

Report of the Chair of the Grievance Committee
MSCA Delegate Assembly
Friday May 5, 2023

The MSCA Grievance Committee Chair serves as a resource to campus grievance officers during the initial stages of grievances and works directly with grievants if grievances proceed to mediation and/or arbitration. The MSCA grievance chair also communicates and consults with the MSCA president.

Many grievances can be resolved at the campus level through the efficient enforcement of the MSCA Collective Bargaining Agreement. The ability to effectively resolve issues locally demonstrates the commitment and competence of the MSCA Grievance Chairs at the nine State University campuses. If grievances are not able to be resolved at the campus level the MSCA Grievance Committee convenes monthly to determine if those grievances merit being taken to mediation and/or arbitration.

During the 2022-2023 academic year 37 grievances were filed across all nine state universities (see table below). While the majority of these were resolved at the campus level, of the eight (8) heard by the Grievance Committee for consideration for mediation, six (6) were moved to mediation and two (2) were not.

At the beginning of academic year 2022-2023 there were 31 grievances pending mediation or arbitration. The two pending arbitration were settled before going to arbitration. Several grievances were withdrawn for a variety of reasons. We have worked diligently to clear the backlog of grievances to be heard at mediation and as of May 5th, 2023, there are four (4) grievances pending mediation and three (3) that failed at mediation that will be considered for arbitration at the May 19th Grievance Committee meeting.

The Grievance Committee continues to attempt to resolve members' grievances in a timely manner and work with members to ensure a better understanding of the grievance process and Collective Bargaining Agreement.

Respectfully submitted,



Jenna E.
Mendell,

Ph.D.

MSCA Grievance Committee Chair

Campus	Grievance Number	Brief description of grievance	Step 1 Hearing Findings	Step 2 Hearing Findings	Moved to Mediation ? Y/N/NA	Moved to Arbitration ? Y/N/NA	MISC NOTES
BSU	01/22-23/01/B	Timeline for submitting evaluation materials not followed by administration	No violation	No Violation	Y	NA	
	02/22-23/01/B	Promotions Committee failed to provide full and complete reasons for denying promotion.	No violation	NA	NA	NA	Withdrawn at Step 2 after Provost recommendation received
Fitchburg	01/22-23/02/A	Dean of Library may have violated the MSCA CBA Article 1, D, #60 (p. 14) definition of a Unit, in the job posting of Position ID 157987, at the level of Associate Director Library Access Services under the APA Union. Librarian unit work has been assigned to an APA job posting.	No violation	No violation	Y	NA	Waiting on mediation meeting to be scheduled.

	02/22-23/02/A	Committee on Tenure has violated Article VIII, Sections H and I. TOC failed to consider and/or misrepresented essential elements of the dossier and did not provide a written statement setting forth completely and fully the reasons why.	Put in abeyance at Step 1. Was resolved informal with VPAA and has been withdrawn.	NA	NA	NA	
	03/22-23/02/A	The administration violated Article IX by requiring a unit member to go up for tenure 2 years early because the VPAA "credited them 2 years while in a temporary position towards tenure.	Put in abeyance at Step 1. Was resolved informal with VPAA and has been withdrawn.	NA	NA	NA	
Framingham	01/22-23/03/B	PT pay change after appointment letter signed.	Resolved in member's favor	NA	NA	NA	
	02/22-23/03/B	English Dept PEC not former correctly	Resolved in member's favor	NA	NA	NA	
	03/22-23/03/B	English Dept tenure rep not elected correctly.	Resolved in member's favor	NA	NA	NA	
	04/22-23/03/B	English dept chair eval not conducted correctly	No violation	NA* See Note	NA	NA	Dropped after S1

	05/22-23/03/B	Letter placed in personnel file	No violation	NA* See Note	NA	NA	Dropped after S1
	06/22-23/03BD	Reduction in DGCE pay after appointment letter signed.	No violation	NA* See Note	NA	NA	Dropped after S1
	07/22-23/03/B	Tenure comm used non contractual information in letter	Resolved in member's favor	NA	NA	NA	
	08/22-23/03BD	Day chair involved with DGCE student complaint.	No violation	NA* See Note	NA	NA	Dropped after S1
MCAD	NO GRIEVENCE S						
MCLA	NO GRIEVENCE S						
MMA	01/22-23/05/B	Withdrawn	NA	NA	NA	NA	
	02/22-23/05/B	Withdrawn	NA	NA	NA	NA	
	03/22-23/05/A	Chapter Grievance: Elevating departments without the input and recommendation of the Curriculum Committee	Awaiting Response	NA	NA	NA	

	04/22-23/05/ A	Chapter Grievance: The current Department of Engineering, for the remainder of spring 2023 academic semester, is without a Chair. There was no selection of a Department Chair after the previous Appointed Chair's, 12 months expired.	Awaiting Response	NA	NA	NA	
	05/22-23/05/ A	Chapter Grievance: A number of faculty members' assignments within the proposed restructuring are not in accordance with 1) their expertise and 2) within the contractual obligation to teach 50% of their required course load in their newly proposed department.	Awaiting Response	NA	NA	NA	
SSU	01/22-23/07/ A	Postpone Multifactor Authentication (MFA) sign-in process	Matter considered moot - no remedy offered	NA	NA	NA	
	02/22-23/07/ A	AY 21-22 governance procedures not followed for curricular changes in Public Relations conc. in the	Resolved	NA	NA	NA	

		Media and Comm. Dept.					
	03/22-23/07/B	The cost of GIC Health Insurance premiums was charged to the individual unit member during the summer of 2022.	Resolved	NA	NA	NA	
	04/22-23/07/B	Telephone removal from offices and labs poses a safety violation	No violation	No Violation	Y	NA	Waiting on mediation meeting to be scheduled.
	05/22-23/07/B	Assistant Dean interfering w/internships - Chair's job	Resolved	NA	NA	NA	
Westfield	01/22-23/08/A	Chapter grievance filed concerning teaching contracts for part time faculty not issued in time before start of semester	Resolved	NA	NA	NA	
	02/22-23/08/B	Personal grievance filed for not being compensated with contractual release time for chair duties	Resolved	NA	NA	NA	

	03/22-23/08/B	Personal grievance filed concerning attempt by administration to retroactively subtract workload credits concerning his teaching of classes from Fall 2016 through Fall 2022. Professor received 3 credits each semester the course was taught, but the administration asserts that the University catalog affords only 1 credit for the course. The grievance attempts to prevent the administration from subtracting workload credits from his load history.	Resolved	NA	NA	NA	
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	04/22-23/08/A	Chapter grievance filed concerning lessening of computer services maintained by Information Technology. Unit members are being restricted from components and procedures which they have accessed in past contract cycles.	No Violation	NA* See Note	NA	NA	Westfield SU Executive Council makes decision not to move to Step 2, but to file a new chapter grievance after unit members experience new violations of the level of computer service afforded to unit members, including the lack of administrative access at national conferences where professors were unable to access basic functions such as Zoom and Power Point applications stored on their university-issued laptops
	05/22-23/08/A	Chapter grievance filed concerning lessening of computer services maintained by Information Technology. Unit members are being restricted from components and procedures which they have accessed in past contract cycles.	No Violation	Awaiting Hearing Date			

		Member signed appointment letter incorporating the CBA. Letter specified Work Year: 9/1/21-5/31/22. In July, discovered HR ended employment as of 6/25/2022 (did receive full pay but lost benefits & time in service to state.)					Grievant rehired from June 26, 2022, the day after her termination, through August 20, 2022, the last date of her original letter of appointment. The effect of this action was to make her employment continuous through August 20, 2022.
Worcester	01/22-23/09/B		Resolved	NA	NA	NA	
		Various member of the faculty (most notably in nursing) were hired as Instructors and attained a terminal degree as defined by the CBA (Article I.D.56.e) - member were not automatically promoted according to CBA procedures (Article XX.3)	No Violation	Resolved	NA	NA	President agreed to promote those identified in the grievance who are still at the rank of instructor to Assistant Professor effective Sept. 1, 2022 & and compensation adjusted
	02/22-23/09/A						

	03/22-23/09/A	Article IV-G of the CBA provides tuition waiver and tuition remission for members, their spouses, and their children at any Massachusetts State University. This has not been happening. In a recent case of this, a member received a bill that stated tuition was \$7,089.50 and received a 'tuition credit' of \$708.50.	No Violation	No Violation	N	NA	Worcester State University is not responsible for the changes to UMass billing format and has no authority to grant the remedy sought.
	04/22-23/09/B	Member claimed that WSU neglected to pay \$461.28 for backpay related to the retroactive raises from the last contract. Further, that the 2% raise (July 1, 2022) was delayed in payment.	Withdrawn	NA	NA	NA	By agreement with step 1 hearing officer, we halted the clock & gathered evidence from member & HR. Upon presenting evidence to member, she agreed that her original contention was in error & withdrew the grievance
	05/22-23/09/B	Change of grade past the end of the semester	Withdrawn	NA	NA	NA	
	06/22-23/09/B		Withdrawn	NA	NA		

	07/22-23/09/B	Faculty member's office was moved ahead of schedule. Important documents were not secured and personal items were moved and faculty was unable to gain access for several days	Resolved	NA	NA	NA	
	08/22-23/09/B	Faculty member's schedule was one 3-credit seminar course. On January 12, 2023- 5 days before the start of classes, faculty noticed that 2 additional courses had been added to her schedule	No Violation	No Violation	Y	NA	
	09/22-23/09/B	Faculty went up for early Promotion. She was overwhelmingly supported by everyone except the Dean and then the Provost.	No violation	No Violation	Being heard at GC on May 19th	NA	