12/11/15

Many of these grievances will have an impact on other members, including the conversion to the new language for NTTs.

Removal of Tenure
An arbitration hearing for a tenured faculty member who was dismissed in violation of just cause will conclude next week, and we expect a decision in a couple of months.

Improper Denial of Tenure
A tenure track faculty member who was denied tenure recently had a step II hearing. The issue in this case is unequal treatment upon the administration’s failure to apply consistent standards for tenure review.

Calendar Year Time for NTT Promotional Eligibility
We have a grievance that addresses the issue of a unit member’s promotional eligibility in which we assert that pre July 1, 2014 creditable service is based on a calendar year calculation. The Administration denied the grievance at the Step II level. The FSU has filed for arbitration.

NTT Under Salary Floors Grievance, 2012-14 Contract
Many NTTs had incorrect salary floors and titles under the 12-14 contract. The FSU filed a grievance on this issue a number of years ago (this grievance covers incorrect salaries/titles up to and including the Spring 15 semester). This grievance is still pending though we are making progress on a resolution. Members with incorrect titles and/or salaries from the 12-14 contract as of Spring 15 will first have their titles/salaries corrected retroactively if/when the grievance is decided. Any new title from the 2014-17 contract that would have applied during the conversion will be retroactively applied as of Fall 2014.

Associate Lecturers Hired at Half-Time or Greater
The new contract language stipulates that certain temporary NTTs may be hired as Associate Lecturers rather than Lecturers (see Article 21 of the contract for more information). However, the language also stipulates that Associate Lecturers may only be hired at less than half-time. The Administration violated this provision by hiring faculty into Associate Lecturer positions with a workload of half time or greater. A step I hearing for this grievance was just held and we await a decision in this case.

Additional Work for Part-Time NTT
Article 21.3 stipulates that when additional work arises, the administration must offer the work to current, qualified part-time NTT in the department in order of seniority. This clause may not have been followed in the College of Management, so a step I grievance hearing was held. Our proposed remedy for this grievance will extend to all departments and colleges where Article 21.3 was not properly followed.

Credit Bearing Courses Paid as Add Comp Rather than Salary
We filed a grievance on behalf of a part-time NTT who was being paid additional compensation for credit bearing course work. This practice is in violation of a policy that states such pay should be salary, listed as part of the member’s accumulated FTE total, and counted as creditable time for purposes of pension calculation. A step I hearing was just held. Our proposed remedy for this grievance will extend to all unit members who are similarly situated.
Retro Pay Not Given to Former Members
Unit members who were on payroll during 2014-15 but were no longer on payroll as of 9/1/15 due to resignation, termination, or layoff have received the retro pay that other members received on 10/23/15. The Memorandum of Agreement governing our pay stipulates that anyone on payroll during the effective dates of the raises is eligible for these raises. We have filed a grievance stating that these unit members should receive retroactive pay, and a step I hearing was held.

Other Grievances
1) We have reached a settlement on behalf of an individual NTT member who was not given a promotion in a timely fashion.
2) We filed a grievance on behalf of an Associate Lecturer who teaches in a CAPS program who was seeking but denied additional work. The FSU asserts that the MOU-University College (now called CAPS) should apply to this individual, which requires additional work to be offered to current NTTs regardless of title.

11/19/15
To the Non-Tenure Track Faculty (NTT) Members of the College of Management:

We wish to update you on an important matter regarding NTT issues in CM. The Faculty Staff Union has received indications that Article 21.3 of the contract may have been violated (we sent a prior email to CM NTT in July in regards to similar issues). 21.3 stipulates that any additional work that arises in a department must first be offered to current, qualified part-time NTT members of the department in order of seniority before someone outside of the department may be hired (see the full language here).

It should be noted that this clause does not permit limits on percentage of time up to and including full-time. Therefore, no NTT can be arbitrarily limited to less than full-time status (percentage of time is not in itself a designation of a particular status- there is no contractual distinction in position between a member who is half-time and a member who is full-time, for example, if they have the same NTT title as enumerated in the contract).

The FSU requested information from the Administration on whether or not current part-time NTT were offered work before new NTT were hired for Fall 15 and if not, why such work could only be performed by someone outside of the department. The information we received from Admin was not sufficient to determine if the requirements of 21.3 were fulfilled. As a result, on 10/21/15, the FSU filed a grievance alleging a violation of 21.3 (if we receive information that sufficiently addresses our concerns we will withdraw the grievance). We expect to hold a hearing on the grievance today, November 19th, and will update members when a decision is reached.

From the FSU

10/22/15

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

As you might recall, in 2011 the FSU filed a policy grievance on behalf of a large number of lecturers who were being paid below the contractually mandated salary floors. That grievance is still pending notwithstanding Admin’s previous payment of retroactive money to a sizable number of NTT who were part of the grievance. The FSU is hoping to resolve this grievance shortly. This has implications for the conversion to the new language for a number of current NTT’s: if you were listed as part of this grievance (i.e. if you were at an incorrect salary and/or rank prior to 7/1/14) then you will be converted to the new language based on your listed rank as of 7/1/14. Once this grievance is resolved, members who had incorrect salaries and ranks under the old contract will be given the proper salary and rank under the old contract. AT THAT POINT ONLY, they will be converted to the proper salary and rank for the new contract. In other words, these members will have to wait for the settlement of this grievance before they can assert their rank and salary under the new contract language. We will keep members updated on the progress of this grievance. To find out if you are listed in the FSU policy grievance, contact the FSU.

From the FSU