

Faculty Staff Union/MTA - All Unit Meeting  
Non Tenure Track Faculty Non Reappointments/UMB Budget Crisis  
University of Massachusetts – Boston Campus  
June 1, 2016

CONTRACTUAL ISSUES

The following is a breakdown of the status and collectively bargaining rights of the affected 398 faculty along with the current action being taken by the FSU:

Contractual Requirement

The collective bargaining agreement provides that any non tenure faculty member hired after Spring 2012 on a semester by semester individual contract can be provided with notice of non reappointment prior to the end of the period of non responsibility for the Spring 2016 semester (commencement).

Notice Requirement

Notice of non reappointment is required on the following time frame:

- Semester by semester individual contracts – by end of semester (FSU has requested verification of semester by semester contract)
- All NTT faculty not on semester by semester individual contracts are due notice as required by the 'Redbook' and collective bargaining language included in the 2012-14 Agreement Article 21(B).<sup>10</sup> and Article 21.9.1(2) of the current Agreement and minimum notice is by no later than March 1, 2016. Insufficient notice requires an additional terminal year.

Layoff versus Non Reappointment

NTT Faculty with the title of Lecturer who have crossed the continuous employment threshold or who hold just cause rights are not subject to non reappointment notice and must be afforded layoff rights established in the Agreement. Layoff rights include advance notice of one year prior notice to effectuation a layoff.

- *Lecturers on a Continuous Appointment* - Faculty who have a combination of 3 FTE years of employment as of Spring 2016 - hold continuous appointment status. Combination of 3 FTE years includes calculation under previous Agreement (employment in any fall/spring = 1 year of service up to July 2014 plus any time employed on an FTE basis from July 2014 through Spring 2016).<sup>2</sup>
- *Lecturers 'Grandfathered' Just Cause Rights* – All Lecturers that previously held post probationary status under the 2012-2014 Agreement were grandfathered with just cause rights

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<sup>1</sup> The FSU contends this language remains in the current Agreement given the parties never discussed nor agreed to it's removal from the 2012-14 Agreement.

<sup>2</sup> All percentage of time is calculated toward FTE. Administration is only counting 50% FTE and above and restarting clock following any time less than 50%. In addition, the administration is incorrectly counting service under previous agreement by discounting any semester not employed but for which there was an authorized leave (i.e. sick leave or lack of work caused by the employer).

in the 2014-2017 Agreement. This status does not allow for non reappointment notice absent just cause.<sup>3</sup>

### Class Size

The collective bargaining agreement requires the workload of departmental faculty to remain consistent with the average workload within that department. Any alteration of assignment, inclusive of class size, that would increase the average workload for departmental faculty would be a violation of this language. Members are encouraged to contact the FSU with any information regarding any changes to class size or workload in general.

### Breaks In Service

Article 21.11 provides all unit members with continuity of service and seniority accrual during periods of unavailability of work for a minimum of 2 semesters. ***The FSU strongly recommends that you provide your department with written notice of interest in available work for Fall 16 should it be made available (email notice should be sufficient). Without such documentation, you may be deemed to have voluntarily severed your employment relationship with the University if you are not given courses or have taken time off and hence will have your continuity of service ended.***

## ADDITIONAL INFORMATION

### Benefit Status

All notices of non reappointment are effective as of August 31, 2016. Faculty provided with such notice shall be provided with all rights and benefits through that period inclusive of health benefits.

### NTT – Right to Future Work

Under Article 21.8 Associate Lecturers who were post probationary as of Spring 2015 (had 3 academic years of service) and Lecturers less than 50% FTE with 6 academic years of service must be given priority of assignment/hiring over non unit members.

### Unemployment

All faculty provided with notice of non reappointment are strongly encouraged to apply for unemployment benefits. Unemployment benefits extend to individuals who are on partial workload reduction. The MTA will provide assistance to all unit members who apply for unemployment benefits and are initially denied. It is common for denial of unemployment benefits to be reversed upon appeal and the MTA provides legal assistance at the appellate level. Please note, this service is only provided to MTA members. Please visit MassGov at: <https://uionline.detma.org/Claimant/Core/Login.ASPX>

### Implications for College of Advancing and Professional Studies (CAPS)

Faculty employed to teach Summer/Winter classes in the CAPS program are not impacted by the notice of non reappointment provided by UMB. The FSU/MTA have a separate agreement with CAPS

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<sup>3</sup> Article 21.9.2 applies to those grandfathered with just cause. Definition in Amherst 2012-14 of just cause is the same – requiring just cause for non reappointment upon crossing the just cause threshold. This provision does not apply to Lecturers less than 50% FTE - they should consult Article 21.8.

and any notice of non reappointment would need to specifically refer to CAPS. Please reference to the collective bargaining agreement language on the FSU website for the CAPS bargaining unit for further detail.