Implementation Date
The Administration has agreed to acknowledge all promotions from the previous contract until the end of Fall 2014. All calculations for the purpose of conversion were made during the Spring 2015 semester based upon employment histories through Fall 2014.

In addition to this, the FSU requested that adjustments be made for any faculty whose employment status changed at the beginning of Spring 2015 which would have impacted their title per the 12-14 contract (i.e. an NTT newly appointed to 75% time or an NTT at the start of their 4th consecutive semester at half-time would have been a Lecturer I as of the start of Spring 15 and therefore should be converted using the Lecturer I title) – we expect a response to this request by our next scheduled meeting.

Just Cause Rights
The Administration has acknowledged that the Agreement provides just cause rights to all unit members who acquired those rights under the previous Agreement up to and including the beginning of Spring 2015 semester.

Typical Workload
The FSU and administration reviewed all full-time equivalent (FTE) workload assignments to faculty who moved to continuous appointments.

1. Those faculty whose percentage of workload has varied over the past three semesters and were given a minimal FTE assignment will receive an email from the FSU to assure that the FTE assignment is consistent with members’ understandings of their average workload.

2. Those faculty whose FTE over the previous three semesters is higher than the FTE assignment made in this conversion have either had their current FTE adjusted to reflect the higher average or are being contested by the FSU. There are very few in this category at this point.

Calendar versus FTE Year for Promotions
The FSU has asserted all prior service under previous agreements must be calculated according to the language in the respective contract. The administration has denied this interpretation and the FSU has a grievance on this issue and expects several more.

Retroactive Benefits/Salary Floors
The FSU asserts that all unit members who are half-time or more must be given creditable time for purposes of retirement as of July 1, 2014. We await a response from the Administration. In addition, salary floors under the new Agreement ought to have been in effect as of July 1, 2014 – the Administration is checking to assure this occurred.

Reappointment Schedule
The Administration has been put on notice that the newly negotiated reappointment schedule must be implemented. We expect to discuss this at our next meeting.

10/30/15
NTT Promotion Criteria and Process

While some departments have notified NTT faculty that any request for a promotion review had to be submitted during a date certain in October, the FSU has clarified with the administration that unit members are eligible for consideration for promotion provided notice is given by the end of this Fall Semester. Promotions to Senior Lecturer or Senior Lecturer II will be reviewed during this coming Spring semester. If you believe you have the requisite time in service (6 Full Time Equivalent - FTE- years with the exception below for Lecturers who were converted to Senior Lecturer under the new contract) and satisfy the promotional criteria (meritorious performance and promise of continuing professional development and achievement), then you should submit your request for the review by no later than the end of this Fall semester.

Lecturer II’s Converted to Senior Lecturer and Eligibility for Promotion to Senior Lecturer II
Those NTT who were Lecturer II’s who were converted to Senior Lecturer under the new contract will be eligible for promotion to Senior Lecturer II after 10 years of service from hire date regardless of current or past FTE and regardless of length of time as a Senior Lecturer.

Calendar versus FTE Year Calculation

The FSU has asserted to the administration that under this new contract you still carry your creditable time accumulated under the previous collective bargaining agreement. Therefore, any service you performed prior to July 1, 2014 would be calculated as Calendar Year, rather than FTE. Calendar year is calculated by adding one year of service for any prior year (before July 1, 2014) that you taught/worked during a fall or spring semester - regardless of the amount of work you performed during that academic year. Post July 1, 2014 all of your creditable time would be calculated on an FTE basis and must be added up to meet the requisite 6 FTE year of service for consideration of a promotion. At this time we are still working with the Administration to assure there is agreement regarding pre July 1, 2014 calculation of creditable service - until there is a definitive decision regarding pre July 1, 2014 calculation we are encouraging members to apply this definition.

Under the new Agreement you will NOT be notified by the administration that you are eligible for promotion. Therefore, you should be sure to check your creditable service and if you think you are eligible notify your department chair before the end of this semester of your intent to submit your portfolio by the first day of the Spring semester for consideration.

If you have any questions please contact the FSU

From the FSU

Actual Language:
21.10.5 Eligibility for promotion: All Lecturers with at least six years of full-time-equivalent service as a Lecturer, Lecturer II, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Instructors, or in a position on the Amherst or Boston campuses, excluding student employment, with duties and responsibilities substantially the same as Lecturer, will be eligible for consideration for promotion to the rank of Senior Lecturer.
Senior Lecturers with at least six years of full-time-equivalent service as a Senior Lecturer or in a position on the Amherst or Boston campuses, excluding student employment, with duties and responsibilities substantially the same as Senior Lecturers, will be eligible for consideration for promotion to the rank of Senior Lecturer 2.

As specified in 21.10.3.3, an Associate Lecturer shall not be eligible for the title of Senior Lecturer without at least three years of full-time equivalent service in the rank of Lecturer.

21.10.6 Promotion Standards and Criteria: In addition to having accrued the necessary service credit, a candidate for promotion to Senior Lecturer or Senior Lecturer 2 must demonstrate evidence of:
* Meritorious performance in the area(s) of the candidate's responsibility
* Promise of continuing professional development and achievement

21.10.7 Review Process: Candidates for promotion to the rank of Senior Lecturer or Senior Lecturer 2 shall follow this review process:
1. Candidates who believe they are eligible to apply for promotion consult with the department chair/head to confirm eligibility.
2. The candidate assembles a portfolio of accomplishments in his/her area(s) of responsibility, including a personal statement, a current curriculum vitae, and all other materials that he or she believes will be essential to an adequate consideration of the case and submits the portfolio to his/her department head/chair.
3. If the candidate wishes to include in the portfolio letters of evaluation from scholars or professionals in other University departments or from outside the University, he/she supplies a list of such evaluators to the department head/chair with the portfolio. The head/chair solicits evaluations from the individuals suggested by the candidate and may solicit evaluations from other relevant scholars and professionals.
4. The department head/chair adds to the file all available evaluations of teaching effectiveness.
5. The department personnel committee reviews the portfolio and forwards its vote and recommendation to the department head/chair, simultaneously sending a copy to the candidate.
6. The department head/chair reviews the portfolio and forwards his/her recommendation to the relevant college review committee (as described in paragraph 7 below), simultaneously sending a copy to the candidate.
7. College review committees shall be constituted as follows: In Amherst, from three to five lecturers, elected by the lecturers in the respective schools and colleges; in Boston, the relevant standing College Personnel Committee, expanded by one or two senior lecturers, selected in accordance with the normal process for populating the CPC. These committees review the portfolio and forward their votes and recommendations to the dean, simultaneously sending a copy to the candidate.
8. The dean reviews the portfolio and forwards his/her recommendation to the provost, simultaneously sending a copy to the candidate.
9. The provost reviews the portfolio and informs the candidate and all previous levels of review of his/her decision.

21.10.8 Timing: The candidate may submit his/her portfolio no later than the first day of the spring semester of the academic year in which he or she will accrue the equivalent of six years of full-time service in his/her current rank. The review process will be conducted during the spring semester of that academic year. The candidate will be notified of the provost's decision no later than August 15 of the summer after the academic year in which the review takes place.
21.10.9 Effective Date of Promotion: The promotion of a successful candidate will take effect on September 1 of the academic year following the provost's decision.

10/22/15

We have been engaged with the administration on several fronts in both asserting our position and in clarifying the Agreement.

1. Grievance: We have a grievance that addresses the issue of a unit member promotion eligibility in which we assert pre July 1, 2014 creditable service is based on a calendar year calculation. We are waiting for the Step II decision in this case.

2. We have been meeting with Emily McDermott and have now finally received a comprehensive list of all unit members and their respective standing under the new language inclusive of rank, continuous employment status and percentage of employment. We have reviewed the information and have identified every situation that we believe is contrary to the Agreement. We plan to discuss this in detail with the Administration and, if not resolved in short order, file grievances over the remaining issues.

3. Mark Preble, now in the President's office and Step II hearing officer, has requested a four hour meeting with UMB Administration and FSU/MTA to review the above mentioned information and attempt to resolve all remaining issues of concern. We have proposed dates over the next two weeks and are optimistic this meeting will assist in resolving at least some of the issues.

4. The collective bargaining language as finalized by the MSP/FSU/MTA has been reviewed by the Administration and we have been assured it will be forwarded to us by the end of this week. This is important given some issues may be resolved as a result of the final language agreed upon by the parties.

If there are any other actions you believe would be helpful in this process as we pursue the grievance process and simultaneously attempt resolution with the administration we would be glad to hear it.

In addition, we will be sending information on NTT promotional timelines to members sometime next week.

From the FSU

9/15/15

The FSU has met with the Administration numerous times over the summer to discuss the ongoing contract implementation process. We are in discussion with the Administration on determining current members’ appointment and reappointment history which will impact the notification period for reappointments (see Article 21.9.1 for more information). Admin had indicated that they intend to present us with a final document detailing how all bargaining unit NTT are to be converted to the new language (primarily: rank, whether or not one is granted a continuing appointment, and if so, at what percentage of time). This will be an updated version of the document they presented to us in June. Once we receive and analyze this document we will be in a position to determine if there are any major disagreements over conversion issues. We will send information to members at that point in regards to the process for contesting any incorrect conversions.
To all Non-Tenure Track Faculty Members:

Please see the following email sent from the FSU to Emily McDermott of the Provosts Office in regards to recent letters sent to NTT concerning the conversion to the new contract language. You will note that the email below also contains advice from the FSU to NTT members on how to respond to the letters you have received. In addition, please note the last paragraph- once we have received the comprehensive data from Admin on all NTT conversions we will analyze the information and contact members with further advice and information.

From the FSU

From: Faculty Staff Union
Sent: Monday, July 20, 2015 9:17 AM
To: Emily McDermott
Cc: Mickey Gallagher (mgallagher@massteacher.org)
Subject: Classifications

Emily,
I am writing to assure there is clarity on a number of issues regarding the recent communication from your office to FSU NTT faculty members regarding the conversion to continuing appointments. Pursuant to our recent communication exchange, it is understood that unit member signatures on the appointment letters is only an indication of their agreement to provide the service described therein. Contrary to the language within the appointment letters, unit members are not indicating concurrence with the terms as described. Signing the appointment letter does not waive either the individual’s nor the FSU’s right to contest/grieve the terms as described. Additionally, the failure of a faculty member to execute the appointment letter cannot, in itself, be an indication of the individual faculty member’s intent to fulfill the employment relationship. These letters have been distributed during a period of non responsibility and, therefore, there is no assurance of receipt by the faculty member. The FSU has already been notified of faculty who are out of the country during this time and unable to receive the letter.
By copy of this email unit members are being notified of the typographical error in which percent of full time equivalency is written in both a decimal and percentage form. Thus 1.0% is intended to mean 100% FTE.
We are advising unit members, upon receipt of the appointment letter, to sign to indicate their willingness to provide the service described therein, scan the executed letter and return to the office indicated. Again, we advise this course of action with the understanding that their signature only indicates their willingness to provide the service listed but does not indicate such assignment is consistent with the terms of the current collective bargaining agreement.
Once the FSU has been provided with the updated data we will be able to ascertain whether or not the conversion is consistent with the collective bargaining agreement and will, within the timeframe permitted, grieve any non compliance.
Thank you,
Mickey
Michelle Gallagher, Esq.
Consultant for Higher Education
Division of Higher Education
Massachusetts Teachers Association
Boston, MA

6/2/2015

To all Non-Tenure Track Faculty Members:

The Administration has recently provided chairs and deans with their plans for conversion to the new 14-17 contract language. The FSU reviewed the documents and has met with Admin and presented them with a list of questions and concerns. We also sent an email notice to NTT members detailing Admin’s plans and FSU’s response (you can see that information here). The following is an update on the most recent developments regarding conversion to the new contract language. For more information on the new NTT contract language, please go to the FSU website:

The Administration has notified all current NTT of their new lecturer titles, new salaries (retroactive to 7/1/14, the effective start date of the new contract), and whether or not the individual NTT faculty member is on a continuing appointment (see #1 below for info on who is eligible for a continuing appointment; the salary floors for the new ranks can be seen on page 2 of the Memorandum of Agreement; members who are below the new floors once they are converted to the new titles will be retroactively raised to the new floor; if you have not been notified you should contact your department chair).

Chairs will notify those members eligible for continuing appointments on what their percentage of time said appointment will be. Questions on an individual member’s continuing appointment and/or Fall 15 course assignments should first be directed toward department chairs before being directed to the FSU.

The following are key elements of the conversion process and of the new NTT contract language that the FSU would like to remind you of:

1) All post-probationary Lecturer I’s, Lecturer II’s, or Senior Lecturers who are half-time or greater should be given continuing appointments at a percentage of time equal to their typical workload (see Article 21.10.4; note that ‘typical workload’ includes CAPS and Navitas courses). ‘Typical workload’ is not defined specifically in terms of X numbers of semesters at X percentage of time. Rather, it is defined in such a way as to ensure that the department must explain what makes a continuing appointment at a particular percentage of time typical or not typical. This allows a member to contest a continuing appointment given at a percentage of time that is deemed to be less than their typical workload without having to use a specific work history formula.

2) All post-probationary Lecturer I’s, Lecturer II’s, or Senior Lecturers will maintain just cause rights (see Article 21.9.3 and 21.9.4; note that a post-probationary Lecturer I is an NTT with 3 calendar years of service from hire date; Lecturer II’s and Senior Lecturers are post-probationary by definition as both have accumulated more than 3 calendar years of service).

3) All per-course lecturers (i.e. those who are both half-time or less and non-benefited) will be converted to the Associate Lecturer title (see Article 21.10.3). Current post-probationary, per-course lecturers (i.e. those with 3 years of service from hire date) who become Associate Lecturers will also retain their just cause rights and will be given preference for course assignments in line with the new provisions for less than half-time Lecturers (see Article 21.8).
4) The new contract language stipulates that any additional work that arises in a department once the work is assigned to tenure track faculty and NTT with continuing appointments must be offered to qualified NTT bargaining unit members in order of seniority before it can be offered to anyone outside of the bargaining unit (i.e. before it can be offered to any new NTT hire).

5) All current half-time lecturers, including those who will be converted to the title Associate Lecturer, were eligible for benefits as of July 1, 2014 (see Article 21.4). The details of how this will be retroactively implemented will be worked out with the Administration.

6) All NTT will be converted to the new NTT titles outlined in Article 21.10.4 as of July 1, 2014 according to the title held on that date. Any unit member who was eligible for promotion under the previous contract language since July 1, 2014 will receive that promotion as of the effective date. Once the conversion is complete, NTT members will be subject to the new Article 21 language in regards to future promotions with the exception of current Lecturer II’s. The latter will be converted to Senior Lecturer and then will be eligible to apply for Senior Lecturer II after 10 years of calendar year service from their hire date.

7) The new language regarding reappointments, notification timelines for non-reappointments, just cause rights, terminations, and layoffs is effective as of July 1, 2014 (see Article 21.8 and 21.9 for details). Key elements of these provisions include: requirement of a year notice for layoffs or reduction in work for those NTT with continuing appointments, clearly defined notification of appointment/non-reappointment timelines for those NTT 50% or greater in their first 3 years of employment (see the chart in Article 21.9.1, paragraph 2), termination of members with continuing appointments only for just cause, and, for those NTT who are less than half-time and who have 6 academic years of service, priority for reappointment over non-bargaining unit members with a requirement that such members be provided with a written explanation if they are not reappointed (post-probationary per-course lecturers who are converted to Associate Lecturer will not be required to meet the 6 academic years of service just mentioned; see Article 21.8, 2nd paragraph for more information). Members who are reappointed, terminated, or experience a reduction in their percentage of time for Fall 15 in a manner that is NOT in accordance with the provisions above should contact the FSU.

Please wait to receive your appointment status and percentage of time under the new contract before bringing issues or questions to the FSU regarding your individual status under the conversion process. However, if you have any general questions on the new contract and the conversion language please contact the FSU office or go to the FSU website for more information.

From the FSU

5/5/15

All Non Tenure Track Faculty (NTT) Unit Alert:

The Boston Administration now plans to fully implement the new Non-Tenure Track faculty collective bargaining language. The FSU/MTA met with the central administration to discuss several areas of concern we have inclusive of just cause rights and workload conversions to continuing appointments. While we remain optimistic that any areas of dispute will be clarified and implemented correctly according to our understanding of the new language, it is important that each of you understand your rights under the new Agreement and, should there be any question as to whether or not the Agreement is being implementing correctly in your specific case, please be sure to contact the FSU office or one of
the FSU Grievance Officers to let us know (we’ve attached the new language for Article 21- NTT and the Memorandum of Agreement between Admin and the FSU/MSP/MTA concerning all elements of the new agreement). The issues we are already aware of and expect to resolve in the next week or so are:

1. **Just Cause** – The agreement between the parties that ALL UNIT MEMBERS WHO PREVIOUSLY HELD JUST CAUSE RIGHTS WILL MAINTAIN THOSE RIGHTS. If you previously held just cause rights under the prior Agreement then you still hold those rights going forward.

2. **Continuous Employment** – Once a unit member crosses the just cause threshold they move to continuous employment which means they no longer have individual contracts and continue being employed at their TYPICAL full-time equivalent, or FTE (this said, there are a very defined group of unit members who have been excluded from this benefit which is Associate Lecturers who are on 50% FTE. This is a defined group and it should be understood to be a rare deviation). Just as most others positions a person is hired into, faculty will be hired at 50%, 75%, 100% or some variation … but clearly into a position with a defined % of FTE. Should there be a need to reduce that faculty member’s FTE there is contract language that requires one year prior notice and layoff rights.

3. **Typical Workload** - The Boston administration is in the midst of calculating TYPICAL workload and we have put them on notice that their plan for implementation does not reflect the Agreement between the parties. In short, the administration was contemplating putting anyone who is 50% FTE or greater onto a 50% FTE continuous appointment and fluctuating their future assignment with any additional work beyond the 50% FTE. This is exactly how the previous Agreement language was correctly implemented. Under the new terms of Agreement faculty eligible for continuing appointments will enjoy more stability of assignment by being placed in a position that reflects their TYPICAL historical workload. As mentioned above, any reduction of the % of FTE requires one year notice. The FSU/MTA fully expect to have this clarified with the administration prior to any notice going out from central administration regarding FTE assignment within a continuous employment position.

The administration is sending out notices to all NTT faculty with your new title under the new Agreement. You will be receiving another notice in several weeks that will inform you whether or not you are on continuous employment or under individual contract and your specific percentage of employment. As mentioned above, we are optimistic that any issues regarding implementation will be worked out prior to you receiving the second notice with your percentage of employment. If that is not the case we will obviously notify you immediately.

From the FSU

12/23/14

Dear NTT Faculty Member,

On Tuesday Dec. 16th, 10 members of the FSU/MSP joint bargaining team, FSU Staff member Lorenzo Nencioli, MSP Staff member Lori Reardon, and our MTA Consultant Mickey Gallagher met with three members of management’s bargaining team to discuss the current status of the contract and the conversion of FSU NTT members to the rankings and promotional structure in the recently ratified contract.

1) Current Status of the Contract:
A) As of the meeting, the legislature had not approved any additional funding for bargaining contracts. They were waiting for outstanding contracts from the other unions, including the CSU and PSU, to deliver as a bundle to House Ways and Means Committee. Management did not have a clear sense of what the delay means in terms of the contract. The President’s Office has only said it is working on getting the legislature to approve a supplementary budget. The union requested that administration convey to the governors’ office that there is very little time and to please stop holding our contract up. If you have not already done so, contact your legislators HERE to have them approve the contract. This is the first step in this process. Funding will be next. Please stay tuned for updates from the union.

B) The Union is requesting a definitive answer concerning what elements of the contract will not be implemented if the legislature does not approve additional funding. Management indicated that regardless of the legislative outcome, non-financial terms will be honored. Management indicated that the campuses continue moving ahead with the merit process so that when the money comes merit can be distributed immediately. Please stay tuned for updates from the union.

2) Conversion Process:

A) The union sought confirmation that lecturers with just cause protection will be automatically given continuing appointments if they are half time or greater. Individuals who already have just cause on UMB will not lose it and it would be administratively much easier to extend continuing contracts to those faculty with just cause who are half time or greater. John Bryan, heading management’s team, was “positively disposed to this” but needed to check with UMB administrators before confirmation.

B) Since the 2014-2017 agreement has not been implemented yet, the Union sought clarification on Lecturers who have been promoted under the terms of the 2012-2014 agreement since July 2014. Administration indicated that NTT promoted under the old agreement during the delay in implementation of the new agreement will be converted to the new rank corresponding to the promotion under the old agreement, retroactive to the date at which that promotion occurred. This includes members who amassed enough time at the end of the Fall 14 semester to be promoted to a new rank or to post-probationary status as of the start of the Spring 15 semester. Thus, for example, a Lecturer I who is promoted to Lecturer II in December of 2014 will be converted to the new Lecturer rank, retroactive to July 2014 then promoted to Senior Lecturer rank retroactive to December 2014.

C) The Union sought to have management agree to the following language “Any unit member who will be financially harmed as a result of conversion from calendar year to FTE equivalency for promotion shall be held harmless upon that unit member providing such evidence.” Management would not agree to this because they believe the request to be a reopening of contract negotiations (rebargaining).

D) The Union’s position regarding time in service for calculations of eligibility for just cause, continuing contracts, promotions, order of layoff, etc. is that since previous contracts stipulated length of service in calendar years (rather than FTE years), service undertaken during those contracts should be credited to unit members in calendar years (i.e. equivalent to the same number of years at 100% FTE). Service in years covered by the current contract (2014-2017) shall be assessed in FTE years.

As always, if you have any questions or concerns, please do not hesitate to contact the FSU.

Sincerely,
Dear Bargaining Unit Member:

The membership has ratified the 2014-17 contract by a vote of 323 to 42.

This has been a tough bargaining session because of all the take-backs that were proposed that we neutralized.

It was also tough because we recognize that some Lecturer I’s who are half time and hired between 2008 and 2011 may be financially disadvantaged from having to wait longer for their promotions. We understand this may be a real setback for some members, and unfortunately, we were not able to negotiate different last-minute terms to fix this. Despite this, there are many elements of the new contract that are positive gains for NTTs: continuing appointments with significant advanced notice requirements for non-reappointment or reduction in time, increased job protections for Senior Lecturers, immediate benefits eligibility for all half-time and above NTT (no more waiting 5 semesters for half-time per-course lecturers), and a higher Lecturer floor. We will most likely reach out to non-tenure track faculty to explain the new contract and how it may affect you and to hear your concerns about any changes.

The legislature will hopefully have a supplemental budget passed before the end of the year. We will update you on this and let you know when you can help support this budget.

Other unions on campus have not settled yet, however, and we still need to support them. They are still being given take-backs that reduce their benefits and working conditions. We have agreed not to lobby for funding of any contracts until all of us have decent contracts. We will let you know how you can continue to support their efforts.

I want to thank my fellow members of the bargaining team for their extremely hard work over the last three semesters: Amy Todd, Jon Millman, Christopher Fung, Tina Mullins, Rachel Rubin, and our colleagues in the Mass Society of Professors. I would also like to thank the FSU and MTA staff- Lorenzo Nencioli and Mickey Gallagher. We, the Executive Committee, grievance officers, and all FSU members will try to implement this contract to minimize any problems and protect your rights.

Marlene Kim,
FSU President
BARGAINING IS DONE!!!

If ratified, the contract for 2014-17 will contain:

- Salary increases of 2.1% cost of living per year for 3 years with an additional 1.4% merit pool each year. Raises are split between July (1.75% across the board) and January (0.35% across the board and 1.4% merit)
- Higher salary floors
- Higher promotional increases
- Increased research funds of $150,000 during AY 2014-15, $175,000 in AY 2015-16 and $200,000 in AY 2016-17 (currently it is $150,000/year).
- A salary anomaly pool of $60,000/year instead of the current pool of $30,000/year.
- Keeping the additional travel funds of $1000/year in addition to any Dean’s funds for tenure-track faculty.

**NTTs:** A substantially different NTT contract that is more like UMass Amherst’s. Priority lists will be eliminated and instead there will be continuous employment for half-time or greater lecturers with 3 full-time equivalent years. Part-time NTTs in each department will be given preference for course assignments. New ranks of Associate Lecturer and Senior Lecturer II, and benefits for all half-time or greater lecturers. Just cause rights will be maintained for current post-probationary NTTs during this conversion (click [here](#) for a summary of this and [here](#) for the full language for NTTs in the contract).

At least $50,000 of the research funds must be reserved for NTTs (this is to replace the current scholarship fund)

**Librarians:** Just cause protections, sabbaticals, and continuing appointments. For more on librarians, click [here](#).

**What about the take-backs?** All issues that potentially have take-backs (sick leave caps, vacation caps, having a physician certify one is fit to perform one’s duties) will be delegated to Labor-Management committees that **must mutually agree to change the current system or they will not be implemented. This means that unless the union agrees to change any of these, they will not occur.**

For a fuller summary of our contract, click [here](#). Click [here](#) to see the Memorandum Of Agreement between the MSP/FSU bargaining team and Admin as well as final language for a few articles that have already been agreed to.

***We will send you information on voting soon***

Informational meetings on the contract will be:

**Thursday, November 6, 12:00-2:00 pm. Wheatley-5-41. Lunch will be provided.**
**Friday, November 7, 12:30 until 2:30 pm. Presentation room P2. Healey Library, lower level-019. Lunch will be provided.**
Please review the attached documents/links carefully and bring your questions.

Any questions can also be directed to fsu@umb.edu if you cannot attend one of these meetings.

Marlene Kim
FSU President
9/9/14

• We have a tentative agreement now for raises of 3.5% per year over three years (split between a 2.1% cost of living and 1.4% merit).

• Give-Backs for FSU members: One main stickler in bargaining has been the administration’s insistence that sick days be capped at 120 days. This is coming from the President’s Office. Some faculty have used more than this, so we are reluctant to agree to this. If you know any members who have taken more than a year of leave for medical reasons, let us know.

• We are still engaged in negotiating new language for non-tenure track faculty. This has proved to be a sticking point between the administration and our union but we are hopeful we can settle our differences and come to an agreement.

We will have a more detailed update and meeting to brief you on the details of bargaining soon. Stay tuned for further information.

8/5/14

The Faculty Staff Union/Massachusetts Society of Professors (Boston and Amherst campus representatives) have been bargaining since March, meeting with the administration 15 times in six hour sessions, most recently on Monday, July 28. We have made some progress but are still without a settlement agreement.

We have signed off on several tentative agreements, including:

• Sabbatical leave language for librarians.
• Clarifying annual evaluations so that only assigned duties are evaluated.
• Language to clarify that only assigned duties are to be evaluated during the merit process.

We are still working on many other items, including:

• The percentage split between across-the-board and merit pay increases.
• Language the administration wants regarding graduate student teaching of credit bearing courses, which could affect non-tenure track faculty.
• Language the administration wants regarding limiting new employees to accruing 120 days of sick leave (there is no limit currently).
• Monies for economic issues other than raises (research funds, salary anomaly adjustment pool, etc.).
• A comprehensive proposal for NTTs that would provide higher salary floors, better employment security, and guarantees that bargaining unit faculty have first priority over new courses and sections. In
return the administration wants to significantly lengthen the time for new NTT to achieve just cause. Negotiations are ongoing.

- A comprehensive proposal on distance learning.
- Language regarding CAPS teaching.

We are receiving mixed messages at the bargaining table regarding the administration's position on negotiated salary increases being retroactive to July 2014 when the current agreement expired. In June/early July, the administration informed us that negotiated salary increases would be retroactive to the first pay period in July 2014 provided the parties secured an agreement sometime before late September - mid October. During our last bargaining session on July 28, the administration denied ever making such a statement and asserted that the parties could receive retroactive pay if it finalized a tentative agreement by the end of that day or the next at the latest.

At the same time, the administration informed us that they still did not have an updated written proposal to present to us regarding a system-wide tuition and fee benefit proposal, nor could they answer detailed questions regarding that proposal. Nor have we received a written proposal detailing changes in sick leave limitations. The reality is the parties cannot finalize an agreement until all of the details of each proposal is placed on the table with ample time to negotiate. The MSP/FSU is currently considering filing a charge to the Massachusetts Division of Labor Relations over this bad faith bargaining tactic in order to assure unit members are not financially harmed as a result.

The MSP/FSU bargaining team has been fully engaged throughout this process and have all sacrificed considerable time and energy during this period of non-responsibility. The Team remains dedicated to reaching a settlement agreement as expeditiously as possible and will continue to put pressure upon the administration to do the same.

If you have any questions or comments, please contact the FSU at FSU@umb.edu.

On behalf of the FSU/MSP bargaining team:

For the FSU (UMB)
Marlene Kim, President (Economics)
Amy Todd, Vice President (Anthropology)
Chris Fung (Anthropology)
Jonathan Millman (Economics)
Tina Mullins (Librarian)
Rachel Rubin (American Studies)
Lorenzo Nencioli (FSU staff)

For the MSP (UMA)
Randy Phillis, President (Biology)
Eric Berlin (Music)
Steve Brewer (Biology)
Dave Gross (Biology)
Betsy McEneaney (School of Education)
Asha Nadkarni (English)
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For the MTA
Michelle A. Gallagher, Esq., MTA Consultant for FSU and MSP

6/9/14

Dear Colleagues,

The MSP-FSU bargaining team has met with the Administration 5 times since April 8th and has discussed a number of proposals and counter proposals including the following:
1) Academic Freedom (Article 8)- the Administration has proposed slight alterations to the language, including adding a clause on a statement of professional ethics. We remain committed to ensuring that the principle of academic freedom is maintained both in and out of the traditional class room space.

2) Annual evaluation of faculty (Article 33)- the Administration has proposed changing the language to reflect its relevance to both NTT and TT faculty. We agreed that Article 33 should apply to all faculty but seek to ensure that any changes to the content of the AFR’s must first be negotiated with the union. We also seek to ensure that members can seek redress of grievance should procedural violations occur in the AFR process.

3) Senior Professor rank and a work-life proposal (see bargaining principles)- the Administration expressed interest in creating a Senior Professor rank but expressed concern that criteria for promotion might rely too heavily on service rather than research. The Administration asked that work-life proposals be discussed after financial parameters are given (see below).

4) Distance learning (see bargaining principles)- We engaged in a discussion with the Administration on our distance learning proposal but agreed to follow up later. The Administration expressed concerns about making distance learning voluntary, setting class size limits, and about intellectual property rights in situations in which multiple faculty members serve as course developers.

5) CAPS- We presented the Administration with an initial set of principles that would apply to both UMA and UMB CAPS/Continuing Ed faculty (these principles are a modified version of the current language on University College/CAPS in the contract- among other things, we are seeking to simplify the language so that priority will be based on hire date and not number of courses taught; we are also proposing that compensation be equivalent to ‘day unit’ rates). Discussions are set to continue at the next bargaining session.

6) Sabbatical leave- We have proposed changes to the policy that would fix some current problems, like the sabbatical credit banking system such that unused credits would not expire. We have also proposed that the first sabbatical does not have to be taken in the semester immediately following the award of tenure. We believe we are near agreement on this proposal (more details to follow).

We remain engaged with the Administration on all these proposals and expect them to be discussed over the next few weeks (we have scheduled a number of intense bargaining sessions for the end of June/first week of July). In addition, we are in the process of formulating proposals on non-tenure track faculty language (Article 21), inclusive of workload concerns, as well as PMYR. The Administration has yet to provide our team with proposed economic parameters so at this point we cannot say what the raise package will look like nor what funds might be allocated to Research and Educational Support Funds, salary anomaly adjustments, etc. No timeline has been given for when this information will be presented but we will seek to reach agreement during the period of intense bargaining at the end of the month.

We welcome your feedback on any of these issues.

From the MSP-FSU bargaining team

Randy Phillis, MSP
Catherine Lynde, FSU
Dave Gross, MSP
MSP/FSU Bargaining Update

The MSP/FSU bargaining team has been hard at work since early fall developing a comprehensive set of bargaining principles and corresponding proposals to present at the bargaining table. The principles serve as the team’s guideposts as we move through the negotiation process. While we don’t expect to get exactly what we initially propose at the bargaining table, we are committed to ensuring the final agreement advances our collective goals by moving us closer to our guiding principles.

We understand the information attached is rather extensive. That said, we send it to you to assure you are aware of what we are seeking in this round of bargaining. The proposals are not static and will change as we continue to work on the document and as we move through the negotiation process (two notes: HELC issues are issues that affect other UMB and/or higher ed locals; also, non-tenure track proposals have yet to be formulated; they are currently being worked on). Therefore, please feel free to provide us with any feedback you deem appropriate. We are always grateful for your input.

The MSP/FSU and administration bargaining teams have conducted two bargaining sessions to date and are scheduled for another three more sessions over the next month. In this early stage of bargaining we have begun reviewing the overall principles and discussing some specific proposals. As we become more deeply engaged in specific proposals we will update you. The team will also be setting up in person membership meeting in the near future so we can update you on the process we are making and provide you with an opportunity to ask any questions you may have.

MSP/FSU Bargaining Team

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