Auburn, MA), beginning at noon. All members of the bargaining unit are welcome to attend. Results will also be posted on the MSCA website at <www.mscaunion.org>.

The Association’s most recent financial report, in the form of a balance sheet and operating statement listing all receipts and disbursements of the previous financial year, and the proposed 2004-2007 agreement, as well as the 2001-2003 collective bargaining agreement, are available for inspection during regular scheduled hours at the MSCA/MTA Chapter Office on each campus.

The Massachusetts State College Association is affiliated with the Massachusetts Teachers Association and the National Education Association.

## MSCA Directors Recommend Ratification

The MSCA Board of Directors voted on March 4, 2005, to recommend ratification of the Tentative Agreement with Appendix A. These two documents, in combination with the 2001-2003 collective bargaining agreement and related memoranda of agreement, constitute a three-year successor to the 2001-2003 collective bargaining agreement for the Day bargaining unit (from July 1, 2004 – June 30, 2007). All documents are on the MSCA website.

## IN THE ASSOCIATION

### Grievance Mediation — A Timely Resolution

Anne M. Falke

As many of you know, on Nov. 12 the union and management signed a memorandum of agreement inserting a mediation step into the grievance process. When a grievance is advanced to Step 3, the MSCA Grievance Committee may now elect to send the grievance to *mediation* rather than to *arbitration*. It is hoped that this process will alleviate some of the backlog at the arbitration step and save both the college and the union money, as arbitration is more time-consuming and costly than mediation.

**James S. Cooper, Esq.**, an attorney and arbitrator specializing in labor relations, conducted a joint workshop Feb. 3 on grievance mediation for the MSCA and the Council of Presidents (COP). Cooper is well acquainted with the grievance process of the state colleges as he has served on the MSCA/BHE arbitration panel for 20 years. He stated that he would rather mediate an agreement between two parties than hand down an arbitration settlement. In mediation, the parties have a chance to reach an agreement that works for both, rather than settle with an arbitrated settlement in which one party wins and the other loses.



James S. Cooper

What does mediation mean for you? The first thing to know is that the role of the mediator is to bring the parties to agreement, not to decide right or wrong. The mediator is trying to get you and your MSCA representative to voluntarily move toward the management’s position. At the same time he/she is trying to get management to move toward your position. He/she will reason with both parties to get them to move from their current positions.

Mediation, however, is not binding. The parties may reach a tentative agreement, and then back out. At times the process may break down. If that happens, everything that happened in the process, any ideas or solutions that have been suggested, are confidential. None of the statements made in mediation may be used in arbitration.

If you are almost sure not to get everything you want from a grievance, why should you go forward with mediation rather than go straight to arbitration? First, you should realize that a decision made by an arbitrator is binding whether it favors you or not. That is the risk. The other factor is time. Mediation offers more timely resolution. Given the backlog of arbitration cases—more than 150 of them currently in the system—it may be years before your case is heard. Ask yourself: will the arbitration decision still be meaningful in a year?

In many cases, a timely, mediated settlement may be the best solution.

—A contributing editor, Anne Falke teaches chemistry and education at Worcester State College.

### MSCA Perspective

A publication of the Massachusetts State College Association, the faculty and librarian union for the nine state colleges in Massachusetts.

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www.massteacher.org  
National Education Association:  
www.nea.org

### 2005 MSCA Board Meeting Schedule

Regular meetings of the MSCA Board of Directors begin at 10:00 am and usually adjourn around 3:00 pm. Meetings are open to all MSCA members in good standing — full-time, part-time and DGCE. Some time is set aside on the agenda each month for visiting speakers. If you are an MSCA member and wish to address the Board on an issue of concern, please contact the MSCA President’s Office <Pmarkunas@aol.com> to request a place on the agenda or with any other question about Board meetings.

April 1	MTA – Auburn Large Conference Room
April 29	Worcester State College Foster Room, Student Center
April 30	Worcester State College <i>Delegate Assembly</i> Auditorium, Science Center
[May 13 -14]	MTA Annual Meeting Hynes Auditorium/Boston]
June 3	Westfield State College Private Dining Room/ Dining Commons