MSCA Bargaining Proposals

2021-2024 Successor Negotiations

June 30, 2021

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| Professional Maritime Faculty |
| XII-A.1 | License in continuance | Allow PMF to hold a license “in continuance” rather than “in force.” |
| XII-A.1; XII.A.3 | Housekeeping & alignment with duties | Eliminating language that points to the maintenance and operation of vessels.  |
| XII.A.5.a | Blue & Gold  | Reduce the obligation to Blue-Gold from 24 to 18 years after PMF status. |
| XIII.E | New – Professional Licensure Compensation | PMF shall have pay increases for professional licensure as follows:Terminal USCG Steam, Motor, or Gas Turbine License: $2000Mass State 1st, 2nd, or 3rd License: $2000Professional Engineer’s License: $2000 |
| XX-A.B.2XX-A.B.3 | Definitions | Eliminate references to horsepower and tonnage. |
| XII-A.C.3 | New - Officer Ranks | Clarify the relationship between faculty and officer ranks |

ARTICLE XII-A - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS, MASSACHUSETTS MARITIME ACADEMY

A. WORKLOAD OF PROFESSIONAL MARITIME FACULTY

1. General Provisions

The workload of all persons employed as Professional Maritime Faculty at the Massachusetts Maritime Academy shall be determined in accordance with the provisions of this Section A and such other provisions of Article XII as are of application to faculty.

The workload of Professional Maritime Faculty shall consist of (1) teaching workload; (2) training and instructional duties; (3) preparation for classroom, laboratory and other instruction; (4) student assistance, including academic advising; ~~(5) duties of the kind traditionally required of licensed officers pertaining to the maintenance and operation of vessels belonging or assigned to the Academy as provided in this Agreement;~~ (~~6~~5) continuing scholarship (as described in the provisions of Article VIII); and (~~7~~6) activities undertaken by a member of the Professional Maritime Faculty pursuant to his/her responsibilities as a professional and the terms of this Agreement, including those in the following areas:

a. participation as a professional in public service;

b. participation in and contributions to the improvement and development of the academic programs or academic services of the Academy; and

c. participation in and contributions to the professional growth and development of the university community.

In addition to the foregoing, each member of the Professional Maritime Faculty has the obligation, among others, to maintain or upgrade merchant marine licenses or similar certificates in force or in continuance, renewing the same as required; to assist in preserving the safety and security of the Training Ship and the personnel aboard in the capacity of a watchkeeping officer; to participate on a voluntary basis in the freshman orientation program; to maintain a proper uniform; to enforce the regulations for the correction and disciplining of cadets; to engage in activities in his/her specialized field; to carry out committee assignments in accordance with the provisions of this Agreement; and to attend such university functions as faculty meetings, convocations and commencement.

Additional duties shall not significantly increase the nine (9)-month workload unless mutually agreed to by all parties.

1. Teaching Workload and Academic Advising

During any academic year, each member of the Professional Maritime Faculty shall be assigned teaching workload and academic advising, subject to and in accordance with the provisions of subsections 2, 3 and 4 of Section A of Article XII of this Agreement. Except as is expressly provided in this Agreement, participation by any unit member in the annual Sea Term or in any like training program shall not be computed in semester hours of credit of instruction irrespective of whether any student or students are awarded academic credit for such participation.

1. Maritime Responsibilities

During the whole or any part of an academic year, any member of the Professional Maritime Faculty may be assigned maritime responsibilities whenever such member of the Professional Maritime Faculty has been assigned a teaching workload of less than twelve (12) semester hours of credit of instruction.

During the academic year, maritime responsibilities shall be assigned on the basis of an equivalency of 3:2 for members of the Professional Maritime Faculty with a teaching workload of less than twelve (12) semester hours of credit of instruction.

During any period in which a member of the Professional Maritime Faculty has not been assigned teaching workload and academic advising (but excluding any period in which a member of the Professional Maritime Faculty has elected not to participate in the annual Sea Term), the Vice President may assign the following duties to such member of the Professional Maritime Faculty, which duties, except under unusual circumstances, are to be performed between 0800 and 1630 hours, Monday through Friday:

1. ~~duties of the kind traditionally required of licensed officers pertaining to the maintenance and operation of any vessel belonging or assigned to the Academy and usually involving supervision of cadets and watchkeeping responsibilities;~~

~~b~~a. professional development undertaken for any of the following purposes:

i. learning recent developments in the commercial marine industry either at sea or ashore;

ii. upgrading a United States Coast Guard license;

iii. studying for an advanced degree;

iv. engaging in job-related research;

v. engaging in course preparation and upgrading; and

vi. attending professional schools or seminars;

~~c~~b. duties pertaining to the academic or training programs of the Academy, including the operation of auxiliary training craft; and

~~d~~c. special Navy active duty assignments in the marine field.

1. Work Year

All Professional Maritime Faculty shall be employed to work during the Academy’s academic year.

1. Sea Term Status
	1. Sea Term Service

The President of the Academy, in consultation with the Master of the Training Ship, will determine the complement of Professional Maritime Faculty required to operate the Training Ship during each Sea Term.

i. Blue and Gold

(A) Definition

“Blue and Gold” or “Blue-Gold” shall refer to the obligation to participate in no more than one (1) Sea Term in each alternating year over a period of six (6) years.

“Blue” years shall be odd-numbered calendar years starting with calendar year 2001. “Gold” years shall be even-numbered calendar years starting with calendar year 2002.

Blue and Gold shall include the requirement to participate, in the Professional Maritime Faculty member’s obligatory year, in the Basic Safety Training portion (approximately five (5) days) of the freshmen orientation period (held the last two (2) weeks of August).

Professional Maritime Faculty shall have the option to renew Blue-Gold status after completion of their Blue-Gold obligation. Renewal shall be for a six (6)-year period. If a Professional Maritime Faculty member chooses not to renew Blue-Gold status, his/her salary shall be reduced by thirteen percent (13%).

Professional Maritime Faculty who elect to renew their Blue-Gold status shall do so by giving to the President of the Academy written notice of their election on or before the June 30 preceding the expiration of their then-current Blue-Gold status.

 (B)

All tenured and tenure-track faculty appointed as, who transfer into the, or who agree to have their designations changed to Professional Maritime Faculty, with effect on or after July 1, (including any person so appointed pursuant to Article XX, Section M), will be required to participate in the Sea Term on a Blue-Gold basis for their first ~~twenty-four (24)~~ eighteen (18) years of employment after such appointment, transfer or change in designation. The minimum starting salary for each such Professional Maritime Faculty shall be fifteen percent (15%) above the minimum salary as computed in Article XIII-A. The effective date of a transfer into, or change in designation to, Professional Maritime Faculty shall be the September 1st following the approval of such transfer or change in designation, and the faculty member shall have his/her salary increased by fifteen percent (15%) effective such September 1st.

ARTICLE XIII – SALARY

D. RECIPIENTS OF PROFESSIONAL LISCENSURE (Re-letter subsequent sections)

1. Whenever any member of the bargaining unit shall have received their professional license, their annual salary rate shall be increased by the following:

a. Terminal USCG Steam, Motor, or Gas Turbine License: $2000

b. Massachusetts State 1st, 2nd, or 3rd License: $2000

c. Professional Engineer’s License: $2000

ARTICLE XX-A - APPOINTMENT AND PROMOTION, MASSACHUSETTS MARITIME ACADEMY

1. DEFINITIONS

For the purposes of the foregoing provisions of this Article XX-A, the following definitions shall apply:

* 1. Top License. A Top License shall mean a Master’s or a Chief Marine Engineer’s license.
	2. Engineer Officer’s License (~~Chief,~~ First, Second or Third Engineer). A marine license issued by the United States Coast Guard that has no restrictions as to the waters upon which the engineer may serve ~~and is not subject to any horsepower limitations~~.
	3. Deck Officer’s License (~~Master or~~ First, Second or Third Mate). A marine license issued by the United States Coast Guard for service as a master or mate on ocean vessels which qualifies the licensee to serve in the same grade on any waters ~~and on any tonnage vessel~~.

ARTICLE XII-A - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS, MASSACHUSETTS MARITIME ACADEMY

1. MILITARY CUSTOMS AND OBLIGATIONS
2. Officer Ranks

In keeping with the expectations that Professional Maritime Faculty are customarily called officers, the following ranks shall be observed:

* + 1. Those members meeting the requirements under XX-A.A.1 shall obtain the rank of Lieutenant.
		2. Those members meeting the requirements under XX-A.A.2 shall obtain the rank of Lieutenant Commander.
		3. Those members meeting the requirements under XX-A.A.3 shall obtain the rank of Commander.
		4. Those members meeting the requirements under XX-A.A.4 shall obtain the rank of Captain.

Whenever any member has been promoted to a higher rank under the guidelines of XX-A, they shall also receive promotion to the officer ranks described.