



P R E S I D E N T S

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flickr.com/mtacommunications

**MTA/NEA/DESE/MTRS OFFICES,
PHONE NUMBERS AND DIRECTIONS**

ADDRESS AND PHONE NUMBERS OF BOSTON HEADQUARTERS

20 Ashburton Place, Boston, MA 02108 - *Phone: 800.392.6175 or 617.878.8000*

President

Paul Toner
Ext. 8214

Vice President

Timothy Sullivan
Ext. 8293

Executive Director-Treasurer

Ann Clarke
Ext. 8210

**Director
Affiliate Services**

To Be Determined

**President
MTA Benefits**

Maryann Robinson
617.557.6614

**Director
Communications**

James Sacks
Ext. 8308

**Director
Finance and Accounting**

Kathleen Conway
Ext. 8309

**Director
Governmental Services**

Joanne Blum
Ext. 8317

**General Counsel
Legal Services**

Susan (Lee) Wessinger
Ext. 8287

**Director
Center for
Education Policy
and Practice**

Kathleen Skinner
Ext. 8233

**Director
Professional Services**

Mary Ann Alford
Ext. 8213

Acting Grassroots Campaign Manager

Angelique Pirozzi
Ext. 8190

**Director
Higher Education**

Joey Hansen
Ext. 8330

Retired Members Service Specialist

Jo Ann Fitzgerald
Ext. 8314

ADDRESSES AND PHONE NUMBERS OF REGIONAL SERVICE CENTERS

**Taylor Brennan
Manager, Central Region
Ext. 8554**

Auburn Service Center and
Statewide ESP Organizer
48 Sword Street
Auburn, MA 01501
800.542.5504

Holyoke Service Center
55 Bobala Road, Suite 3
Holyoke, MA 01040
800.432.1117

Pittsfield Service Center
188 East Street
Pittsfield, MA 01201-6124
800.464.8088

**Mark Sheehan
Manager, Northeast
and Metro Regions
Ext. 8505**

Braintree Service Center
100 Grandview Road, Suite 320
Braintree, MA 02184-2635
800.479.1410

Lynnfield Service Center
50 Salem Street, Building B, Suite 9
Lynnfield, MA 01940
800.421.3332

Director

Raynham Service Center
90 New State Highway (Route 44)
Raynham, MA 02767
800.336.1118

National Education Association

National Headquarters
1201 16th Street, N.W.
Washington, D.C. 20036
Telephone: 202.833.4000
www.nea.org

Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street
Malden, MA 02148-4906
Telephone: 781.338.3000
www.doe.mass.edu

Educator Licensure/Educator Preparation & Quality
75 Pleasant Street
Malden, MA 02148-4906
Telephone: 781.338.6600
www.doe.mass.edu/educators

Massachusetts Teachers' Retirement System

1 Charles Park
Cambridge, MA 02142-1206
Telephone: 617.679.6877 (MTRS)
www.mass.gov/mtrs

DIRECTIONS TO MTA REGIONAL SERVICE CENTERS

AUBURN SERVICE CENTER

48 Sword Street
Auburn, Massachusetts 01501
Phone: 800.542.5504

From Massachusetts Turnpike

- From the Massachusetts Turnpike take the Auburn exit onto I-290 East.
- Exit from Interstate 290 at the Swanson Road Exit. Take right at the end of ramp.
- Continue to first intersection. Take a left at lights onto Route 12.
- Left turn onto Sword Street — also marked with a sign “Auburn Industrial Park” and across from bowling alley.
- 48 Sword Street is the first building on left; MTA office is on the second floor on the right-hand side of building.

LYNNFIELD SERVICE CENTER

50 Salem Street, Bldg B, Suite 9
Lynnfield, Massachusetts 01940
Phone: 800.421.3332

From Route 128 North

- Take Exit 42, go left off ramp onto Salem Street.
- Continue 1/2 mile to 50 Salem Street on left.

From Route 128 South

- Take Exit 43, go left off ramp and then right at the lights.
- Proceed a few hundred feet to 50 Salem Street on right.

RAYNHAM SERVICE CENTER

90 New State Highway (Rt. 44)
Raynham, Massachusetts 02767
Phone: 800.336.1118

From Route 128 or Route 3

- From either Route 128 or Route 3, take Route 24 South.
- Exit from Route 24 South at Exit 13B, which is Route 44.
- Stay in right-hand lane after exit — the building is on the right.

BRAINTREE SERVICE CENTER

100 Grandview Rd., Suite 320
Braintree, Massachusetts 02184
Phone: 800.479.1410

From Route 128

- From Route 128 to Exit 6 (Braintree).
- At lights, take right onto Forbes Road to Sheraton-Tara.
- Pass Tara; take left up Grandview Road to Corcoran Building.

HOLYOKE SERVICE CENTER

55 Bobala Road, Suite 3
Holyoke, Massachusetts 01040
Phone: 800.432.1117

From Massachusetts Turnpike

- From Mass. Pike take Exit 4 to Interstate 91 North. Follow I-91 North to Exit 15.
- Take Exit 15 toward Ingleside, staying in the outer lane as you make a left onto Lower Westfield Road.
- Go through one light. At next light, turn left onto Homestead Road, which will become Whitney Avenue. Follow Whitney Avenue to the railroad tracks.
- After the tracks, take the next right onto Bobala Road, then take the next right going up the hill to the site. The entrance is on the left side of the building.

PITTSFIELD SERVICE CENTER

188 East Street
Pittsfield, Massachusetts 01201
Phone: 800.464.8088

From the North:

- Follow Route 7 to First Street. Follow First Street to the end and turn left onto East Street.
- Take an immediate right onto Bartlett Avenue — Berkshire Athenaeum is on the corner — and follow to the first intersection, which is at a stop sign, and turn left onto East Housatonic Street.
- Take a left at next side street onto Pomeroy Avenue, a one-way street.
- Follow Pomeroy Avenue, staying left to turn into the parking lot behind the MTA office. The parking lot is on the left-hand side of the street, facing East Street. The MTA office is in the same building as Yantovsky Dentistry.

From the South:

- Follow Route 7 and 20 to downtown Pittsfield.
- Take a left onto East Housatonic Street at the intersection before the Colonial Theatre and turn left onto Pomeroy Avenue, which is a one-way street.
- Follow directions listed above from Pomeroy Avenue.

From the East:

- From Allendale Shopping Center in Pittsfield, go to East Street and take a left at the intersection just before Pittsfield High School on Appleton Avenue.
- Follow Appleton Avenue to the first intersection at Appleton Avenue and East Housatonic Street. At the traffic light, turn right onto East Housatonic Street. Then take your first right onto Pomeroy Avenue, which is a one-way street.
- Follow directions listed above from Pomeroy Avenue.

IMPORTANT MTA INFORMATION

STRATEGIC ACTION PLAN

The MTA is on the move, systematically educating, organizing and mobilizing our 110,000 members to meet the challenges of today and the needs of tomorrow.

By engaging and activating our members under the guidance of our **Strategic Action Plan**, we are building our organizational power and our strength.

One key priority is to increase the voice of educators in the policy, political, legislative and regulatory processes at the local and state levels as we advocate for quality public education and the needs of our students. To make this happen, we are putting two essential structures in place. Our **Full Capacity Local Initiative** is helping local associations and chapters maximize their ability to advance their members' professional goals and represent the needs of students in advocacy, political action and other areas. It goes hand in hand with a program that is creating **Legislative and Political Action Teams** and recruiting local **Political Action Leaders** to work in concert with them.

As we address our changing environment, we are changing the way we approach our work. As always, the MTA will deliver — and work to improve — core union services, such as bargaining and grievance support. But we recognize that our membership is changing, and the economic, political and professional climate in which we operate sets increasingly daunting challenges for public education. We are determined to meet these challenges head-on.

As it always has, our power resides in our members — informed, unified and active members. Every day, they bring to life a vision of quality education through their great commitment, creativity and passion for their students, schools, colleges and communities. This is the basis for both our success and our renewal as a union. The more member-driven we become in everything we do, the stronger we will be on all fronts.

Full Capacity Local Initiative

One of the central concepts of the MTA's Strategic Action Plan is the vision of the "full capacity local association."

A full capacity local is vibrant and sets clear goals. It is a healthy organization that successfully engages large numbers of its members in key areas — including advocacy and political action — to advance their interests as professionals. It welcomes members and lets them know that their participation is meaningful.

Among other attributes, a full capacity local:

- Advocates for members via collective bargaining, grievance and arbitration processing and enforcement of legal rights.
- Is recognized as the "voice of education" by members, parents, community leaders and the media.
- Has numerous leaders who are seen by members as trailblazers in important areas.
- Has many members who understand and can articulate the role of unions in creating a just society.
- Has leaders and members who are actively engaged in the political process at the local and state levels, model political engagement to others and actively participate in the MTA candidate recommendation process.
- Has a political action structure and members who are trained to take part in campaigns and lobbying.

- Has strong bylaws, transparent financial and membership systems and a firm commitment to meeting its legal and fiduciary obligations.
- Is dedicated to long-range planning, with meaningful involvement at all levels by leaders and members alike.
- Has an intentional program for eliciting and addressing the concerns, values and goals of new members, thereby generating leadership for the future.

Some locals have already taken part in the program. These locals are the forerunners of a much larger effort in which the MTA will seek to work with every local and chapter to build the vision, the structures and the broad base of involvement that our members and our students need and deserve.

Legislative and Political Action Teams

At the heart of MTA's efforts to increase member involvement in legislative and electoral politics are our Legislative and Political Action Teams. The LPATs are structured around the Legislature and based in each of the 40 Senate districts around the state. They are designed to empower members, strengthen our relationships with each other and our legislators and advocate for the MTA's legislative and political agenda. They are working closely with Political Action Leaders — PALs — who represent local associations and chapters.

Each LPAT is led by a coordinator who has been through extensive training to prepare for the role. Those who serve on LPATs include active members and retirees, teachers and higher education faculty, professional staff and education support professionals.

The PALs, like the LPATs, are vital to our success. They are charged with creating local communications networks, organizing and recruiting members and lobbying. Each local president is asked to appoint a PAL for his or her association or chapter.

The degree of our success depends in large measure on you, in your role as president, as well as the many others involved in this energizing renewal process. We urge you to encourage all of your members — including those new to the MTA — to help us transform our association, using the Strategic Action Plan as a guide. For additional, information, please consult your field representative.

Working together, we can make a difference and help shape a bright future for our students, our members and public education.

To read the MTA Strategic Action Plan, please visit the Members Area of our website, massteacher.org.

THE MTA ANNUAL MEETING OF DELEGATES

The Annual Meeting of Delegates is held in May.

The Annual Meeting is composed of delegates apportioned by MTA and elected by and from the local, county and state affiliates; ethnic minority representatives elected from the electoral region; and statewide retired district delegates, as well as the MTA Board of Directors. The proceedings are governed by *Robert's Rules of Order Newly Revised* and the *MTA Bylaws and Standing Rules*.

The delegates to the Annual Meeting have the following duties:

- Elect the President, Vice President, Regional Executive Committee members, Board of Directors, At-large Director for Ethnic Minority Membership, At-large Director for Education Support Professionals and Statewide Retired District Directors.
- Establish the level of annual dues.
- Adopt the annual budget of the association.
- Exercise final authority in all matters of the association, except as otherwise provided in the bylaws or by statute.
- Amend the bylaws of the association.
- Adopt the agenda and the rules governing the meeting.
- Act on new business items brought before the meeting.
- Enact all other such measures as may be necessary to achieve the goals and objectives of the association that are not in conflict with the bylaws.
- Accredite delegates and alternates at the Annual Meeting.
- Fill interim vacancies that occur on the Board by mail ballot.

THE NEA REPRESENTATIVE ASSEMBLY

The NEA Representative Assembly, known familiarly as the “RA,” is the annual meeting of the National Education Association. It is normally held in late June and early July.

The RA is composed of delegate/members of the association and derives its powers from and is responsible to the membership.

Delegates to the RA from local and state affiliates are apportioned and elected in accordance with the provisions of the NEA Constitution and Bylaws.

The RA performs the following functions: establishes association policies and objectives; elects the President, the Vice President, the Secretary-Treasurer, the At-large members of the Board of Directors and the members of the Executive Committee as provided in the NEA Constitution and/or the Bylaws; adopts the annual budget; establishes dues; approves or ratifies the establishment of subsidiary corporate structures; exercises final authority in all matters of the association; amends the NEA Constitution and Bylaws; votes on proposed resolutions; and enacts such other measures as may be necessary to achieve the goals and objectives of the association which are not in conflict with the NEA charter, Constitution, or Bylaws.

September 2011

LOCAL ASSOCIATION ELECTORAL DIRECTORY

List by Association Name

Electoral District/Board of Directors = AEDS

Electoral Regions/Executive Committee = AERG

ASSN	AEDS	AERG	ASSN	AEDS	AERG
ABINGTON EDUCATION ASSN	35	C	BLCKSTN MILLVLE REG SCH	30	E
ACTON EDUCATION ASSN	13	F	BLCKSTN MILLVLE SUPP PERS	30	E
ACTON PUB & ACTON BOXBOROUGH	13	F	BLACKSTONE VLY REG VOC	30	E
OFFICE SUPPORT ASSN	13	F	BLUE HILLS REG VOC TEACHERS	37	E
ACUSHNET TEACHERS ASSN	40	E	BOURNE EDUCATORS ASSN	41	C
ADAMS CHESHIRE TCHRS	01	A	BOXBORO TEACHERS ASSN	13	F
AGAWAM EDUCATION ASSN	02	A	BOXFORD TEACHERS ASSN	22	F
AGAWAM PROFESSIONAL ADMN ASSN	02	A	BOYLSTON TEACHERS ASSN	09	B
ALGONQUIN REG TCHRS ASSN	09	B	BRAINTREE EDUCATION ASSN	32	D
AMHERST PELHAM EDUC ASSN	04	A	BRDGWTR RAYNHM EDUC ASSN	35	C
AMHERST PELHAM ADM ASSN	04	A	BRIMFIELD EDU SUPPT PROF ASSN	8	B
ANDOVER EDUCATION ASSN	22	F	BRISTOL CNTY AGRC HS SUPP STAFF	38	E
ANDOVER ADMIN ASSN	22	F	BRISTOL PLYMOUTH TEACHERS	37	E
ARLINGTON EDUCATION ASSN	20	G	BROCKTON EDUCATION ASSN	36	C
ASHBURNHM-WSTMNSTR PARA ASSN	07	B	BROCKTON ED PARA ASSN	36	C
ASHBURNHAM WESTMINSTER TA	07	B	BROOKFIELD ED SUPP PROF ASSN	8	B
ASHLAND EDUCATORS ASSN	14	D	BROOKLINE EDUCATORS UNION	27	D
ASSN OF PROF ADMIN	47	H	BURLINGTON EDUCATORS ASSN	17	G
APA BRIDGEWATER STATE CLG	47	H	CAMBRIDGE SAFETY SPEC ASSN	19	G
APA FITCHBURG STATE CLG	47	H	CAMBRIDGE TEACHERS ASSN	19	G
APA FRAMINGHAM STATE CLG	47	H	CANTON TEACHERS ASSN	30	E
APA MASS CLG OF ART	47	H	CAPE TECH ASSN	42	C
APA MASS CLG OF LIBERAL ARTS	47	H	CARLISLE TEACHERS ASSN	15	D
APA MASS MARITIME ACADEMY	47	H	CENTRAL BERKSHIRE TCHRS	01	A
APA SALEM STATE CLG	47	H	CENTRAL BERKSHIRE ADMIN	01	A
APA WESTFIELD STATE CLG	47	H	CHELMSFORD ADMIN ASSN	12	F
APA WORCESTER STATE CLG	47	H	CHELSEA ADMIN ASSN	19	G
ATHOL TEACHERS ASSN	07	B	CHESTERFIELD GOSHEN T ASSN	03	A
ATTLEBORO CLERICAL PERSNL	38	E	CHICOPEE EDUCATION ASSN	26	A
ATTLEBORO CUSTODIANS ASSN	38	E	CLARKSBURG TCHRS ASSN	01	A
ATTLEBORO EDUCATION ASSN	38	E	CLINTON TEACHERS ASSN	13	F
ATTLEBORO PARA ASSN	38	E	COHASSET TEACHERS ASSN	33	C
ATTLEBORO SCH TRADES ASSN	38	E	CONCORD TEACHERS ASSN	15	D
AUBURN EDUCATION ASSN	08	B	C.A.S.E. PROF ASSN	15	D
AVON EDUCATION ASSN	32	D	CONCORD CARLISLE TCHRS	15	D
AYER SHIRLEY REGIONAL E A	13	F	CONCORD CARLISLE SUPP STF	15	D
BARNSTABLE ADMIN ORG	41	C	CONCORD CARLISLE BUS DRIV	15	D
BARNSTABLE TEACHERS ASSN	41	C	DANVERS TEACHERS ASSN	24	F
BAY PATH TCHRS ASSN	08	B	DARTMOUTH EDUCATORS ASSN	40	E
BAY PATH ADMIN ASSN	08	B	DEDHAM EDUCATION ASSN	27	D
BEDFORD EDUCATION ASSN	15	D	DENNIS YARMOUTH ED ASSN	42	C
BELCHERTOWN TCHRS ASSN	03	A	DEN YARMOUTH SECTY & AIDE	42	C
BELLINGHAM TEACHERS ASSN	30	E	DIGHTON REHOBOTH TCHRS	38	E
BELMONT EDUCATION ASSN	20	G	DIGHTON-REHOBOTH PARA ASSN	38	E
BERKLEY TEACHERS ASSN	39	E	DIMAN TEACHERS ASSN	39	E
BERKSHIRE HILLS ED ASSN	01	A	DOUGLAS TEACHERS ASSN	11	B
BERLIN TEACHERS ASSN	09	B	DOVER SHERBORN EDUC ASSN	28	D
BEVERLY TEACHERS ASSN	24	F	DRACUT ADMINISTRATORS ASSN	12	F
BILLERICA ADMIN GRP	16	G	DRACUT TEACHERS ASSN	12	F

ASSN	AEDS	AERG	ASSN	AEDS	AERG
DRACUT PARAPROF ASSN	12	F	HUDSON SCHOOL SECTERIAL ASSN	13	F
DUDLEY CHARLTON TCHRS	08	B	HULL TEACHERS ASSN	33	C
DUXBURY TEACHERS ASSN	34	C	IPSWICH TEACHERS ASSN	24	F
E BRIDGEWATER EDUC ASSN	35	C	KEEFE TECH EDUCATORS	14	D
E BRIDGEWATER ASST PRINCIPALS	35	C	KEEFE TECH SCH SECTRL	14	D
E BRDGEWTR DEPT CHRPSONS ASSN	35	C	KING PHILIP TCHRS ASSN	30	E
E LONGMEADOW EDUC ASSN	06	A	KINGSTON ED SUPP PERS ASST	34	C
EASTHAMPTON EDUC ASSN	03	A	KINGSTON TEACHERS ASSN	34	C
EASTON EDUCATORS ASSN	37	E	LABBB COLLABORATIVE ED ASSN	17	G
ERVING TEACHERS ASSN	4	A	LANESBORO TEACHERS ASSN	01	A
EVERETT TEACHERS ASSN	20	G	LEE EDUCATION ASSN	01	A
FAIRHAVEN EDUCATORS ASSN	39	E	LEICESTER ED ASSN	08	B
FALL RIVER EDUCATORS ASSN	39	E	LENOX EDUCATION ASSN	01	A
FALMOUTH EDUCATORS ASSN	42	C	LEOMINSTER ADMIN ASSN	07	B
FARMINGTON RIVER REG T A	01	A	LEOMINSTER EDUCATION ASSN	07	B
FITCHBURG TEACHERS ASSN	07	B	LEOMINSTER ED AIDES ASSN	07	B
FLORIDA EDUCATION ASSN	01	A	LEOMINSTER TUTORS ASSN	07	B
FOXBOROUGH EDUCATION ASSN	38	E	LEOMINSTER SCH SECTY ASSN	07	B
FRAMINGHAM TEACHERS ASSN	14	D	LEVERETT EDUCATION ASSN	04	A
FRANKLIN COUNTY TECH ASSN	04	A	LEXINGTON EDUCATION ASSN	17	G
FRANKLIN EDUCATION ASSN	28	D	LINCOLN TEACHERS ASSN	15	D
ED ASSN FREETOWN&LAKEVILLE	35	C	LINCOLN SUDBURY REG TCHRS	15	D
FRONTIER REG TCHRS ASSN	04	A	LITTLETON EDUCATORS ASSN	13	F
GARDNER EDUCATION ASSN	07	B	LONGMEADOW EDUCATION ASSN	06	A
GATEWAY TCHRS ASSN INC	02	A	LOWELL TCHRS ORGANIZATION	12	F
GEORGETOWN EDUCATION ASSN	23	F	LUDLOW EDUCATION ASSN	06	A
GEORGETOWN ED SUPP ASSN	23	F	LUNENBURG TEACHERS ASSN	13	F
GILL MONTAGUE TCHRS ASSN	04	A	LYNNFIELD TEACHERS ASSN	25	F
GLOUCESTER TEACHERS ASSN	24	F	MAHAR TEACHERS ASSN	04	A
GLOUCESTER ASSN EDUC PARA	24	F	MALDEN EDUCATION ASSN	21	G
GRAFTON TEACHERS ASSN	11	B	MANCHESTER-ESSEX TCHRS ASSN	24	F
GRANBY EDUCATORS ASSN	03	A	MANSFIELD ASSN SECTYS/CLERKS	38	E
GRANVILLE TCHRS ASSN	02	A	MANSFIELD CHILD CARE WRKRS	38	E
GREATER LOWELL REG T O	12	F	MANSFIELD CUST/MAINT ASSN	38	E
GREATER LOWELL ED SUP	12	F	MANSFIELD EDUCATORS ASSN	38	E
GRTR LOWELL PARA EDUCATORS	12	F	MANSFIELD FOOD SERV WRKRS	38	E
GREENFIELD EDUCATION ASSN	04	A	MARBLEHEAD EDUCATION ASSN	25	F
GROTON DUNSTABLE ED ASSN	12	F	MARION TEACHERS ASSN	41	C
HADLEY EDUCATION ASSN	03	A	MARLBOROUGH TEACHERS ASSN	14	D
HALIFAX TEACHERS ASSN	35	C	MARSHFIELD EDUCATION ASSN	33	C
HAMILTN-WEN ED ASSN	24	F	MARTHAS VINEYD EDUCATORS	43	C
HAMPDEN WILBRAHAM ED ASSN	06	A	MARTHAS VINEYD REG T & ED	43	C
HAMPSHIRE REG EDUC ASSN	03	A	MASCONOMET TEACHERS ASSN	22	F
HANCOCK TEACHERS ASSN	01	A	MASHPEE TEACHERS ASSN	42	C
HANOVER TEACHERS ASSN	33	C	MASS COMM COLL COUNCIL	44	H
HARVARD TEACHERS ASSN	13	F	MCCC BERKSHIRE COM CLG	44	H
HATFIELD TEACHERS ASSN	03	A	MCCC BRISTOL COM CLG	44	H
HAVERHILL EDUCATION ASSN	23	F	MCCC BUNKER HILL COM CLG	44	H
HAWLEMONT TEACHERS ASSN	04	A	MCCC CAPE COD COM CLG ASSN	44	H
HINGHAM EDUCATION ASSN	33	C	MCCC GREENFIELD COM CLG	44	H
HOLBROOK EDUCATION ASSN	32	D	MCCC HOLYOKE COM CLG	44	H
HOLLAND ED SUPP PROF ASSN	8	B	MCCC MASS BAY COM CLG	44	H
HOLYOKE EDUCATORS ASSN	26	A	MCCC MASSASOIT COM CLG	44	H
HOLYOKE PARAPROF ASSN	26	A	MCCC MIDDLESEX COM CLG	44	H
HOLYOKE TEACHERS ASSN	26	A	MCCC MT WACHUSETT COM CLG	44	H
HOLYOKE PUB SCH SECTY ASSN	26	A	MCCC NORTHRN ESSEX COM CL	44	H
HOPEDALE EDUCATION ASSN, INC.	11	B	MCCC NORTH SHORE COM CLG	44	H
HOPKINTON TEACHERS ASSN	14	D	MCCC QUINSIGAMOND COM CLG	44	H
HUDSON ASSISTANT TCHRS ASSN	13	F	MCCC ROXBURY COM CLG	44	H
HUDSON CAFETERIA WORKERS	13	F	MCCC SPRINGFIELD TECH C C	44	H
HUDSON EDUCATION ASSN	13	F	MCCC DCE	44	H

ASSN	AEDS	AERG	ASSN	AEDS	AERG
MASS STATE COLLEGES ASSN	45	H	NORTHBRIDGE TCHRS ASSN	11	B
MSCA BRDGWTR STATE UNIV	45	H	NORTHEAST TEACHERS ASSN	21	G
MSCA FITCHBURG STATE UNIV	45	H	NORTHEAST SEC ASSN	21	G
MSCA FRAMINGHAM STATE UNIV	45	H	NORTHEAST SUPERVISORS ASSN	21	G
MSCA MASS CLG OF ART	45	H	NORTON TEACHERS ASSN	38	E
MSCA MASS CLG OF LIBERAL ARTS	45	H	EDUCATION ASSN OF NORWELL	33	C
MSCA MA MARITIME ACADEMY	45	H	NORWOOD TEACHERS ASSN	28	D
MSCA SALEM STATE UNIV	45	H	OLD ROCHESTER PROF EDUCATORS	41	C
MSCA WESTFIELD STATE UNIV	45	H	ORANGE ELEM TCHRS ASSN	04	A
MSCA WORCESTER ST UNIV	45	H	OXFORD EDUCATION ASSN	11	B
MSCA DGCE	45	H	PALMER TEACHERS ASSN	06	A
MATTAPOISETT EDUCATORS	41	C	PATHFINDER EDUCATION ASSN	06	A
MAYNARD EDUCATION ASSN	13	F	PEABODY ADMIN ASSN	25	F
MCCANN SCHOOL FAC ASSN	01	A	PEMBROKE TEACHERS ASSN	34	C
MEDFIELD TEACHERS ASSN	28	D	PENTUCKET ASSN OF TCHRS	23	F
MEDFORD PARAPROFESSIONALS	20	G	PETERSHAM ED ASSN	04	A
MEDFORD TEACHERS ASSN	20	G	PIONEER VLY UNION ED ASSN	04	A
MELROSE EDUCATION ASSN	21	G	PIONEER VLY ASSN OF SUPP PERS	04	A
MELROSE EDUCATIONAL PARA	21	G	PITTSFIELD ADMSTRAT UNIT	01	A
MELROSE SECRETARIAL ASSN	21	G	UNITED ED OF PITTSFIELD	01	A
MENDON UPTON REG TCHRS	11	B	PLAINVILLE EDUC ASSN	30	E
METHUEN ADMIN ASSN	22	F	PLYMOUTH&CARVER ED ASSN	34	C
METHUEN EDUCATION ASSN	22	F	PLYMOUTH ADMIN ASSN	34	C
MIDDLEBORO EDUCATION ASSN	35	C	PLYMPTON TEACHERS ASSN	34	C
MIDDLETON EDUCATORS ASSN	22	F	PROVINCETOWN ASSN OF EDUC	42	C
MILFORD TEACHERS ASSN	11	B	QUABBIN REG SCH DIST PARA ASSN	08	B
MILLBURY TEACHERS ASSN	11	B	QUABBIN REG TCHRS ASSN	08	B
MILLIS TEACHERS ASSN	28	D	QUABOAG EDUCATION ASSN	08	B
MILTON EDUCATORS ASSN	32	D	QUINCY EDUCATION ASSN	27	D
MINUTEMAN FACULTY ASSN	17	G	RANDOLPH EDUCATION ASSN	30	E
MOHAWK DIST ED ASSN, INC.	04	A	READING ASSN SECY & CLKS	16	G
MONOMOY REG ED ASSN	42	C	READING ED ASST ASSN	16	G
MONSON TEACHERS ASSN	06	A	READING TEACHERS ASSN	16	G
MONTACHUSETT REG MAIN ASSN	07	B	READS COLLABORATTVE E A	35	C
MONTACHUSETT REG TCHRS	07	B	REVERE TEACHERS ASSN	25	F
MT GREYLOCK FACULTY ASSN	01	A	RICHMOND TEACHERS ASSN	01	A
NAHANT TEACHERS ASSN	25	F	ROCHESTER MEM SUPP PERS ASSN	41	C
NANTUCKET TEACHERS ASSN	43	C	ROCHESTER MEMORIAL TCHRS ASSN	41	C
NARRAGANSETT DST ED ASSN	07	B	ROCKLAND EDUCATION ASSN	33	C
NASHOBA REG EDUC ASSN	13	F	ROCKPORT ED SUPPORT PERS	24	F
THE EDUC ASSN OF NATICK	15	D	ROCKPORT TEACHERS ASSN	24	F
NATICK SECYS/CLERKS ASSN	15	D	ROWE TEACHERS ASSN	04	A
NAUSET EDUCATION ASSN	42	C	SANDWICH EDUCATION ASSN	41	C
NEEDHAM EDUCATION ASSN	32	D	SAUGUS EDUCATORS ASSN	25	F
NEW BEDFORD EDUC ASSN	40	E	SAUGUS ED PARA ASSN	25	F
NEWBURYPORT TCHRS ASSN	23	F	SAUGUS SCH CLERICAL ASSN	25	F
NEWTON TEACHERS ASSN	18	G	SAVOY ED ASSN	01	A
NORFOLK TEACHERS ASSN	30	E	SCITUATE TEACHERS ASSN	33	C
N ADAMS TEACHERS ASSN	01	A	SEEKONK EDUCATORS ASSN	38	E
N ADAMS PARA ASSN	01	A	SEGREGANSET TCHRS ASSN	37	E
N ANDOVER CUSTODIANS ASSN	22	F	SHARON TEACHERS ASSN	30	E
N ANDOVER TEACHERS ASSN	22	F	SHAWSHEN TEACHERS ASSN	16	G
N BROOKFIELD ADMIN ASSN	08	B	SHREWSBURY EDUCATION ASSN	09	B
N BROOKFIELD TCHRS ASSN	08	B	SHREWSBURY PARAPROF ASSN	09	B
N MIDLSX GEN/TCH ASST ASSN	12	F	SHUTESBURY EDUCATION ASSN	04	A
N MIDDLESEX REG SCH DIST	12	F	SILVER LAKE EDUCATION ASSN	34	C
N READING EDUCATION ASSN	25	F	SHIRLEY TEACHERS ASSN	13	F
NORTH SHORE ED ASSN	24	F	SIPPICAN SUPP PERSONELL ASSN	41	C
NORTHAMPTON ASSN SCH EMPLYS	03	A	SOMERSET TEACHERS ASSN	39	E
NORTHBORO CAFETERIA WRKRS	09	B	SOMERVILLE TEACHERS ASSN	19	G
NORTHBORO TEACHERS ASSN	09	B	S HADLEY EDUCATION ASSN	03	A

ASSN	AEDS	AERG	ASSN	AEDS	AERG
SOUTHERN BERKSHIRE REG	01	A	W SPRINGFIELD EDUC ASSN	02	A
S WORCESTER CNTY ED COLL	08	B	WESTBORO TEACHERS ASSN	09	B
SOUTHAMPTON TEACHERS ASSN	03	A	WESTFIELD EDUCATION ASSN	02	A
SOUTHBORO TEACHERS ASSN	09	B	WESTFORD EDUCATION ASSN	12	F
SOUTHBRIDGE EDUC ASSN	08	B	WESTHAMPTON TEACH ASSN	03	A
SOUTHWICK – TOLLAND ED ASSN	02	A	WESTON EDUCATION ASSN	17	G
SPENCER E BROOKFLD T A	08	B	WESTON AID PARAPROF ASSN	17	G
SPRINGFIELD ADMIN ASSN	05	A	WESTWOOD TEACHERS ASSN	28	D
SPRINGFIELD EDUCATION ASSN	05	A	WEYMOUTH TEACHERS ASSN	32	D
STONEHAM TEACHERS ASSN	20	G	WHITMAN HANSON EDUC	35	C
STOUGHTON TEACHERS ASSN	37	E	WHITTIER RG TEACHERS ASSN	23	F
STURBRIDGE EDUC SUPP PERS	08	B	WILLIAMSBURG TCHRS ASSN	03	A
SUDBURY EDUCATION ASSN	15	D	WILLIAMSTOWN EDUC ASSN	01	A
SUTTON ED SUPP PROFFSNLS ASSN	11	B	WILMINGTON TEACHERS ASSN	16	G
SUTTON TEACHERS ASSN	11	B	WINCHENDON SECTYS ASSN	07	B
SWAMPSCOTT EDUCATION ASSN	25	F	WINCHENDON EDUC SUPP PERS	07	B
SWANSEA EDUCATORS ASSN	39	E	WINCHENDON TCHRS ASSN	07	B
SWANSEA TEACHER AIDES ASSN	39	E	WINCHESTER EDUCATION ASSN	16	G
SWIFT RIVER ED ASSN	04	A	WINTHROP TEACHERS ASSN	25	F
TANTASQUA EDUCATION ASSN	08	B	WOBURN TEACHERS ASSN	16	G
TAUNTON ADMIN ASSN	37	E	ED ASSN OF WORCESTER INC	10	B
TAUNTON ED SECTY/ASST ASSN	37	E	WRENTHAM TEACHERS ASSN	30	E
TAUNTON EDUCATION ASSN	37	E			
TECHNICAL EMPLOYEES ASSN	05	A			
TEWKSBURY TEACHERS ASSN	12	F			
TOPSFIELD TEACHERS ASSN	22	F			
TRI COUNTY TCHRS ASSN	28	D			
TRI COUNTY MAINT ASSN	28	D			
TRITON REG TCHRS ASSN	23	F			
TRURO ED ASSN	42	C			
TYNGSBORO TEACHERS ASSN	12	F			
UNION 38 TEACHERS ASSN	04	A			
UNION 61 TEACHERS ASSN	08	B			
UMASS-AMHERST & BOSTON (PSU)	49	H			
UMASS MA SOC OF PROF/AMHERST	46	H			
MSP/FSU/MTA/NEA/BOSTON	46	H			
UMASS BOSTON – CSU	47	H			
UMASS LOWELL – CTU	47	H			
UMASS LOWELL MSP	47	H			
UMASS LOWELL – GRACE	47	H			
UMASS LOWELL – MTU	47	H			
UNIVERSITY STAFF ASSN	48	H			
UPPER CAPE REG TCHRS ASSN	41	C			
UXBRIDGE TEACHERS ASSN	11	B			
WACHUSETT REG EDUC ASSN	09	B			
WAKEFIELD EDUCATION ASSN	21	G			
WALES ESSNTL SUP PERS ASSN	08	B			
WALPOLE TEACHERS ASSN	30	E			
WALTHAM EDUCATORS ASSN	17	G			
WARE TEACHERS ASSN	03	A			
WAREHAM EDUCATION ASSN	41	C			
WATERTOWN TEACHERS ASSN	18	G			
WAYLAND TEACHERS ASSN	15	D			
WEBSTER ADMIN ASSN	11	B			
WEBSTER EDUCATORS ASSN	11	B			
WEBSTER SECTY & CLKS ASSN	11	B			
WEBSTER INSTRUCT'L ASTNTS ASSN	11	B			
WELLESLEY TEACHERS ASSN	28	D			
WELLESLEY ED PROF SUPPORT ASSN	28	D			
W BOYLSTON TEACHERS ASSN	09	B			
W BRIDGEWATER ED ASSN	35	C			

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ELECTORAL DISTRICT: 01A
 ADAMS CHESHIRE TCHRS
 BERKSHIRE HILLS ED ASSN
 CENTRAL BERKSHIRE ADMIN
 CENTRAL BERKSHIRE TCHRS
 CLARKSBURG TCHRS ASSN
 FARMINGTON RIVER REG T A
 FLORIDA EDUCATION ASSN
 HANCOCK TEACHERS ASSN
 LANESBORO TEACHERS ASSN
 LEE EDUCATION ASSN
 LENOX EDUCATION ASSN
 MCCANN SCHOOL FAC ASSN
 MT GREYLOCK FACULTY ASSN
 N ADAMS PARA ASSN
 N ADAMS TEACHERS ASSN
 PITTSFIELD ADMSTRAT UNIT
 RICHMOND EDUCATION ASSN
 SAVOY ED ASSN
 SOUTHERN BERKSHIRE REG
 UNITED ED OF PITTSFIELD
 WILLIAMSTOWN EDUC ASSN

ELECTORAL DISTRICT: 02A
 AGAWAM EDUCATION ASSN
 AGAWAM PROF ADMIN ASSN
 GATEWAY TCHRS ASSN INC
 GRANVILLE TCHRS ASSN
 SOUTHWICK-TOLLAND ED ASSN
 W SPRINGFIELD EDUC ASSN
 WESTFIELD EDUCATION ASSN

ELECTORAL DISTRICT: 03A
 BELCHERTOWN TCHRS ASSN
 CHESTERFIELD GOSHEN T ASSN
 EASTHAMPTON EDUC ASSN
 GRANBY EDUCATORS ASSN
 HADLEY EDUCATION ASSN
 HAMPSHIRE REG EDUC ASSN
 HATFIELD TEACHERS ASSN
 NORTHAMPTON ASSN OF SCH
 EMPLOYEES
 S HADLEY EDUCATION ASSN
 SOUTHAMPTON TEACHERS ASSN
 WARE TEACHERS ASSN
 WESTHAMPTON TEACH ASSN
 WILLIAMSBURG TCHRS ASSN

ELECTORAL DISTRICT: 04A
 AMHERST PELHAM ADM ASSN
 AMHERST PELHAM EDUC ASSN
 ERVING TEACHERS ASSN
 FRANKLIN COUNTY TECH ASSN
 FRONTIER REG TCHRS ASSN
 GILL MONTAGUE TCHRS ASSN
 GREENFIELD EDUCATION ASSN
 HAWLEMONT TEACHERS ASSN
 LEVERETT EDUCATION ASSN
 MAHAR TEACHERS ASSN
 MOHAWK DISTRICT EDUCATION
 ASSN, INC.
 ORANGE ELEM TCHRS ASSN
 PETERSHAM ED ASSN
 PIONEER VLY ASSN OF SUPP PERS
 PIONEER VLY UNION ED ASSN
 ROWE TEACHERS ASSN

SHUTESBURY ED ASSN
 SWIFT RIVER ED ASSN
 UNION 38 TEACHERS ASSN

ELECTORAL DISTRICT: 05A
 SPRINGFIELD ADMIN ASSN
 SPRINGFIELD EDUCATION ASSN
 TECHNICAL EMPLOYEES ASSN

ELECTORAL DISTRICT: 06A
 E LONGMEADOW EDUC ASSN
 HAMPDEN WILBRAHAM ED ASSN
 LONGMEADOW EDUCATION ASSN
 LUDLOW EDUCATION ASSN
 MONSON TEACHERS ASSN
 PALMER TEACHERS ASSN
 PATHFINDER EDUCATION ASSN

ELECTORAL DISTRICT: 26A
 CHICOPEE EDUCATION ASSN
 HOLYOKE EDUCATORS ASSN
 HOLYOKE PARAPROF ASSN
 HOLYOKE PUB SCH SECTY ASSN
 HOLYOKE TEACHERS ASSN

ELECTORAL DISTRICT: 07B
 ASHBURNHAM WESTMINSTER PARA
 ASSN
 ASHBURNHAM WESTMINSTER TA
 ATHOL TEACHERS ASSN
 FITCHBURG TEACHERS ASSN
 GARDNER EDUCATION ASSN
 LEOMINSTER ADMIN ASSN
 LEOMINSTER ED AIDES ASSN
 LEOMINSTER EDUCATION ASSN
 LEOMINSTER SCH SECTY ASSN
 LEOMINSTER TUTORS ASSN
 MONTACHUSETT REG MAIN ASSN
 MONTACHUSETT REG TCHRS
 NARRAGANSETT DST ED ASSN
 WINCHENDON SECTYS ASSN
 WINCHENDON EDUC SUPP PERS
 WINCHENDON TCHRS ASSN

ELECTORAL DISTRICT: 08B
 AUBURN EDUCATION ASSN
 BAY PATH ADMIN ASSN
 BAY PATH TCHRS ASSN
 BRIMFIELD EDU SUPP PROF ASSN
 BROOKFIELD EDU SUPP PROF ASSN
 DUDLEY CHARLTON TCHRS
 ED ASSN OF LEICESTER
 HOLLAND ED SUPP PROF ASSN
 N BROOKFIELD TCHRS ASSN
 QUABBIN REG SCH DIST PARA ASSN
 QUABBIN REG TCHRS ASSN
 QUABOAG EDUCATION ASSN
 S WORCESTER CNTY ED COLL
 SOUTHBRIDGE EDUC ASSN
 SPENCER E BROOKFLD T A
 STURBRIDGE EDUC SUPP PERS
 TANTASQUA EDUCATION ASSN
 UNION 61 TEACHERS ASSN
 WALES ESSNTL SUP PERS ASSN

ELECTORAL DISTRICT: 09B
 ALGONQUIN REG TCHRS ASSN
 BERLIN TEACHERS ASSN
 BOYLSTON TEACHERS ASSN
 NORTHBORO CAFETERIA WRKRS
 NORTHBORO TEACHERS ASSN
 SHREWSBURY EDUCATION ASSN
 SHREWSBURY PARAPROF ASSN
 SOUTHBORO TEACHERS ASSN
 W BOYLSTON TEACHERS ASSN
 WACHUSETT REG EDUC ASSN
 WESTBORO TEACHERS ASSN

ELECTORAL DISTRICT: 10B
 ED ASSN OF WORCESTER INC

ELECTORAL DISTRICT: 11B
 DOUGLAS TEACHERS ASSN
 GRAFTON TEACHERS ASSN
 HOPEDALE EDUCATION ASSN, INC.
 MENDON UPTON REG TCHRS
 MILFORD TEACHERS ASSN
 MILLBURY TEACHERS ASSN
 NORTHBRIDGE TCHRS ASSN
 OXFORD EDUCATION ASSN
 SUTTON ED SUPP PROFSNLS ASSN
 SUTTON TEACHERS ASSN
 UXBRIDGE TEACHERS ASSN
 WEBSTER ADMIN ASSN
 WEBSTER EDUCATORS ASSN
 WEBSTER INSTRUCTIONAL ASSIST'S ASSN
 WEBSTER SECTY & CLKS ASSN
 ELECTORAL DISTRICT: 33C
 COHASSET TEACHERS ASSN
 EDUCATION ASSN OF NORWELL
 HANOVER TEACHERS ASSN
 HINGHAM EDUCATION ASSN
 HULL TEACHERS ASSN
 MARSHFIELD EDUCATION ASSN
 ROCKLAND EDUCATION ASSN
 SCITUATE TEACHERS ASSN

ELECTORAL DISTRICT: 34C
 DUXBURY TEACHERS ASSN
 KINGSTON ED SUPP PERS ASSN
 KINGSTON TEACHERS ASSN
 PEMBROKE TEACHERS ASSN
 PLYMOUTH ADMIN ASSN
 PLYMOUTH&CARVER ED ASSN
 PLYMPTON TEACHERS ASSN
 SILVER LAKE EDUCATION ASSN

ELECTORAL DISTRICT: 35C
 ABINGTON EDUCATION ASSN
 BRDGWTR RAYNHM EDUC ASSN
 E BRIDGEWATER EDUC ASSN
 E BRIDGEWATER ASST PRINCIPALS
 E BRIDGEWATER DEPT CHPRSN ASSN
 ED ASSN FREETOWN&LAKEVILLE
 HALIFAX TEACHERS ASSN
 MIDDLEBORO EDUCATION ASSN
 READS COLLABORATIVE E A
 W BRIDGEWATER ED ASSN
 WHITMAN HANSON EDUC

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ELECTORAL DISTRICT: 36C

BROCKTON ED PARA ASSN
 BROCKTON EDUCATION ASSN

ELECTORAL DISTRICT: 41C

BARNSTABLE TEACHERS ASSN
 BARNSTABLE ADMIN ORG
 BOURNE EDUCATORS ASSN
 MARION TEACHERS ASSN
 MATTAPOISETT EDUCATORS
 OLD ROCHESTER PROF ED ASSN
 ROCHESTER MEMORIAL SUPP PERS ASSN
 ROCHESTER MEM TEACHERS ASSN
 SANDWICH EDUCATION ASSN
 SIPPICAN SUPP PERSONNEL ASSN
 UPPER CAPE REG TCHRS ASSN
 WAREHAM EDUCATION ASSN

ELECTORAL DISTRICT: 42C

CAPE TECH ASSN
 DENNIS YARMOUTH ED ASSN
 DEN YARMOUTH SECTY & AIDE
 FALMOUTH EDUCATORS ASSN
 MASHPEE TEACHERS ASSN
 MONOMOY REG ED ASSN
 NAUSET EDUCATION ASSN
 PROVINCETOWN ASSN OF EDUC
 TRURO ED ASSN

ELECTORAL DISTRICT: 43C

MARTHAS VINEYD EDUCATORS
 MARTHAS VINEYD REG T & ED
 NANTUCKET TEACHERS ASSN

ELECTORAL DISTRICT: 14D

ASHLAND EDUCATORS ASSN
 FRAMINGHAM TEACHERS ASSN
 HOPKINTON TEACHERS ASSN
 KEEFE TECH EDUCATORS
 KEEFE TECH SCH SECTRL
 MARLBOROUGH TEACHERS ASSN

ELECTORAL DISTRICT: 15D

BEDFORD EDUCATION ASSN
 C.A.S.E. PROF ASSN
 CARLISLE TEACHERS ASSN
 CONCORD TEACHERS ASSN
 CONCORD CARLISLE BUS DRIV
 CONCORD CARLISLE SUPP STF
 CONCORD CARLISLE TCHRS
 LINCOLN TEACHERS ASSN
 LINCOLN SUDBURY REG TCHRS
 NATICK SECYS/CLERKS ASSN
 SUDBURY EDUCATION ASSN
 THE EDUC ASSN OF NATICK
 WAYLAND TEACHERS ASSN

ELECTORAL DISTRICT: 27D

BROOKLINE EDUCATORS UNION
 DEDHAM EDUCATION ASSN
 QUINCY EDUCATION ASSN

ELECTORAL DISTRICT: 28D

DOVER SHERBORN EDUC ASSN
 FRANKLIN EDUCATION ASSN
 MEDFIELD TEACHERS ASSN
 MILLIS TEACHERS ASSN
 NORWOOD TEACHERS ASSN
 TRI COUNTY MAINT ASSN
 TRI COUNTY TCHRS ASSN
 WELLESLEY ED PROF SUPPORT ASSN
 WELLESLEY TEACHERS ASSN
 WESTWOOD TEACHERS ASSN

ELECTORAL DISTRICT: 32D

AVON EDUCATION ASSN
 BRAINTREE EDUCATION ASSN
 HOLBROOK EDUCATION ASSN
 MILTON EDUCATORS ASSN
 NEEDHAM EDUCATION ASSN
 WEYMOUTH TEACHERS ASSN

ELECTORAL DISTRICT: 30E

BELLINGHAM TEACHERS ASSN
 BLACKSTONE VLY REG VOC
 BLCKSTN MILLVLE REG SCH
 BLCKSTN MILLVLE SUPP PERS
 CANTON TEACHERS ASSN
 KING PHILIP TCHRS ASSN
 NORFOLK TEACHERS ASSN
 PLAINVILLE EDUC ASSN
 RANDOLPH EDUCATION ASSN
 SHARON TEACHERS ASSN
 WALPOLE TEACHERS ASSN
 WRENTHAM TEACHERS ASSN

ELECTORAL DISTRICT: 37E

BLUE HILLS REG VOC TEACHERS
 BRISTOL PLYMOUTH TEACHERS
 EASTON EDUCATORS ASSN
 SEGREGANSET TCHRS ASSN
 STOUGHTON TEACHERS ASSN
 TAUNTON ADMIN ASSN
 TAUNTON EDUCATION ASSN
 TAUNTON ED SECTY/ASST ASSN

ELECTORAL DISTRICT: 38E

ATTLEBORO CLERICAL PERSNL
 ATTLEBORO CUSTODIANS ASSN
 ATTLEBORO EDUCATION ASSN
 ATTLEBORO PARAPROFESSIONAL ASSN
 ATTLEBORO SCH TRADES ASSN
 BRISTOL CNTY AGRC HS SUPP STAFF ASSN
 DIGHTON REHOBOTH TCHRS
 DIGHTON REHOBOTH REG PARA ASSN
 FOXBOROUGH EDUCATION ASSN
 MANSFIELD ASSN SECTYS/CLERKS
 MANSFIELD CHILD CARE WORKERS ASSN
 MANSFIELD CUST/MAINTENANCE ASSN
 MANSFIELD EDUCATORS ASSN
 MANSFIELD FOOD SERV WRKRS
 NORTON TEACHERS ASSN
 SEEKONK EDUCATORS ASSN

ELECTORAL DISTRICT: 39E

BERKLEY TEACHERS ASSN
 DIMAN TEACHERS ASSN
 FAIRHAVEN EDUCATORS ASSN
 FALL RIVER EDUCATORS ASSN
 SOMERSET TEACHERS ASSN
 SWANSEA EDUCATORS ASSN
 SWANSEA TEACHER AIDES ASSN

ELECTORAL DISTRICT: 40E

ACUSHNET TEACHERS ASSN
 DARTMOUTH EDUCATORS ASSN
 NEW BEDFORD EDUC ASSN

ELECTORAL DISTRICT: 12F

CHELMSFORD ADMIN ASSN
 DRACUT ADMINISTRATORS ASSN
 DRACUT TEACHERS ASSN
 DRACUT PARAPROF ASSN
 GREATER LOWELL ED SUP
 GREATER LOWELL REG T O
 GREATER LOWELL PARA EDUCATORS
 GROTON DUNSTABLE ED ASSN
 N MIDDLESEX REG SCH DIST
 N MIDDLESEX GEN TCH ASST ASSN
 TEWKSBURY TEACHERS ASSN
 TYNGSBORO TEACHERS ASSN

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ELECTORAL DISTRICT: 13F

ACTON EDUCATION ASSN
 ACTON PUB & ACTON BOXBOROUGH
 OFFICE SUPPORT ASSN
 AYER SHIRLEY REGIONAL E A
 BOXBORO TEACHERS ASSN
 CLINTON TEACHERS ASSN
 HARVARD TEACHERS ASSN
 HUDSON ASSISTANT TCHRS ASSN
 HUDSON CAFETERIA WORKERS
 HUDSON EDUCATION ASSN
 HUDSON SCHOOL SECRETARIAL ASSN
 LITTLETON TEACHERS ASSN
 LUNENBURG EDUCATION ASSN
 MAYNARD EDUCATION ASSN
 NASHOBA REG EDUC ASSN
 SHIRLEY TEACHERS ASSN

ELECTORAL DISTRICT: 22F

ANDOVER ADMIN ASSN
 ANDOVER EDUCATION ASSN
 BOXFORD TEACHERS ASSN
 MASCONOMET TEACHERS ASSN
 METHUEN ADMIN ASSN
 METHUEN EDUCATION ASSN
 MIDDLETON EDUCATORS ASSN
 N ANDOVER CUSTODIANS ASSN
 N ANDOVER TEACHERS ASSN
 TOPSFIELD TEACHERS ASSN

ELECTORAL DISTRICT: 23F

GEORGETOWN ED SUPP ASSN
 GEORGETOWN EDUCATION ASSN
 HAVERHILL EDUCATION ASSN
 NEWBURYPORT TCHRS ASSN
 PENTUCKET ASSN OF TCHRS
 TRITON REG TCHRS ASSN
 WHITTIER RG TEACHERS ASSN

ELECTORAL DISTRICT: 24F

BEVERLY TEACHERS ASSN
 DANVERS TEACHERS ASSN
 GLOUCESTER ASSN EDUC PARA
 GLOUCESTER TEACHERS ASSN
 HAMILTN-WEN ED ASSN
 IPSWICH TEACHERS ASSN
 MANCHESTER- ESSEX TEACHERS ASSN
 NORTH SHORE ED ASSN
 ROCKPORT ED SUPPORT PERSONNEL
 ROCKPORT TEACHERS ASSN

ELECTORAL DISTRICT: 25F

LYNNFIELD TEACHERS ASSN
 MARBLEHEAD EDUCATION ASSN
 NAHANT TEACHERS ASSN
 N READING EDUCATION ASSN
 PEABODY ADMIN ASSN
 REVERE TEACHERS ASSN
 SAUGUS EDUCATORS ASSN
 SAUGUS ED PARA ASSN
 SAUGUS SCH CLERICAL ASSN
 SWAMPSCOTT EDUCATION ASSN
 WINTHROP TEACHERS ASSN

ELECTORAL DISTRICT: 16G

BILLERICA ADMINISTRATORS GROUP
 READING ASSN SECY & CLKS
 READING ED ASST ASSN
 READING TEACHERS ASSN
 SHAWSHEEN TEACHERS ASSN
 WILMINGTON TEACHERS ASSN
 WINCHESTER EDUCATION ASSN
 WOBURN TEACHERS ASSN

ELECTORAL DISTRICT: 17G

BURLINGTON EDUCATORS ASSN
 LABBB COLLABORATIVE ED ASSN
 LEXINGTON EDUCATION ASSN
 MINUTEMAN FACULTY ASSN
 WALTHAM EDUCATORS ASSN
 WESTON AID PARAPROF ASSN
 WESTON EDUCATION ASSN

ELECTORAL DISTRICT: 18G

NEWTON TEACHERS ASSN
 WATERTOWN TEACHERS ASSN

ELECTORAL DISTRICT: 19G

CAMBRIDGE SAFETY SPEC ASSN
 CAMBRIDGE TEACHERS ASSN
 CHELSEA ADMIN ASSN
 SOMERVILLE TEACHERS ASSN

ELECTORAL DISTRICT: 20G

ARLINGTON EDUCATION ASSN
 BELMONT EDUCATION ASSN
 EVERETT TEACHERS ASSN
 MEDFORD PARAPROFESSIONALS
 MEDFORD TEACHERS ASSN
 STONEHAM TEACHERS ASSN

ELECTORAL DISTRICT: 21G

MALDEN EDUCATION ASSN
 MELROSE EDUCATION ASSN
 MELROSE EDUCATIONAL PARA
 MELROSE SECTY ASSN
 NORTHEAST SEC ASSN
 NORTHEAST SUPERVISORS ASSN
 NORTHEAST TEACHERS ASSN
 WAKEFIELD EDUCATION ASSN

ELECTORAL DISTRICT: 44H

MASS COMM COLL COUNCIL
 MCCC BERKSHIRE COM CLG
 MCCC BRISTOL COM CLG
 MCCC BUNKER HILL COM CLG
 MCCC CAPE COD COM CLG ASSN
 MCCC DCE
 MCCC GREENFIELD COM CLG
 MCCC HOLYOKE COM CLG
 MCCC MASS BAY COM CLG
 MCCC MASSASOIT COM CLG
 MCCC MIDDLESEX COM CLG
 MCCC MT WACHUSETT COM CLG
 MCCC NORTH SHORE COM CLG
 MCCC NORTHRN ESSEX COM CL
 MCCC QUINSIGAMOND COM CLG
 MCCC ROXBURY COM CLG
 MCCC SPRINGFIELD TECH C C

ELECTORAL DISTRICT: 45H

MASS STATE COLLEGES ASSN
 MSCA BRDGWTR STATE UNIV
 MSCA DGCE
 MSCA FITCHBURG STATE UNIV
 MSCA FRAMINGHAM STATE UNIV
 MSCA MA MARITIME ACADEMY
 MSCA MASS CLG OF ART & DESIGN
 MSCA MASS CLG OF LIBRL ARTS
 MSCA SALEM STATE UNIV
 MSCA WESTFIELD STATE UNIV
 MSCA WORCESTER ST UNIV

ELECTORAL DISTRICT: 46H

MSP/FSU/MTA/NEA/BOSTON
 UMASS MA SOC OF PROF/AMHERST

ELECTORAL DISTRICT: 47H

APA BRIDGEWATER STATE UNIV
 APA FITCHBURG STATE UNIV
 APA FRAMINGHAM STATE UNIV
 APA MASS CLG OF ART & DESIGN
 APA MASS CLG OF LIBRL ARTS
 APA MASS MARITIME ACADEMY
 APA SALEM STATE UNIV
 APA WESTFIELD STATE UNIV
 APA WORCESTER STATE UNIV
 ASSN OF PROF ADMIN
 UMASS BOSTON - CSU
 UMASS LOWELL - CTU
 UMASS LOWELL - MTU
 UMASS LOWELL - GRACE
 UMASS LOWELL MSP

ELECTORAL DISTRICT: 48H

UNIVERSITY STAFF ASSN

ELECTORAL DISTRICT: 49H

UMASS-AMHERST & BOSTON (PSU)

PRESIDENT'S ROLE AND COMMUNICATIONS

PRESIDENT'S JOB DESCRIPTION

You Are a Leader

- Become the voice of the association.
- Report to your members the activities and concerns of the association.
- Represent your members to the administration, the public and the media, and within the wider education community.
- Hone your skills by attending workshops and training sessions offered by MTA.
- Recruit committee chairs and members from all segments of your membership.
- Promote association activism.

You Are a Communicator

- Maintain two-way communications between the membership and the association through newsletters, bulletins, e-mail networks — and, most important, one-on-one contact.
- Be available.
- Listen.

You Are a Contract Enforcer

- Know your contract.
- Know district policies.
- Keep track of grievances.
- Know what your members want — and don't want — at the bargaining table by encouraging input and by utilizing a customized bargaining survey, available from MTA.

You Are an Organizer

- Promote and maintain membership through your words and actions.
- Plan and conduct short, interesting and productive membership meetings.
- Identify popular and respected members who can help in organizing.

You Are an Advocate

- Be the chief spokesperson for a strong, unified union that stands together in solidarity.
- Support and defend the rights of members to all.
- Lead an association that will fight to guarantee each member's due process rights.

EFFECTIVE COMMUNICATIONS

An effective communicator...

- Understands the value of getting the message across to diverse audiences. First and foremost, you always must remember your audience and craft your message accordingly.
- Remembers that the words you use often determine the reaction you receive. Different words often carry emotional meaning for different people, which can block understanding just when you need it most. Choose your words carefully.
- Thinks first. Prioritizing the points you want to make is the smart way to deliver your message. Remember that listeners rarely listen to more than the first three or four things a speaker says. Make sure they hear your important messages by putting first things first.
- Keeps it simple. You're not out to impress; rather, your job is to inform. Save the fancy words for another time.
- Doesn't get distracted. If you are organized before you begin to speak, there will be less chance you'll forget something important or get sidetracked from your message.
- Remembers that the non-verbal messages matter. Be aware of how your body language affects your listeners. Research tells us that if the verbal and non-verbal messages are contradictory, people will always believe the non-verbal. So if you want people to believe your words, you first have to make them believe your body language.

An effective communicator is an effective listener

The most important part of listening is not talking, because you can't listen when you're talking. Some people would be surprised to learn that when communicating, the average person spends:

- 9 percent of his or her time writing.
- 16 percent reading.
- 30 percent speaking.
- 45 percent listening.

While these percentages may vary slightly for school employees, overall, we each spend more time communicating by listening than any other activity. Therefore, improving our listening skills is of the utmost importance to our success as association leaders. We don't listen just to be nice to others. Listening earns power and respect and it gets you the information you need to be effective. It enhances our interpersonal relationships, develops confidence and self-esteem, increases understanding, solves problems, increases job satisfaction, maintains flexibility, saves you time and improves your concentration. As they say, "Knowledge is power." Through listening, you have more data at your disposal than others. Therefore, your actions will be well informed and appropriate. People aren't born effective listeners. *You have to want to listen better.*

Non-verbal listening skills are very important. Smart listeners look for what the speaker may be telling them through body language. They listen for the tone of voice. And they listen actively, too, by using direct eye contact, a voice that encourages and body language and facial expressions that communicate interest.

An effective communicator eliminates barriers

When we process a piece of information, take an action or make a decision, many communications barriers can be avoided if we will ask three simple questions:

1. Who should know about this?

Does the information relate to another person's job or task? Who else is interested or should know about this information or decision? In deciding who needs a particular piece of information, it is often helpful to consider:

- Those affected by the information, action or decision.
- Those who will have to implement the action or decision.

2. What/how much do they need to know?

Sometimes, a short summary will get noticed more quickly than a 10-page document.

3. How soon do they need to know?

Right now, or can it wait? If it can wait, how long?

Recognize that people find it very difficult to say to another person, "I don't understand what you are saying to me." It is seldom useful to give information or instructions and then ask, "Do you understand?" Most people will just nod their heads and say, "Yes." To do otherwise is to admit either that they weren't listening attentively or that the speaker was not clear.

It is preferable to give part of the information or instructions and then get feedback about whether you are being understood. You could ask the listener how he or she plans to go about accomplishing the task. From the listener's explanation, you should be able to determine whether you have communicated effectively.

When possible, always check with the source of an action request. When a message passes through several people, it is extremely vulnerable to change. Checking with the originator of a request often can prevent much wasted time.

When people are in trouble, it is best to meet their needs first and to counsel them later. The reason is simple: It is difficult to be objective or to listen accurately when enmeshed in a situation calling for immediate remedial action.

You can contact your field representative to arrange communications skills training for all your association's leaders.

Using Your Bulletin Boards

One important communication tool is the association bulletin board. This offers a quick and effective way to “get the word out” — especially in a large building with few representatives.

The bulletin board should be clearly identified as the association’s bulletin board in the staff room(s). The materials posted should include:

- The association’s newsletter.
- Minutes of association meetings.
- Current status of grievances.
- MTA-NEA information that is pertinent to your membership, such as *MTA Today*, *NEA Today*, MTA/NEA website information, meeting notices, legislative updates, important phone numbers, etc.

The bulletin board also may be used to celebrate all the good news about your membership. Be sure to post birthday greetings, birth announcements, honors and awards received by association members and any other happy news about an association member. This is one way for the association to publicly demonstrate its respect for and recognition of its members.

One final note: An active bulletin board is a noticed bulletin board. Don’t let your board get stale. Work at keeping up-to-date and interesting material posted.

The 10-Minute Worksite Meeting

The objectives of the 10-minute meeting are to:

- Encourage two-way communications between the association and its members.
- Seek involvement in the association’s programs and decision-making.
- Share and celebrate association successes/victories.

A 10-minute meeting might look like this:

0-3 minutes: Report what the association is doing. Focus on only the most relevant information. Then briefly identify other important issues and let members know you are willing to discuss these after the meeting if they so desire.

3-9 minutes: Emphasize member involvement. Seek members’ input regarding the presented information and ask for volunteers to meet association program needs and/or identify other issues/problems of concern to them.

9-10 minutes: Share something positive with your members — an association success or victory.

Keys to success:

1. Explain/review the purpose and objectives of the 10-minute meeting.
2. Explain that the meeting will never be more than 10 minutes long.
3. Let members know that you will be available after the meeting to continue a discussion or hear additional input; reinforce that you won’t violate your 10-minute-meeting contract.
4. Let members know that if they want to schedule another meeting to discuss issues and concerns in more depth, you are willing to do that.
5. If necessary, develop group norms around member participation during the meeting.
6. Start and end on time.
7. Remember, it’s the members’ meeting, too, so if they want to vary the agenda, that’s their prerogative.

MEMBERSHIP AND MEMBERSHIP SERVICES

RECRUITING MEMBERS

When to Recruit

New employees come to your district with few, if any, biases. They look forward to a friendly reception, positive relationships and a good working climate in their new jobs. You are in an advantageous position to set the tone for that good working climate and should do so as quickly as possible. Some suggestions for doing that are:

- Get the names, home addresses and home e-mail addresses of new employees as soon as possible after they are employed. Don't wait until September. Your superintendent, board secretary or payroll office should be a good source for that information.
- Send the new employees a letter of welcome.
- Invite new employees to a social event (breakfast, luncheon, cocktail party, picnic) before the start of the school year. At the right time during the social event, speak to the new employees about the association and why their membership is necessary. Then SIGN THEM UP on the spot.
- If some new employees cannot attend the function, arrange for a time when you can talk to them individually and privately. THEN SIGN THEM UP.

Employees Already on the Payroll

Unfortunately, in some school systems there are a few people who do not pay their dues. They have found a "reason" that makes them comfortable as non-joiners. They don't pay their share and tend to resent being asked to do so.

The best time to recruit these people is during the year (not in September, when you are recruiting new employees). Remind them occasionally during the year that the association has negotiated for their salary and fringe benefits, that the law requires you to represent them and that their colleagues expect them to pay their share of the costs of representation.

Developing a Local Strategy

The seven steps to developing a successful local strategy are as follows:

1. Individuals must be in charge of the membership program, both at the association level and at the building level. Pick the best people to do the job.
2. Organize a local campaign. The membership chairpersons and association representatives and leaders must get together, establish a timetable, develop strategies and select materials. The strategy might include approaching the non-members first to establish a record of early successes.
3. Analyze each potential member. List areas of interest, strengths and possible objections to membership. Write a two-line summary on each individual and recommend the best ways to deal with each.
4. Assign specific recruiters to each non-member. If the right person makes the approach to the non-member, there is a stronger chance of success. A friend can easily overcome the resistance that might be offered to a stranger.
5. Let the recruiter know that there are many ways to recruit the non-member. For example, the recruiter may not feel he or she can "close the sale," but may feel quite comfortable in bringing the non-member to a coffee klatch. Ideally, the recruiter should be able to enroll the non-member, but that is not always possible. There is nothing wrong with asking for help.
6. Plan the strategy for each non-member. Present the right materials, arguments and programs to satisfy his or her interests. Provide the follow-up activities so that all unresolved questions can be answered. Plan three or four visits with each non-member. Keep accurate records.
7. Get closure. This means getting the non-member to sign the enrollment form on which the association has typed in all the pertinent data. Thank the new member and then send a follow-up letter from the president.

Try These Approaches:

- Avoid phraseology such as “Would you like to join?” Instead, introduce services and present a membership form and a pen.
- Be constantly optimistic about what the association can accomplish.
- Use the personal approach for each member. “I understand you have a new addition to your family. Have you considered life insurance from MTA Benefits to ensure your family’s security?”
- Convey a friendly, helpful attitude. Regardless of what is said, keep your cool. Exude confidence and enthusiasm.
- Handle criticism by putting it to work. “I’m awfully glad that you are as concerned as I am about that problem. You’re just the person to chair a committee I’m forming to correct that problem.”
- Stress the fact that the reputation of the local grows along with its size and success. Each member contributes to that reputation.
- Present a membership form each time. And always have a pen ready.
- Use well-thought-out follow-up techniques. When necessary, assign a different person to make the second contact.
- Consider the value of working in pairs. A colleague who has personal credibility, or who is an avid association member, can often make a big difference in the success of the discussion.
- It’s in the member’s best interest. Membership counts when the association negotiates a good contract; it counts when the state and national organizations lobby successfully for educational change; it really counts when the individual is in a jam and needs legal assistance. There’s a great deal more at stake than just more members — the individual member’s welfare is at stake.
- Brochures are only a means to an end. The material supplied by MTA to assist in membership promotion is only a means by which you can begin discussion with potential members. By itself, it is not the way to promote membership. When possible, give material to each potential member and discuss it. Call attention to specific benefits or programs that might be important to the potential member. (Call your MTA field representative if you have not received your membership materials by mid-August.)
- Above all, follow a timetable for distributing materials.

New Member Activities

Research suggests that the less experienced teachers are not “anti-association” and share many of the same beliefs about the association held by more experienced members. If the appropriate steps are taken to recruit and inform new educators about the role of the association, we can build committed, healthy locals.

Make sure that new employees know about MTA’s New Member Program activities, which include conferences, in-service workshops and a special program at the MTA Summer Conference in Williamstown.

Key Factors Associated with Commitment

Socialization:

First-year socialization experiences are critical. We found higher levels of commitment where members were informed about the goals of the association, were encouraged to join, went through orientation experiences, etc., during the first year. Locals that focus on formal and informal interaction with first-year employees will have more committed locals.

Communication:

Locals that develop an effective two-way communications network will have more committed members. It pays to listen to members’ concerns, to give members a say in how the local is run, to effectively handle members’ grievances and to be available when members need officers.

Association newsletters, bulletins and e-mail networks are extremely important, but person-to-person contact is paramount.

Innovation:

Locals that are always moving toward new ways to meet members’ needs have more committed members. In locals where new approaches fall on “deaf ears,” commitment is lower.

THE FIELD REP: YOUR DIRECT LINK TO MTA SERVICES

The MTA field representative assigned to your local, also known as the UniServ consultant, is your direct link to all MTA and NEA services. The UniServ program, which is administered by the Division of Affiliate Services, is a cooperative effort to bring the services of the MTA and the NEA as close to the needs of the members as possible. These professional negotiators and skilled organizers work with local association leadership and members.

Forty-two field representatives, one research director, one education support professional (ESP) organizer/consultant, one training and organizing coordinator and 50 part-time regional representatives across the Commonwealth of Massachusetts deliver the services of MTA/NEA. Seven full-time field representatives, along with support staff, work in each of the regional offices in Auburn, Braintree, Lynnfield and Raynham. There are five full-time field representatives, as well as support staff, in the Holyoke office and two full-time field representatives and one support staff person in the Berkshire satellite office in Pittsfield. There is one regional manager for the Braintree and Lynnfield offices and one regional manager for the Auburn, Holyoke and Pittsfield offices. The Director of Affiliate Services supervises the Raynham office. The Division of Higher Education is composed of a director, seven field representatives and one and one-half support staff persons, all located in Boston.

Through this staff, the MTA helps your association negotiate salaries, hours, leaves of absence, health care, transfers, performance reviews, class size, teacher performance standards and other negotiable issues. In addition, the staff resolves local crises, enlists parent and community support, helps develop strategies for municipal budget overrides in support of local preK-12 education and strives to defeat attempts by the government on Beacon Hill to weaken public education.

All requests for MTA and NEA services should be made by the local association president through your field representative. In the event the field representative is unavailable at the time of your request, ask for the regional manager, who will ensure your request is processed.

In the event there is an emergency and your field representative and regional manager are unavailable, please call the director of affiliate services, MTA executive director-treasurer or MTA president at 800.392.6175.

RETIREMENT SERVICES FOR ACTIVE AND RETIRED MEMBERS

MTA believes that our members should have a financially sound retirement upon the completion of active employment. Of key importance to our members is a fully funded retirement plan with adequate benefits, including cost-of-living increases and adequate and affordable health insurance. To support the activities of other MTA divisions in this regard, MTA employs a full-time retired members service specialist and a retirement coordinator, as well as part-time retirement consultants.

The retired members service specialist and retirement coordinator can be reached by calling the Boston office. The focus of the retirement coordinator is to provide members with retirement advice prior to retirement through individual counseling sessions and group workshops. The part-time retirement consultants are available on Saturdays in the various MTA regional offices. Their schedules appear in *MTA Today* and are on the MTA website, *massteacher.org*. You can arrange a retirement workshop for your members by contacting the retirement coordinator.

The retired members service specialist also works as a lobbyist in the MTA Division of Governmental Services. This is so the retired members service specialist can pursue an aggressive program for the protection of the rights of retired members and ensure the active participation of retired members in the political and legislative activities of MTA and NEA.

Information about the retirement system and how to calculate your retirement benefits is also available in MTA's Retirement Guide, available free to members. Call the retirement coordinator for a copy.

Gift retired memberships and recognition certificates for retiring members

The retired members service specialist provides information should your association want to give gift memberships to your retiring colleagues or award your members with distinguished service certificates.

Pre-pay option for retired membership

Active members can pay for retired life membership while still teaching. The dues are currently \$345 for MTA retired life membership and \$250 for NEA retired life membership. For informational brochures or membership forms, contact the retired members service specialist in the Division of Governmental Services.

ACCESSING HEALTH INSURANCE CONSULTING SERVICES

The MTA has retained the consulting firm of Boston Benefit Partners (BBP) to assist with health care issues.

A notice accompanied by a request-for-service form is sent to all local presidents in September of each year advising them of the existence, purpose and financial limitations of this service, as well as the manner in which services can be accessed. All services will be accessed through the consultant who services the local. The application form will be signed by the president and field consultant and then submitted to the regional manager for review and signature. The director of affiliate services, or his/her designee, in consultation with the regional manager, will review the application and make a determination as to the merit of the request.

BBP sends monthly reports to the executive director-treasurer and the director of affiliate services that give brief descriptions by local association of the services rendered for the month, along with the amount of money expended by each local for the month. The monthly amount by local is broken down into specific contacts and meetings.

BBP sends letters to locals that are approaching the cap, informing them of how many hours they have left. The locals are responsible for any costs beyond the cap.

A sample form follows.

**REQUEST FOR SERVICES
BOSTON BENEFIT PARTNERS**

Name of Local Association _____

Association President _____

Telephone Number _____ *E-mail Address* _____

Please explain the nature of the service being requested.

Request is for (check one): Local-only services _____ *or Multi-Union (IAC, PEC, etc.)* _____

Names of other participating unions and total number of members: _____

Date Service is needed _____

Effective August 2009, local-only grants will be capped at 16 hours of service and multi-union grants will be capped at 13 hours of service. Locals can request up to an additional five hours with the approval of the director of affiliate services. BBP charges \$200 per hour for its services, including all travel to and from meetings. In the event there is money left over and the cap proves unnecessary, then a formula to distribute the remaining funds on a pro-rata basis for costs incurred over the capped amount would be worked out. Appeals for amounts over the grant limits will be under the purview of the MTA Executive Committee. The executive director-treasurer would be authorized to apply the intent of the procedures to situations that are different than those specified in the procedures.

Signature of Local President _____

Signature of UniServ Consultant _____

Approved _____ *Date* _____
Regional Manager

Approved _____ *Date* _____
Director of Affiliate Services

MEMBERSHIP BENEFITS



IT'S ALL ABOUT OUR MEMBERS!

Massachusetts Teachers Association

As a local president, you have a tremendous opportunity to help improve the overall quality of life for your members and their families. Members who participate in MTA Benefits programs save thousands of dollars each year.

MTA Benefits — a wholly owned subsidiary of the MTA — is committed to bringing members the best values in the marketplace. Programs and partners must meet rigorous guidelines and criteria in order to get and keep the MTAB endorsement. Each company and organization is thoroughly researched and evaluated to ensure that it offers exceptional programs and extraordinary savings to MTA members.

Your support of MTAB programs helps strengthen our combined buying power. It allows us to negotiate even more benefits and discounts — and to enhance our service while adding value to the association. It's also a great way to recruit and retain members. We appreciate your continuing support in carrying out our mission to make members' lives better.

The following information should prove useful as you communicate with your members. To learn more, please visit mtabenefits.com.

Auto & Home Insurance Programs

Tapping into MTA Benefits' volume buying power pays off for MTA members. MTA's most successful benefit allows members to take advantage of group discounts on auto insurance and save even more by insuring both their home and autos with the same carrier. MTAB's partner, Educators Insurance Agency, offers programs tailored to meet the needs of education professionals, including special service hours. EIA also offers members insurance for boats and pets, as well as umbrella coverage.

Disability Insurance

This program offers members a way to protect themselves against economic hardship due to lost income from a disability. Income protection through the plan costs your district/town nothing but offers your members what they need, tax-free income when they are unable to work due to an illness or disability. The plan is designed specifically for educators and offers extremely competitive rates. Coverage is issued on a guaranteed-issue basis, and no one is denied coverage. The plan is a fully voluntary plan; members who elect to participate pay the full cost. The plan is now available to locals that do not currently have a payroll slot for deductions. A local may offer the plan to its members and have premiums deducted automatically from an individual's bank account. If you need help with funding your sick bank or in bargaining this benefit, look to the MTA Group Disability program for a solution. Call Vista Financial for a disability needs assessment of your local at 888.646.1972, ext. 101, or e-mail the company at mta_vistafig@charter.net.

Life Insurance

MTA Benefits offers a wide variety of life insurance products at very affordable rates to protect members' families from financial disaster. MTAB is a proud partner with SBLI life insurance, which offers MTA members the lowest rates available. Other carriers offer options that include special coverage for new members, 10- to 30-year renewable policies and permanent policies. For details, visit mtabenefits.com/MTABenefits/AllBenefits/LifeInsurance.aspx.

Discounts

Our directory provides free offers and discounts to more than 1,000 museums, retail stores, parks, ski areas, theaters, zoos, bookstores, trolley tours and so much more. To learn more, click on Discounts at mtabenefits.com. MTA Benefits' new online discount program, ACCESS, will help your members to save with more than 300,000 discounts nationwide in popular categories such as dining, movies, grocery coupons, golf, health & beauty, recreation and shopping. The ACCESS mobile app allows you to show your phone and save at 100,000 places nationwide. See all the details at mtabenefits.com.

Travel & Vacations

The MTA Vacation Center makes exploring the world easier and more affordable than ever! TNT Vacations has 26 destinations in the Caribbean, Bermuda and Mexico. Or members can choose Orlando Vacations for their next Disney adventure and find discounts on theme park tickets, vacation homes and hotels. Another option is Go Ahead Tours, which is renowned for its tours around the world. CruisesOnly is America's largest cruise agency, with the lowest prices and a 110 percent Best Price Guarantee. Finally, Vermont Bicycle Tours offers 41 exciting, active vacations in 27 countries.

MTA Benefits also offers discounts on the following programs and services:

- Car Rentals
- Certificates of Deposit
- Credit Cards
- Dental Plans
- Health and Wellness (Vision, Hearing, Dental and more)
- Home Heating Oil and Propane
- Hotels
- Identity Theft Protection
- Loans
- Long-Term Care, Home, Critical Illness and Umbrella Liability Insurance
- Magazines
- Mortgages
- Online Computer Backup
- Preventive Health Screenings
- Tax-Sheltered Annuities
- Theme Parks
- Wireless Services
- Workers' Compensation

E-News and Giveaways

MTAB's e-news for local presidents is released five times each year and offers the latest benefits and program news. You can forward it to your members or post the information on your website. Members can also stay informed about late-breaking deals, discounts, online offers, giveaways and special events with *Quick Takes* e-news. Register for *Quick Takes* at mtabenefits.com.

Family Members Benefit Too

Did you know members can share the benefits of MTA membership with their family members? Family members are eligible for most MTA programs, including mortgages, travel, automobile insurance, long-term care, dental, homeowners insurance and more. To learn more, click on the Family Members page under the Members Only section at mtabenefits.com.

Need Materials for Your Next Meeting or Your New Members?

Let MTAB know when your local meetings and events are scheduled and we will help arrange for materials to be sent to you or speakers to address topics of interest to your members. Call us at 800.336.0990.

Quick Facts/How to Reach Us

MTA Benefits, Inc.

800.336.0990

20 Ashburton Place

Boston, MA 02108-2795

requests@mtabenefits.com

mtabenefits.com



facebook.com/mtabenefits

Auto and Home Insurance Programs:

Educators Insurance Agency: 888.908.6822

Fax: 508.926.5810

All other benefits:

800.336.0990

MTA Benefits is a wholly owned subsidiary of MTA. MTAB stands behind you — our MTA member. Program revenues provide benefits, service and consumer education materials for members. No member dues are ever used to market or administer MTA Benefits' programs. All programs, pricing and information described above were current at the time of publication in July 2012 and are subject to change without notice. To find out what may have changed, please contact MTAB at 800.336.0990.

NEA PROGRAMS AND SERVICES

The National Education Association is the members' lobbyist for education on the national level, provides extensive research on educational issues and collective bargaining, publishes myriad books and other materials to help teachers teach, provides legal defense, makes general field assistance available and is a national leader in human and civil rights.

NEA also:

- Helps fund the MTA UniServ program with \$35,850 per field representative in 2012-2013 — a total of \$1,613,250.
- Provides \$215,000 to fund a program to support part-time field representatives.
- Provides financial reimbursement to MTA for legal services to its members — projected to be \$1,100,000 in 2012-2013.
- Provides more than \$150,000 in financial assistance to MTA for specific projects dealing with higher education, ESPs, retirement, release time, minority leadership, political action and other issues.
- Performs comprehensive assessments of locals, upon request, to enable them to provide better services to their members.
- Provides every MTA/NEA Active member with Complimentary Life Insurance, accidental disability and dismemberment insurance, upon request.
- Provides every MTA/NEA member with \$1,000,000 worth of liability protection:
 - \$1,000,000 per occurrence, other than civil rights issues.
 - \$300,000 per occurrence for civil rights issues.
 - \$35,000 per occurrence in attorney reimbursement fees for defense of criminal charges.
 - \$1,000 bail bond — per bond.
 - \$500 for assault-related personal property damage — per assault.
 - Payment of all medical expenses to the injured party.*
 - Reimbursement for all reasonable expenses.

*Coverage applies anywhere in the world.

NEA also provides surveys for locals at no cost, including both administration and analysis. These include surveys on instructional needs, local association programs, staff satisfaction, contract compliance, building administrator evaluation, central office administrator evaluation and a teacher rights inventory.

Finally, there are a number of training programs available, including workshops on recruiting and motivating volunteers, conflict resolution, consensus decision-making, minority involvement and teacher image.

Should you be interested in any of these programs, please call your local MTA Service Center.

MEMBERS' RIGHTS AND REPRESENTATION

WEINGARTEN RIGHTS: QUESTIONS AND ANSWERS

Prepared by MTA Division of Legal Services

The following questions and answers provide information about public employee rights to representation under the collective bargaining law. Your contract may also set forth your rights and protections in disciplinary situations. Often your contractual rights are broader than what the law provides. Association leaders should make sure their members know they should contact an association representative as soon as possible whenever they believe they may be in a disciplinary or pre-disciplinary situation.

1. What is the basis of the so-called “Weingarten rights”?

These rights are based upon private- and public-sector collective bargaining laws. 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 Division of Labor Relations, formerly known as the state Labor Relations Commission, has adopted the Weingarten rules for public employees covered by Massachusetts General Laws, Chapter 150E.

2. What situations give rise to Weingarten rights?

Employees have a right to the assistance of a union representative whenever the employer is seeking information from the employee about the employee’s own conduct (action or inaction) in situations where the employee reasonably believes that discipline could result. It is very important for your members to understand that they must ask the union representative to be present — the employer has no obligation to advise them of this right.

Weingarten rights apply where the employer is seeking information from the employee that could affect the employer’s decision about whether to impose discipline and/or what level of discipline to impose on that employee. For example:

- “Investigatory interviews,” where the supervisor is seeking to elicit facts, to have the employee explain his/her conduct, to discover the employee’s “side of the story” or to obtain admissions or other evidence.
- A supervisor’s request for a written statement or written answers to interrogatories about an incident or accident where the employee’s own conduct may be at issue.
- A meeting or discussion where the employer either has not yet decided whether to impose discipline or is seeking information to support that decision.

3. What situations DO NOT give rise to Weingarten rights?

- Where the meeting or discussion is merely for the purpose of conveying work instructions, training or needed corrections.
- Where the purpose of the meeting is simply to inform the employee about a disciplinary decision that has already been made and no information is sought from the employee.
- Where the employer has clearly and overtly assured the employee prior to the interview that no discipline or adverse consequences will result from the interview, provided the employer keeps that promise.
- Where, after the employer notifies the employee that he or she is being disciplined, the employee initiates further discussion.

4. Do Weingarten rights apply where the investigation is part of the employer’s sexual harassment policy and procedures?

Yes, at least where the person being questioned is an alleged harasser or is alleged to have aided or abetted another person’s harassment.

5. Do job performance reviews or evaluation conferences give rise to Weingarten rights?

Possibly. We would argue that these rights apply where the employee's performance has been under scrutiny and the employee reasonably believes that his/her job is in jeopardy. However, the right is unlikely to apply to classroom observations.

6. How about "counseling" sessions with supervisors regarding absenteeism or drug or alcohol problems?

Again, possibly, especially where the employer is seeking information from the employee or has given the employee a reasonable basis for believing that discipline or termination might result from the problems under discussion.

7. What constitutes a "reasonable expectation" that discipline may result?

Whether the employee "reasonably expects discipline may result" is not determined by the employee's subjective feelings. Instead, the question is whether any reasonable employee, given the same circumstances, would believe that discipline could result. For example: What did the employer say to the employee when announcing or initiating the meeting? Has the employer provided any oral or written warnings? Have there been oral or written allegations of misconduct? Has the employee been under scrutiny previously? Have other employees been disciplined for conduct similar to that being investigated at this meeting?

8. What if the employer states that a disciplinary decision has already been made, but then begins to question the employee about his or her conduct?

The cases are unclear in this situation. We recommend that employees ask for representation at any point in the meeting when the employer solicits information from them. We would argue that seeking such information shows that the employer is either seeking support for its disciplinary decision or considering changing the disciplinary decision. In either case, the employee has Weingarten rights.

9. Does the location of the interview matter?

No. Although such interviews typically take place in the office of a supervisor, Weingarten rights would apply anywhere that an employee is being questioned and reasonably believes discipline could result.

10. What if the employer is not conducting an oral interview, but instead demands that the employee respond in writing to written questions?

Sometimes employers demand that employees provide written statements or written answers to questions about accidents, events or allegations of misconduct. Sometimes the employee is asked to provide such written information by a certain time (such as "by the end of the day"). Sometimes employees are invited to a meeting and asked to write their statements or answers right on the spot.

We believe that an employee is entitled to the assistance of a union representative in either situation. The representative may be able to convince the employer that the questions are inappropriate or that additional questions ought to be asked. In addition, whether the employee is responding orally or in writing, he or she is entitled to consult with a representative before submitting responses.

11. What should the employee do if he or she is not sure whether or not a particular meeting calls for Weingarten rights?

Encourage your members to ask for representation even if they are not sure they're entitled to it. *The employer cannot discipline an employee simply for asking.* Employees could also ask whether or not the meeting could result in disciplinary action. If the employer answers "No," the employer must follow through on that promise or risk violating the law. If the employer answers anything but "No," the employee would be reasonable in asking for representation.

Cautionary Note: An employee may not be protected if he or she refuses to participate in a meeting that is subsequently found to lack Weingarten status. Therefore, *we recommend that employees consult their union representatives for advice about their rights any time they are called to a meeting with the employer.*

12. Does the employer have to inform an employee about Weingarten rights before conducting the meeting or interview?

Absolutely not. Weingarten rights are not like “Miranda warnings,” where the police must advise a suspect of his or her rights to remain silent and to have a lawyer present. Instead, it is up to an employee to know his or her rights and ask for representation in investigatory or disciplinary interviews.

13. How and when should an employee request representation?

The employee should request representation as soon as the employee becomes aware that the employer is seeking information that may result in discipline or that may support a disciplinary decision already made.

The employee’s request does not have to be in any particular form, nor does it have to be in writing. Even words such as “Shouldn’t I have a representative here?” have been considered sufficient to assert Weingarten rights.

The employee can make the request at any time, even in the middle of the meeting. However, the employer will be permitted to use any information obtained before the request has been made, as long as the employer provides Weingarten rights promptly upon the employee’s request.

14. Does the employee need to repeat the request for representation more than once?

No. It is incumbent upon the employer to provide Weingarten rights, even if the request is made to a lower-level supervisor who is not conducting the meeting and the request is not repeated at the outset of the meeting.

15. What are the Weingarten rights that the employer must offer after an employee has requested representation?

The employer has three lawful options:

- Grant the request and delay the interview or meeting until the representative arrives and has a chance to consult privately with the employee; or
- Discontinue the meeting or interview; or
- Allow the employee to choose whether to continue with the interview unrepresented or forgo the interview entirely.

16. If the employer insists that the meeting continue without a representative, may the employee refuse to answer questions or even leave the meeting?

Arguably “yes.” An employer cannot discipline or discharge an employee for refusing to surrender his or her Weingarten rights to representation. If it is truly a Weingarten situation, the employee may remain silent or even leave and return to his/her normal work duties.

However, given the complexity and unpredictability of the law, it is often more prudent for the employee to comply with the employer’s directives, knowing that he or she might later be able to overturn any discipline that results from the unlawful meeting. Otherwise, the employee risks being disciplined for insubordination.

Note: If the allegations are criminal in nature, such as assault or sexual assault, the right against self-incrimination may apply and the association should seek the assistance of MTA counsel before advising the employee how to respond to the questions.

17. Can the employee insist on a particular representative? Does it have to be a union representative?

The employee may choose his/her own representative, whether it's a union official or another employee, without the employer's interference, as long as the choice does not unduly disrupt the employer's ability to conduct the investigation. In practice, this usually means that the employer should try to comply with the employee's request, even if it means some delay in scheduling the meeting. On the other hand, the employee can't expect the employer to postpone the meeting unreasonably. The reasonableness of either the employer's or the employee's behavior can only be measured on a case-by-case basis.

18. Does the employer have to give release time to the representative requested by the employee?

The general rule is that the employee may choose his or her representative if that person is "available." If the interview or meeting is scheduled sufficiently in advance so that the representative can meet with the employee on off-duty time, then they will be required to do so. Of course, your local collective bargaining agreement may also provide for release time in these situations.

If the interview or meeting is scheduled so closely that off-duty consultation is not possible, the employer would have to provide release time to the representative who is on the premises unless the employer can establish some overriding management need that would preclude doing so.

19. Does the employer have to provide the employee and/or the representative with a copy of the charges that have been made against him/her?

We believe the answer is "yes," although the law is not completely settled on this issue. Some courts have held that "meaningful" representation implicitly requires advance notice of the precise allegations against the employee, even if the person making the charges has been promised confidentiality. Without knowing what the charges are, the association cannot provide meaningful advice or assistance. The Division of Labor Relations has also suggested that the employer's duty to furnish information to the union would include information about allegations that are made against bargaining unit members, including copies of charges and witness statements.

20. What are the representative's role, rights and duties at a Weingarten meeting?

- To be informed about the subject matter of the meeting, including (at least arguably) copies of charges or allegations, if written, and copies of witness statements.
- To consult privately with the employee before the meeting.
- To speak and be proactive during the interview, as long as doing so does not interfere with or disrupt the meeting.
- To advise and counsel the employee.
- To provide additional information to the employer at the end of questioning.
- To bear witness to the proceedings, take notes, etc.

21. If an employer has provided all the necessary Weingarten rights, may an employee refuse to answer questions?

No, unless the matter under discussion has criminal implications. Generally, an employee does not have the right to remain silent, as long as his/her representational rights have been honored, nor may the union representative direct the employee to remain silent.

22. Does either the supervisor or the employee have a right to tape-record the interview?

It is illegal under the state's "wiretapping law" to secretly tape-record an oral communication, including an interview, and a person who does so can incur both criminal and civil penalties. It is not clear whether one

party can lawfully insist upon openly tape-recording against the wishes of the other party. We would argue that an employer would have to bargain with the association before implementing such a practice. Since this issue is not settled, we would urge association leaders to consult with their MTA field representative if confronted with this issue.

23. Can an employee “waive” his/her Weingarten rights? How?

If an employee does not affirmatively ask for representation, he or she will be considered to have “waived” his/her rights. However, as noted earlier, the request for representation does not have to comprise any “magic words,” as long as it puts the employer reasonably on notice that the employee would prefer representation.

If the employer claims that the employee chose to continue the interview without representation, the employer must demonstrate that the choice was voluntary, clear and unmistakable. For example, if the employee elected to go forward without a representative only after the employer told him “things will be worse for you if you insist on having the union present,” then the choice would not be deemed “voluntary.”

24. What remedy is available for violation of Weingarten rights?

An employer commits a prohibited practice under Chapter 150E if it: (1) refuses an employee’s request for representation during an investigatory or disciplinary meeting or otherwise withholds the full panoply of Weingarten rights; (2) disciplines an employee for asserting Weingarten rights; (3) threatens or coerces an employee exercising Weingarten rights; or (4) threatens or disciplines a union representative for assisting an employee in a Weingarten meeting.

The Division of Labor Relations, or MDLR, will order the employer to rescind any retaliatory threats or discipline imposed because an employee or union representative exercised Weingarten rights. Moreover, if the MDLR finds that the discipline ultimately imposed by the employer was affected by the information obtained at the unlawful meeting or was affected by the fact that no union representative was present, then the MDLR may also order that the discipline be rescinded. The MDLR will also order the employer to post a notice of the violation. We would argue that information obtained at a meeting in violation of Weingarten rights should be excluded from any eventual discharge or discipline arbitration.

Please note: The information in this document is intended to provide general guidance based on current law. The principles discussed herein do not necessarily apply to all specific fact situations. Changes in the law after the date this information was published may affect its accuracy. If questions or situations arise pertaining to the subject matter of this document, please contact your MTA consultant.

CONTRACT ENFORCEMENT

Introduction

Contracts are enforced through the grievance procedure. Grievance processing is a quasi-legal process. Local associations should consult with their assigned MTA field representatives prior to filing a grievance to discuss whether the contract has been violated and, if so, how to write the grievance.

Local associations have a legal responsibility to represent members whose contractual rights have been violated. Failure to properly investigate claims and process legitimate grievances, up to and including arbitration, may result in charges of failure to represent being filed against the association at the Massachusetts Division of Labor Relations (MDLR).

The following pages of this section will provide you with information you need to understand in order to enforce your contract.

What is the definition of a grievance?

A grievance is that which the parties to a particular collective bargaining agreement say it is. Some contracts define grievances very specifically as a violation, misinterpretation or a misapplication of the contract. Other contracts may have a broader definition, such as a violation, misinterpretation or misapplication of the terms of the contract and/or rules, regulations and policies that pertain to wages, hours and working conditions.

What is the purpose of the grievance procedure?

The purpose of the grievance procedure is to ensure that the negotiated provisions of the contract are adhered to by the employer. Most grievance procedures state that the purpose of the step process is to settle disputes at the lowest possible level. An offer of compromise does not prejudice either side's position if the case is not settled and ultimately goes to arbitration. An offer of compromise is not admissible in arbitration. Sometimes a settlement can be fashioned in such a way that it will settle the issue at hand and not be precedent-setting in future cases of a similar nature. The settlement of a grievance can only be made by the parties that negotiated the contract.

What is arbitration?

Arbitration is the final step in the grievance procedure. If the parties are unable to settle a dispute, an arbitrator is selected from either the American Arbitration Association or the state Division of Labor Relations to hear the case, render a decision on the merits of the case and issue a remedy. The arbitrator's decision is final and binding on the parties, although sometimes an employer will appeal an arbitrator's award to the courts, arguing that the arbitrator exceeded his/her authority under the law in rendering a particular decision. Arbitration can be costly, and it can take from three to six months for an award to be issued, and longer if the employer appeals the arbitrator's decision.

What is the role of the grievance committee?

The grievance committee of the local association is responsible for the following:

- * Advising members of their contractual rights.
- * Reviewing school committee policies and monitoring policy changes for conflicts with the contract.
- * Determining the merit of grievances in consultation with the assigned MTA field representative.
- * Investigating grievance claims with an open mind.
- * Initiating and processing grievances in accordance with the time limits set forth in the procedure.
- * Notifying any parties at interest that a grievance may impact them.

- * Ensuring that there is an appeals process in place in the association for members to appeal a decision of the grievance committee not to pursue a grievance.
- * Keeping the grievant informed of the progress of the grievance.
- * Collecting all documents and information related to the grievance and keeping accurate records and notes of meetings.

What are the cardinal rules of grievance processing?

- * Defend — do not judge. Members pay dues to be protected, not attacked, by their own association.
- * Work — then grieve. It is easier to grieve an unsatisfactory work order than to recover a job if the employee is insubordinate. Exceptions to this are orders that are illegal and would jeopardize the health or safety of an employee.
- * Never miss the time limits. It is unforgivable to lose a grievance because the time limits have passed.
- * Make sure that all extensions of the time limits are agreed to with the employer in writing.
- * Move the grievance through the process even if the employer does not respond in a timely fashion.
- * Save everything remotely related to the case.
- * Communications with the employer should be in writing, and written responses should be requested from the employer.

What should be asked in the initial fact-finding on a complaint?

- * Who: Who are the people involved in the incident?
- * What: What provisions of the contract are involved?
- * When: When did the incident occur?
- * Where: Where is the appropriate level to begin the grievance?
- * Why: Why did it occur?
- * How: How is the member affected? How are other members of the association impacted?
How have such matters been resolved in the past?

What should the grievance committee remember when processing grievances?

- * All grievances must be processed in good faith.
- * All grievants must be treated in a fair and consistent manner.
- * Decisions not to pursue a grievance at any level cannot be arbitrary or discriminatory.
- * Decisions not to pursue a grievance should be based on the merits of the case and the total impact on the contract.
- * The association should attempt to seek a fair settlement prior to arbitration, so long as the settlement is consistent, fair, nondiscriminatory and in good faith.
- * The association may exercise discretion in the settlement of a grievance.
- * The processing of a grievance should be fully documented and recorded so that when a grievance is dropped or settled, the good faith basis for the decision is evident.
- * Always involve your assigned MTA field representative when processing a grievance.

What are the policies of the association?

Every association should establish a written policy concerning grievance processing so that the members and the association will know what to do when a grievance is to be processed. The policy should address the following questions:

- * Who is responsible for detecting violations of the contract?
- * What is the role of the building/faculty representative in the grievance process?
- * Who is responsible for writing and filing the individual's grievance?
- * Who is responsible for writing and filing a group or association grievance?
- * Who determines whether the association should file a grievance in its name?
- * Who determines the level of assistance given to the grievant at each level?
- * Who decides whether a grievance goes to arbitration?
- * How are denials of representation and appeals handled?
- * How are members informed of the results of a grievance?

What is the duty of fair representation?

When an association becomes a certified bargaining agent, it automatically assumes a responsibility to represent every member of the bargaining unit in a fair, consistent and non-discriminatory manner and without regard to employee organization membership.

The role of an employee organization is not to put its members on trial, but to defend and protect them. Management can take care of itself, and the association takes on management's role at the peril of its members and the profession.

An employee organization breaches its duty of fair representation when its conduct is unlawfully motivated, arbitrary, perfunctory or reflective of inexcusable neglect. In deciding whether or not the employee organization has breached its duty, the role of the Massachusetts Division of Labor Relations is to inquire into the association's motives and to review its decision-making procedures.

If an association is found guilty of violating its duty of fair representation, the association can be assessed damages. There have been cases where unions have been liable for monetary losses suffered by the employee resulting from the union's failure to process a grievance.

THE DUTY OF FAIR REPRESENTATION

Since it speaks for all employees, the association is obliged to fairly represent all employees in the bargaining unit. This obligation is imposed by the public-sector collective bargaining law.

It is a prohibited practice under the law for an association to refuse to fairly represent a bargaining unit member in a matter involving the contract.

An association breaches its duty of fair representation where the association's conduct would be judged to be arbitrary or discriminatory toward a member of the collective bargaining unit. Subject to these criteria, an association is afforded substantial discretion in negotiations and in the processing of grievances. The association must protect the interests of the group as a whole, as well as individual interests, and must reconcile conflicts fairly. An association does not breach its duty of fair representation merely because it is wrong or because it fails to satisfy everyone it represents.

This “duty of fair representation” exists:

1. During collective bargaining for an initial and successor agreement.
2. During the life of the contract, including the resolution of disputes and the processing of grievances.
3. When deciding whether or not to arbitrate and while conducting the arbitration.

The association has no duty of fair representation in matters that are unrelated to the collective bargaining context. For instance, an association is not obligated to provide advice or services regarding disputes involving the law other than the contract. An example of this might be a member who comes to the association believing he/she has been the victim of sex discrimination at work. The issue is whether this is simply a statutory claim or whether there is any claim based on the contract. The association does not have an obligation to process statutory issues.

Any association representative confronting this complexity should consult with the assigned MTA field representative.

An association has considerable latitude in the processing of grievances and other aspects of contract administration. However, an association must consider and weigh, in good faith, all of the following criteria in deciding whether to proceed to arbitration on a grievance:

1. The effect of the breach on the employee.
2. The effect of the breach on the contract.
3. The likelihood of success in arbitration.

Failure to make a considered decision in these situations may give rise to a claim that the association has breached its duty of fair representation.

A decision not to arbitrate based solely on cost to the association without regard to the merits of the grievance, for example, might be arbitrary and, therefore, a breach of the association's duty of fair representation. Before reaching a decision not to arbitrate, the association must review and weigh all of the circumstances. It would be advisable to keep a sufficient record of the decision-making process (e.g., the record in the minutes of the Executive Committee) in the event that the association's decision is challenged.

If the member proves that the association violated the duty of fair representation by refusing to arbitrate over suspension, non-renewal or discharge, and if the MDLR examiner also concludes that the member would have prevailed on the merits of the grievance, the association may be responsible for any back pay. However, the duty to fairly represent is based on common sense — the association is given wide latitude to conduct its business as long as all employees in the unit are fairly treated.

Depending on the facts, examples of arbitrary or perfunctory association conduct might include:

1. Deliberate lying.
2. Ignoring a clearly meritorious grievance.
3. Failure to investigate or consider the merits of the grievance.
4. Failure to gather favorable evidence once an association decides to process a grievance.
5. Having a decision made by people who have a conflict of interest.
6. Making an inadequate attempt at gathering evidence on behalf of the grievant or at rebutting the employer's arguments.
7. Extreme negligence in investigating or extreme passivity in presenting the case.
8. Perfunctory handling of an arbitration case that omits any factual proof of the grievant's position.
9. Inexcusable failure to make a decision whether or not to advance a grievance to arbitration in accordance with contractual time limits.
10. Inexcusable failure to notify the grievant of a decision not to arbitrate in time for the grievant to advocate a different approach or to pursue other remedies if any are available.
11. Decisions based simply on race, gender, sexual preference or age, rather than on the merits.
12. Refusal to process the grievances of agency fee employees or non-members simply because they are not members.
13. Refusal to process grievances of members for the sole reason that they have criticized the association or filed charges against the association.

Factors that can legitimately enter into decision-making might include:

1. Effect on other members of the unit — monetary or otherwise.
2. Relative importance of the principle (what may be of great import to one member may be less important in the unit's "big picture").
3. Trade-off at bargaining table or in settling grievances.
4. Merits of grievance.
5. Costs of arbitration.
6. Ongoing relationship with employer.

CHECKLIST FOR HANDLING GRIEVANCES AT THE INITIAL STEP

I. THE GRIEVANCE

- Listen to grievant's story.
- Ask questions.
- Don't personalize the issues.
- Take notes; keep a record.
- Get names, dates, times.
- Refer to section of the contract allegedly violated.
- Identify remedy desired.
- Repeat grievance in your own words to grievant.

II. GET THE FACTS

- Check the association contract.
- Check time limits.
- Check grievability.
- Check the experience of other employees in similar cases.
- Seek advice, if necessary.
- Investigate facts and records of others involved.
- In deciding, give benefit of the doubt to the association.

III. PRESENTING GRIEVANCE

- Settle the grievance as soon as possible, if settlement can be achieved.
- Write a simple statement of the situation, and conclude with the remedy being sought.
- Explain your position orally to the administrators.
- If the grievance is denied, appeal within the timelines and keep the association member informed of the progress of his/her case.

SAMPLE GRIEVANCE STATEMENT

WHEN & WHO On or about April 15, 2012, Mr. Smith, principal at

WHERE & WHO Bedlam Junior High School, ordered Mr. Jones

WHAT to cover a class of another teacher who was absent that day, thereby depriving him of his duty-free lunch period.

HOW Therefore, in accordance with ARTICLE II (grievance procedure) of the (authority) current agreement between the Association and the Board, the Association, on behalf of Mr. Jones, submits the above matter as a grievance.

RULE The Association contends that the action of the school principal described (contract violation) above is in violation of ARTICLES IV; VII; XXII and other articles relevant to the instant matter. Further, the Association contends that the matter involves an

ISSUE administrative decision affecting Mr. Jones' terms and conditions of employment (what or who) as set forth in ARTICLE II.

Remedies Sought

WHAT IS THE REMEDY (compensation)?

1. That Mr. Jones be compensated for the extra assignment at the rate specified in ARTICLE XXII, paragraph B.
2. That in the future, the principal refrain from assigning teachers during their duty-free lunch periods.

ACCESSING THE CONTRACT DATABASE

Several years ago, the MTA Division of Affiliate Services, with the help of an outside vendor, MicroSearch, Inc., developed a database of local contracts for the use of MTA locals and staff. Because the database is proprietary information and is the sole property of the Massachusetts Teachers Association, the information is carefully guarded and is available only by following the established procedure set forth below.

1. Requests for, and renewal of, passwords must come through local association presidents. A local president can request one (1) additional password, assigned to a person recommended by the president (e.g., grievance officer or negotiating chair).
2. No password will be valid for more than one year. All passwords, regardless of when they are issued, will expire June 30 of each year due to a system purging. All requests for password(s) will be processed during the 2nd week of July of each year.
3. When the affiliate services coordinator receives a request for a password from a local president, the regional manager, regional support staff and regional field representative in that local president's region will be notified of the request.
4. Before passwords are issued, the request must be approved by the appropriate field representative. Notification of access will be issued via e-mail to the local president (or the second recipient). All passwords should be issued from MTA within five (5) working days. Regional offices will be notified when a password has been issued.
5. Users can register online and create their own profile for the online contracts site. Simply click on the registration link (www.mta-contracts.org) and fill in your user information. You can pick your own user ID and password. You will automatically receive an e-mail confirmation with a record of your information.
6. Everyone (including staff) must register online to gain access to the site. MTA Board members requesting a password may directly access the registration link, without going through their local president.

FINANCIAL ISSUES

CRISIS FUNDS REIMBURSEMENT POLICY

The following policy establishes:

- a. The definition of an affiliate crisis, to be used in determining when a local affiliate may apply for economic assistance from the MTA; and
- b. The type of local expenditures the MTA may reimburse upon determination that a crisis exists.

A. Collective Bargaining Crisis

1. A situation which is declared a crisis by an affiliate recognized or certified as an exclusive bargaining agent for a bargaining unit of MTA/NEA members and which has been similarly declared by the appropriate regional manager and the assigned field representative.
2. The situation, in addition, should include at least two of the following elements:
 - a. Commencement or continuation of employment duties without benefit of an operative collective bargaining agreement or the immediate probability of same. These criteria would be met if the affiliate had been forced into an extension of a past collective bargaining agreement.
 - b. Declaration of a collective bargaining impasse by either party.
 - c. The filing by the affiliate of an unfair labor practice against the employer.
3. The MTA will consider such a situation for purpose of MTA reimbursement for local expenditures only if the following conditions are present.
 - a. The affiliate has notified the director of affiliate services, through the appropriate regional manager, that a crisis as defined in Sections 1 and 2, above, exists. Expenditures made prior to such notification will not be considered for MTA reimbursement.
 - b. The regional manager is either present at the bargaining table or is engaged in direct supervision of the bargaining which is precipitating the crisis, or, where the local affiliate is represented by a non-MTA staff person, the local affiliate provides the regional manager with status reports, as requested, concerning negotiations.
 - c. In the event that the crisis involves salary or other cost items, the affiliate, with the assistance of the assigned field representative and the regional manager, with the approval of the director of affiliate services, shall determine the need to secure the following information and/or whether other information should be secured: 1) a comprehensive budget analysis for the affiliate's employer community or communities in the case of regional schools; 2) an analysis of salaries for like employees in contiguous communities; and 3) a complete costing of the affiliate's and employer's contract proposals, including a scattergram, at the date of application.
 - d. The affiliate, with the assistance of the assigned field representative, has developed appropriate public relations strategies geared toward parents, other unions, the political structure and community groups, approved by the appropriate regional manager and the director of affiliate services.
 - e. The affiliate has entered into a written understanding with the MTA defining local and state expenditures.

B. Non-Collective-Bargaining Crisis

1. A circumstance in which the MTA affiliate is being challenged or is challenging for the collective bargaining representation rights.
2. The situation, in addition, should include the following elements:
 - a. The affiliate has notified the director of affiliate services that a non-collective-bargaining crisis exists. Expenditures made prior to such notification will not be considered for MTA reimbursement.
 - b. The assignment to the affiliate of an MTA and/or NEA organizer.
 - c. The affiliate, its leadership and membership are actively involved in an organizing campaign designed with the assistance of the assigned organizer and approved by the director of affiliate services.
 - d. The affiliate has entered into a written understanding with the MTA defining local and state expenditures.

C. MTA Financial Assistance in Crisis Situations

The affiliate, as a condition of eligibility for MTA financial assistance, must, in addition to meeting the appropriate requirements set forth in Section A of this policy, be current with its dues transmittal obligation to the MTA and the NEA and have made its complete books and records of operation available to the MTA Division of Finance and Accounting.

1. In the event the local affiliate cannot meet its obligation during either a collective bargaining or non-collective-bargaining crisis, and the required crisis expenditure is not the type for which MTA will reimburse the local affiliate, the latter will be eligible to apply for an interest-free loan from the Massachusetts Education Association Professional Rights Fund.
2. The MTA limits its reimbursement to the affiliate for expenditures which involve expenditures approved by regional managers for:
 1. Rental of facilities for bargaining unit meetings.
 2. Rental of crisis center facilities.
 3. Rental of a facility for actual negotiations of a contract.
 4. Printing and related supply costs and newspaper advertisements when either are part of a community communications program.
 5. Telephone use in the crisis.
 6. Other communications devices used in the crisis, including the use of approved cell phones.
 7. Costs associated with setting up a local website including e-mail.
3. A limitation on the total amount to be reimbursed by the MTA to a local affiliate of up to \$2,000 per fiscal year and an allowable additional \$1,000 if the amount is matched by local expenditure.

MEMORANDUM OF UNDERSTANDING

Whereas, the _____ Association has requested crisis assistance from the Massachusetts Teachers Association, and whereas the Massachusetts Teachers Association similarly determined a crisis exists as defined in MTA Policy 140.10.05, then,

The _____ Association and the Massachusetts Teachers Association agree that MTA financial assistance shall be made, subject to compliance with the provisions of MTA Policy 140.10.05, as most recently amended, which includes the following:

In the event that the crisis involves salary or other cost items, the affiliate, with the assistance of the assigned UniServ Consultant and the Regional Manager, with the approval of the Director of Affiliate Services, shall determine the need to secure the following information and/or whether other information should be secured:

1. A comprehensive budget analysis for the affiliate's employer community or communities (in the case of regional schools).
2. An analysis of salaries for like employees in contiguous communities.
3. A complete costing of the affiliate's and employer's contract proposals, including a scattergram, at the date of application.

MTA shall reimburse the _____ Association for expenditures, as approved by the assigned UniServ Consultant and Regional Manager, for the following:

1. Rental of facilities for bargaining unit meetings.
2. Rental of crisis center facilities.
3. Rental of a facility for actual negotiations of a contract.
4. Printing and related supply costs and newspaper advertisements when either are part of a community communications program.
5. Telephone use in the crisis.
6. Other communications devices used in the crisis, including the use of approved cell phones.
7. Costs associated with setting up a local website including e-mail.

The parties understand that the total amount to be reimbursed shall not exceed two thousand dollars (\$2,000); however, an allowable additional one thousand dollars (\$1,000) may be reimbursed if that amount is matched by local expenditures. The parties further understand that MTA policy mandates that the crisis fund be the sole source of MTA crisis assistance to the affiliate, and other MTA monies will not be used for this purpose.

This Memorandum of Understanding is entered into the _____ day of _____ 20____ .

For the Association

For the Massachusetts Teachers Association

.....

.....

UniServ Consultant

.....
Regional Manager

.....
Director of Affiliate Services

POLICY GUIDELINES FOR MTA SUPPORT OF LOCAL ASSOCIATIONS

Purpose

To help associations defray part of the cost of operating local associations.

Rules for Operation

1. a. Each local association, or each group of local associations, requesting MTA support shall make available to MTA a record of expenses for the current fiscal year in the categories for which support is requested.
 - b. For expenses submitted in excess of \$100, receipts or other supporting documentation should be maintained by local associations and made available to the MTA upon request. In addition to the Audit Certificate that is required to be filed by September 30, all locals requesting support should also submit a quarterly Income Statement (financial statement showing incomes and expenses) for the quarter just ended.
2. Categories of support are limited to the following:

Office expenses: rent, telephone, utilities, equipment, office supplies, postage, printing, insurance, paper, clerical services, payroll taxes and audit costs.

Compensation: local officers, committee chairs and committee members.

Conferences: registration fees at MTA-approved conferences and hotel room costs for MTA Annual Meeting (as advertised by the MTA).
3. The MTA and the local association, or the group of local associations, shall enter into a written agreement covering the categories of support and the association(s) shall annually certify that the financial statements have been audited or reviewed.
4. a. The local association shall submit requests for reimbursement on a quarterly basis, and shall certify the amount of local dues for the succeeding fiscal year on or before September 30.
 - b. **SUPPORT REQUESTS SHOULD BE SUBMITTED WITHIN 30 DAYS OF THE CLOSE OF THE MTA'S FISCAL QUARTER. ANY OTHER REQUESTS FOR SUPPORT RELATED TO THE FISCAL YEAR ENDING JUNE 30 POSTMARKED AFTER JULY 15 OR THE NEXT REGULAR BUSINESS DAY WILL NOT BE HONORED.**
5. a. Members or agency fee payers should be reported on a full-time-equivalent basis in accordance with the percentage of MTA's active dues paid.
 - b. Maximum reimbursements should be calculated based on full-time equivalents.

Funding

Local associations may be reimbursed for 50 percent of the expenses incurred up to the maximums set forth in the following reimbursement schedules:

100 percent of Active MTA Dues

Local Dues	Reimbursement
Less than \$30	\$5 per member or agency fee payer
\$30 - \$44.99	\$10 per member or agency fee payer
\$45 - \$59.99	\$15 per member or agency fee payer
\$60 - \$79.99	\$20 per member or agency fee payer
\$80 or more	\$25 per member or agency fee payer

60 percent of Active MTA Dues

Local Dues	Reimbursement
Less than \$18	\$3 per member or agency fee payer
\$18 - \$26.99	\$6 per member or agency fee payer
\$27 - \$35.99	\$9 per member or agency fee payer
\$36 - \$47.99	\$12 per member or agency fee payer
\$48 or more	\$15 per member or agency fee payer

30 percent of Active MTA Dues

Local Dues	Reimbursement
Less than \$9	\$2 per member or agency fee payer
\$9 - \$13.49	\$3 per member or agency fee payer
\$13.50 - \$17.99	\$5 per member or agency fee payer
\$18 - \$23.99	\$7 per member or agency fee payer
\$24 or more	\$8 per member or agency fee payer

Members should be categorized according to the schedule for the percentage of MTA active dues or agency fee paid when local association support worksheets are prepared.

The amount of funding provided to each local shall be reduced proportionately, if less than the total amount of projected program costs, as requested in the proposed budget, is included in the budget adopted by the Annual Meeting of Delegates.

Local support payments shall be paid to local associations only if dues payments are remitted in accordance with the MTA Bylaws, Article IV, Section 3.

August 1, 2012

MEMORANDUM

TO: Local Association Treasurers

FROM: Kathleen Conway
Director, Finance and Accounting

SUBJECT: LOCAL SUPPORT PROGRAM

Your attention is called to the Rules of Operations, Guidelines for MTA Support of Local Associations, which read, "The Local Association shall certify 1) the amount of local dues for the succeeding fiscal year and 2) that the financial statements of the local have been audited or reviewed." This certificate must be completed on or before September 30.

In order to meet this requirement, it is only necessary for you to complete the following certificate and mail it to the MTA, Division of Finance and Accounting, 20 Ashburton Place, Boston, MA 02108.

I hereby certify the local dues for _____
(Name of Local Association)

for 2012-2013 are:

TEACHERS \$ _____

SECRETARIES/CLERKS \$ _____

CAFETERIA WORKERS \$ _____

BUS DRIVERS \$ _____

CUSTODIANS \$ _____

EDUCATION SUPPORT PROFESSIONALS \$ _____

I also certify that the financial statements of the local were last audited or reviewed on _____
(Date)

by _____
(Name of Auditor or Person Reviewing Statements)

(President or Treasurer)

(Date)

MTA FINANCE & ACCOUNTING MEMO ON REIMBURSEMENT FORMS

August 1, 2012

MEMORANDUM

TO: Local Association Treasurers

FROM: Kathleen Conway, *Director, Finance and Accounting*

SUBJECT: REIMBURSEMENT FORMS FOR LOCAL SUPPORT PROGRAM

Enclosed are copies of the forms to be used for each quarter in requesting reimbursement under the MTA Local Support Program during 2012-2013. Please use these forms when you submit quarterly expenses.

The GUIDELINES require that locals submit requests for reimbursement on a quarterly basis. The administrative procedures suggest that requests be submitted within thirty (30) days of the end of MTA's fiscal quarters, namely, October 30, January 30, April 30 and June 30. **ANY OTHER REQUEST FOR SUPPORT RELATED TO THE FISCAL YEAR-END JUNE 30 POSTMARKED AFTER JULY 15TH OR THE NEXT REGULAR BUSINESS DAY WILL NOT BE HONORED.**

It should also be noted that reimbursement checks will be withheld if dues payments have not been forwarded to the MTA in accordance with the bylaws and your payroll deduction schedule. Also, payment will be withheld if a quarterly income statement does not accompany the request.

Copies of the GUIDELINES and the Administrative Interpretation and Procedures, which have been previously provided, are again included for your information.

If you have any questions, please call me at 800.392.6175, ext. 8309.

2012-2013 AGREEMENT

in accordance with the
Guidelines for MTA Support of Local Associations
between

THE MASSACHUSETTS TEACHERS ASSOCIATION
(hereinafter referred to as the MTA)

and

.....
(hereinafter referred to as the LOCAL)

In order to help defray part of the operating expenses incurred by the LOCAL, the MTA agrees to provide support to the LOCAL in the agreed-upon categories according to the attached schedule.

The MTA will provide support up to an amount which is equivalent to 50 percent of the total expenses incurred; provided, however, that the amount of support shall not exceed the reimbursement per member set forth in the Local Support Guidelines.

The LOCAL shall transmit to the MTA a record of its actual expenses for the quarterly periods ending September 30, 2012, December 31, 2012, March 31, 2013, and June 30, 2013. **Expenses each quarter must be submitted within 30 days of the end of the quarter and must be accompanied by a quarterly income statement. Any other requests for support related to the fiscal year ending June 30 postmarked after July 15 or the next regular business day will not be honored.** The MTA agrees to reimburse the LOCAL within 30 days of receipt of its expenses provided the LOCAL has transmitted dues in accordance with the MTA Bylaws.

The LOCAL agrees to certify the amount of local dues for the succeeding year on or before September 30. The LOCAL also agrees to certify that the financial statements have been audited or reviewed. The MTA reserves the right to audit the LOCAL's records in the event MTA deems it necessary.

The terms of this Agreement shall be from July 1, 2012, through June 30, 2013.

This Agreement may be terminated by the MTA with 30 days' written notice should the LOCAL fail to comply with any of the provisions of this Agreement and/or the MTA Bylaws.

.....
(For the LOCAL)

.....
(For MTA)

.....
(Date)

LIMITING LIABILITY THROUGH INCORPORATION AND INSURANCE

The following information, prepared by the MTA Division of Legal Services, outlines the ways to limit liability through incorporation and insurance for the activities of the association and its agents (officers, directors and employees).

This memo explains the following points and what MTA and MTA Benefits will do to assist your local.

1. Your local should be incorporated.
2. We recommend that you have Workers' Compensation insurance in all cases where your officers are paid—whether by direct compensation (salary or stipend) or indirectly by dues forgiveness.
3. We recommend that you consult with Educators Insurance Agency to determine whether your local should have property insurance (888.908.6822).

Insurance is a reimbursable expense under the MTA Local Support Policy. Please check with Kathleen Conway, MTA Finance and Accounting, at 617.878.8309 on your local entitlement for this item's reimbursement.

Incorporation

Local associations should be incorporated.

Through incorporating, a local association can protect the officers and directors from personal liability for the acts of the corporation.

The process of incorporating involves filing articles of organization and bylaws with the Commonwealth's Secretary of State, along with a fee of \$35. Thereafter, an incorporated local must file an annual report with the Secretary of State, along with a \$15 fee. Annual Reports are due each November 1. MTA's Legal Division sends an annual reminder to your local association.

MTA Legal Services assists locals in filing for incorporation with the Secretary of State. Contact your field representative, who will assist you in filing a request for these legal services.

Insurance

Though incorporating a local association will generally protect the officers and directors from personal liability for the acts of the corporation, the corporation's assets remain at risk in an unlimited array of circumstances. A non-profit may be found liable for its own actions (direct liability) and may also be found responsible for the actions of an employee or volunteer acting within the scope of his/her employment (vicarious liability). The primary method to protect the corporation's assets in a cost-effective manner from this array of potential risks is to purchase insurance.

1. Current Coverage

MTA locals are automatically covered by two insurance policies, one insuring local associations against the negligent acts of officers, directors and employees and the second providing a bond and insurance against loss of funds due to the dishonesty of officers or staff.

2. **Additional Coverage:** required (workers' compensation) and recommended (property insurance).

Workers' Compensation Insurance

Is Workers' Compensation Insurance Required By Law?

The MTA Legal Division has researched the issue of whether Massachusetts law requires the local affiliates of MTA to maintain workers' compensation insurance coverage for the locals' officers and paid employees. The division has concluded that a local association affiliated with the MTA has a legal obligation to carry workers' compensation insurance for officers and agents of the local who are compensated for work done on behalf of the local, regardless of whether the compensation is in the form of a stipend, salary and/or dues forgiveness in lieu of payment. The research suggests that liability would exist only when the agent or officer receives consideration in exchange for his or her service and where the activity in which the agent or officer is engaged at the time of the injury does not benefit the employer/school district.

How Do Local Associations Obtain Workers' Compensation Insurance?

Educators Insurance Agency has developed a relationship with Agency One offering workers' compensation through The Norfolk and Dedham Insurance Company. Since 2002, Educators Insurance Agency has been helping local associations obtain workers' compensation insurance for officers and members who are employees of the local association. Based on available information, annual coverage may cost \$700 for the typical local association with three officers (president, treasurer and clerk) and five paid or stipend-receiving bargaining representatives. To obtain assistance from Educators Insurance Agency, please call 888.908.6822.

LAWS AND REGULATIONS

EDUCATOR LICENSE RENEWAL

All professional educator licenses must be renewed every five years.

Significant Provisions

- Professional licenses (if you have only one) require 150 PDPs for renewal, at least 90 in content and at least 120 in content and pedagogy. Additional licenses require 30 PDPs in content.
- For employed educators, license renewal IPDPs must be approved by a supervisor within three months of a professional license being issued or renewed, reviewed at least once every two years and endorsed for completion prior to renewal application.

Definitions

- **Advanced Academic Study:** Upper-level undergraduate course (or equivalent) where content is new to the educator, or graduate-level course (or equivalent) or program approved by the Department of Elementary and Secondary Education.
- **Content Area:** Academic discipline/subject matter of license.
- **District Professional Development Plan:** Delineates district goals; includes School Improvement Plan goals; defines activities through which staff will meet professional growth and license renewal requirements, including no-cost options and specific content to be addressed; sets forth a professional development budget; includes district's professional development offerings.
- **Individual Professional Development Plan:** The educator's five-year plan that outlines professional activities for purposes of professional license renewal.
- **No-Cost Option:** Massachusetts law requires that educators have available a no-cost way to renew their licenses. The Department of Elementary and Secondary Education has charged districts with this responsibility.
- **Pedagogy:** Teaching methods.
- **Primary License:** When an educator holds more than one professional license, he or she designates one as the "primary" license, usually the one under which the educator is working.
- **Professional Development Point (PDP):** Unit created to measure professional development activities—
 - 1 clock hour = 1 PDP.
 - 1 semester hour or 1 undergraduate credit = 15 PDPs.
 - 1 Continuing Education Unit (CEU) = 10 PDPs.
 - Advanced Academic Study = 1.5 PDPs/clock hours.
- **Topic:** A single or tightly integrated area of study within an academic discipline or related to a particular method of teaching or administration.

For more information on the Massachusetts Department of Elementary and Secondary Education's Professional License Renewal and Guidelines, or to see an example of a completed Individual Professional Development Plan, go to the MTA website, www.massteacher.org, or the DESE website, www.doe.mass.edu.

MAJOR FEDERAL LAW AND GRANT PROGRAMS

Federal Elementary and Secondary Education Act of 2001 (ESEA) and Massachusetts Waiver

This sweeping law, also known as the No Child Left Behind act, increased testing for students and established rigid test score goals for schools, districts and the state. In February 2012, the U.S. Department of Education granted Massachusetts a waiver from several NCLB provisions. The major changes include setting new achievement gap goals, redefining student subgroups and replacing the current school performance classifications with five new levels. NCLB's Adequate Yearly Progress measure is replaced with new Annual Measurable Objectives based on progress and performance indicators, including growth on certain MCAS tests and high school graduation rates.

President Barack Obama has pledged to make changes in the ESEA through a process known as "reauthorization." These changes are expected to include replacing the AYP standard with requirements to measure student "growth" from one year to the next. The revised law is also expected to focus on teacher effectiveness and to use student test scores in teacher evaluations.

Race to the Top

In 2010, the federal Race to the Top grant program offered states the opportunity to compete for a total of \$4.3 billion in education funding to implement programs and policies specified by the U.S. Department of Education. Massachusetts received a grant of \$250 million. Half of this money is being allocated to the more than 250 participating school districts that are implementing RTTT projects.

Race to the Top requires reforms in four specific areas:

- **Standards and assessments.** Massachusetts has adopted new national standards and is participating in developing assessments that may replace the MCAS tests in math and English language arts.
- **Data systems that measure student growth.** Massachusetts has developed Student Growth Percentiles for schools and districts and is planning to do the same at the classroom level.
- **Effective educators.** Massachusetts will be implementing new educator evaluation regulations.
- **Low-performing Schools.** Most Level 4 schools have received School Improvement Grants to implement one of four improvement models approved by the USED.

For updates, go to *www.massteacher.org*.

MAJOR STATE EDUCATION LAWS

The Massachusetts Education Reform Act of 1993

“Ed Reform,” as it is still commonly known, significantly increased the share of funding the state provides for public schools, particularly in low-income communities. The funding formula is known as “Chapter 70,” and the money is distributed through local aid. Other changes under that law include development of common standards (Curriculum Frameworks); state-developed standardized tests (MCAS); a high school graduation requirement based on passing MCAS tests in math, English language arts and now science; entry level testing for new teachers (Massachusetts Tests for Educator Licensure); and a new school and district accountability system.

Achievement Gap Law

The governor signed the Achievement Gap Law in January 2010. This law made several significant changes to state education laws. The intent was to reform the school accountability system and allow more charter schools, both requirements of the Race to the Top program. The most significant change is to redefine which schools are considered “underperforming” and “chronically underperforming” and to establish new assistance and new sanctions for them. In addition, teachers with professional status in those schools can be dismissed for “good cause” rather than “just cause,” and they lose some of their collective bargaining rights.

PERFORMANCE EVALUATION

State regulations governing evaluations were revised in 2011 and are being phased in throughout the state. The new system begins with self-assessment and team goal-setting, and it includes more frequent unannounced observations, with feedback provided to the educator. It will also include multiple measures of student performance and, eventually, student feedback about teachers and teacher feedback about administrators. Teacher and administrator performance will be rated as Exemplary, Proficient, Needs Improvement or Unsatisfactory.

- Districts with Level 4 underperforming schools and districts that volunteered to be early adopters began implementing the new regulations in 2011–2012.
- Districts participating in Race to the Top must implement them in 2012–2013.
- All other districts must implement them in 2013–2014.

More details are available in the Educator Evaluation Toolkit on the MTA website at: www.massteacher.org/evaluation.

Under both the old and new systems, new teachers must be evaluated every year and are on “Developing Educator Plans” that must include mentoring and induction in the first year. New teachers must have both announced and unannounced observations. Any conclusion by your evaluator that you are not meeting required performance standards must be supported by evidence from observations and educator work products. Feedback from supervisors should provide the teacher with actionable steps to improve practice.

In order for a teacher to attain Professional Teacher Status, the educator must be rated Proficient on all four professional practice standards: Curriculum, Planning and Assessment; Teaching All Students; Family and Community Engagement; and Professional Culture.

CHANGING RULES OF EDUCATION REFORM

Rules governing teacher training, licensure, evaluation, dismissal and collective bargaining rights are frequently reviewed and debated and modified at the federal, state or district level. Guidance provided in this booklet is always subject to change, so it is important to stay informed and voice your opinion about the changes whenever possible.

PARLIAMENTARY GUIDE

PARLIAMENTARY MOTIONS GUIDE

Based on *Robert's Rules of Order Newly Revised (10th Edition)*

Incidental Motions — no order of precedence. Arise incidentally and decided immediately.

YOU WANT TO:	YOU SAY:	INTERRUPT?	2ND?	DEBATE?	AMEND?	VOTE?
Enforce rules	Point of order	Yes	No	No	No	None
Submit matter to assembly	I appeal from the decision of the chair	Yes	Yes	Varies	No	Majority
Suspend rules	I move to suspend the rules which ...	No	Yes	No	No	2/3
Avoid main motion altogether	I object to the consideration of the question	Yes	No	No	No	2/3
Divide motion	I move to divide the question	No	Yes	No	Yes	Majority
Demand rising vote	I call for a division	Yes	No	No	No	None
Parliamentary law question	Parliamentary inquiry	Yes	No	No	No	None
Request for information	Point of information	Yes	No	No	No	None

Motions That Bring a Question Again Before the Assembly — no order of precedence. Introduce only when nothing else pending.

Take matter from table	I move to take from the table ...	No	Yes	No	No	Majority
Cancel previous action	I move to rescind ...	No	Yes	Yes	Yes	2/3 maj. w/notice
Reconsider motion	I move to reconsider the vote ...	No	Yes	Varies	No	Majority

PARLIAMENTARY MOTIONS GUIDE

Based on *Robert's Rules of Order Newly Revised (10th Edition)*

The motions below are listed in order of precedence.
Any motion can be introduced if it is higher on the chart than the pending motion.

YOU WANT TO:	YOU SAY:	INTERRUPT?	2ND?	DEBATE?	AMEND?	VOTE?
Close meeting	I move to adjourn	No	Yes	No	No	Majority
Take break	I move to recess for ...	No	Yes	No	Yes	Majority
Register complaint	I rise to a question of privilege	Yes	No	No	No	None
Make follow agenda	I call for the orders of the day	Yes	No	No	No	None
Lay aside temporarily	I move to lay the question on the table	No	Yes	No	No	Majority
Close debate	I move the previous question	No	Yes	No	No	2/3
Limit or extend debate	I move that debate be limited to ...	No	Yes	No	Yes	2/3
Postpone to a certain time	I move to postpone the motion to ...	No	Yes	Yes	Yes	Majority
Refer to committee	I move to refer the motion to ...	No	Yes	Yes	Yes	Majority
Modify wording of motion	I move to amend the motion by ...	No	Yes	Yes	Yes	Majority
Kill main motion	I move that the motion be postponed indefinitely	No	Yes	Yes	No	Majority
Bring business before assembly (a main motion)	I move that [or "to"] ...	No	Yes	Yes	Yes	Majority



MASSACHUSETTS TEACHERS ASSOCIATION
www.massteacher.org



NATIONAL EDUCATION ASSOCIATION
www.nea.org

