

3/20/17

Senior Lecturer and Senior Lecturer II Promotion Denials

A number of NTTs were denied promotion in the Fall of 2016, and to the FSU, this appeared to be based on the expectation that NTTs perform service. The FSU filed a grievance asserting that service cannot be a basis for promotional review unless the individual is contracted to perform such work.

The Administration stated that these denials were based on a broader assessment of the members' performance, not just service. They were willing to enter into a settlement agreement to resolve this grievance.

In light of this information and the Administration's settlement offer, we decided that pursuing the grievance further would not be fruitful. We therefore entered into an agreement with the following terms and conditions:

1. The parties agree not to redo last year's promotional cases (i.e. the ones that were denied), on the grounds that service was not the deciding factor in any of the denials.
2. The parties agree to allow service to be considered for promotional applications for Senior Lecturer and Senior Lecturer II in 16-17 *only if* such service could be beneficial to the individual's case and not if it would harm them (i.e. they will not be penalized in their promotional review for lack of service or poor performance in the area of service).
3. The parties agree that the issue of service requirements for non-tenure track faculty will be addressed during the current round of bargaining and will be implemented when this contract goes into effect (July 1, 2017).

1/18/2017

Final language on Article 21, as well as the memorandum of agreement between the FSU and Admin concerning resolution of the previous NTT policy grievances and contract conversion settlement issues (MOU 7), can be seen [here](#) (see 8/26/16 update below for the summary of the terms and conditions of the settlement regarding NTT policy grievances).

A summary of new grievance matters is below:

Senior Lecturer and Senior Lecturer II Promotion Denials

The FSU was notified that a number of NTTs were denied promotion for the Fall of 2016. Preliminary reviews of the denial letters indicated that some of these denials were based on the expectation that NTTs perform service, which the FSU believes is not contractually mandated. The FSU filed a grievance asserting that service cannot be a basis for promotional review unless the individual is contracted to perform such work. We recently held a step I hearing and await a decision from the Administration.

Class Size Changes For Distance Learning Courses

In December, the Administration changed the additional compensation formula for distance learning (DL) courses. Previously DL instructors were paid additional compensation for any students admitted to the class above the 25 person limit. The new compensation formula would only provide additional compensation for any students admitted to the class above 35 students. The FSU notified them that they could not change the compensation for CAPS courses during bargaining.

We have reached a tentative agreement: the previous policy of paying additional compensation for more than 25 students will be applied for Spring 2017 distance learning courses, although compensation will now be \$100 per student rather than the previous policy of paying \$500 total for additional students in 1 to 5 person increments (i.e. \$500 lump sum for between 26 and 30 students, another \$500 lump sum for between 31 and 35 students, etc.). For courses capped at 25, anyone who accepted between 26 and 35 for the Winter term will be (re)paid according to the previous policy.

This agreement is only for winter and spring 2017 courses. We continue to negotiate this issue in the terms of the new agreement.

The administration has also (re)affirmed that departments, not the administration, determine class sizes, including caps for Distance Learning sections. If you are such an instructor and your cap has been recently increased, check with your chair. We have also heard rumors that, in some departments, the cap for Distance Learning sections was increased from 25 to 35 without the consent of the chair. If this did occur and resulted in any of you teaching over 25 students without additional compensation during the Winter term, then we should be able to recover this payment under the agreement, or possibly with a grievance. Anyone who believes they are in this situation should immediately contact their chair. If the cap was changed without the department's approval, ask your chair to inform both management and the FSU. We will be notifying chairs about this and will inform them that class caps cannot be changed without their consent and that they have the right to change class caps back to 25.

Other Grievances

1. A Lecturer was denied promotion to Senior Lecturer due to an insufficient number of courses for which he had provided student evaluations. He had been teaching in CAPS, and his department had not reviewed student evaluations for these CAPS courses. A grievance was filed asserting that Fall/Spring CAPS are part of NTT workload and must be considered as part of the promotional portfolio. We recently held a step I hearing and await a decision from the Administration.

2. A Lecturer paid at 75% time asserted that her workload and work expectations are the same as colleagues with the same title who are paid at 100%. We filed a grievance demanding that the Lecturer be retroactively given 100% time. We recently held a step I hearing and await a decision from the Administration.

8/26/16

The FSU and the Administration have recently concluded settlement discussions on a number of pending grievances, including all outstanding grievances related to Article 21 (for NTTs). The settlement agreements for some of these grievances and the NTT contract conversion agreements (see [here](#) for the conversion update) have resulted in changes to the language in Article 21 that have enhanced the rights and benefits of NTTs while clarifying many areas of the agreement that remained ambiguous and thus open to dispute. We will hold an information meeting on September 22 in Wheatley-6-047 to discuss these changes after discussing the budget crisis at 2 pm, and will send the revised Article 21 language when completed. A summary of all the grievance settlements, along with updates on other pending grievances, is below.

NTT Policy Grievances

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 NTTs 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 and the Administration expressed interest into entering into a settlement agreement. We have reached a settlement agreement that would allow for very limited circumstances under which additional work could first be offered outside of the department (only if there is a new full-time NTT who is hired with the expressed purpose of creating new programmatic offerings). In addition, we have reached agreement that notification of additional work to current part-time NTTs must occur in the form of advanced written notice. *This proposed remedy will apply to all part-time NTTs at UMB (NOTE: we filed a separate grievance on this same issue for part-time NTTs in Math; a step I hearing was recently held).*

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 held, and the Administration expressed an interest into entering a settlement agreement. We have reached a settlement agreement that would allow Associate Lecturers to be hired at 50% or greater provided that the number of semesters at 50% or greater that an Associate Lecturer would need to serve before being converted to Lecturer would be reduced from 6 to 4. In addition, Associate Lecturers who are converted to Lecturer will have their time as Associate Lecturer count towards eligibility for both continuing employment and Senior Lecturer and Senior Lecturer II promotions.

Calendar versus FTE Year for Promotions

The FSU had asserted that all prior service under previous agreements must be calculated according to the language in the respective contract. The administration had denied this interpretation and the FSU filed a grievance on this issue. We initially anticipated that this grievance would be decided by an arbitrator near the end of the summer. However, we concluded one day of mediation without an agreement, and, after conferring with the MTA lawyer who had been assigned to the case, we decided that arbitration would not result in a favorable ruling. So instead, as part of the implementation discussion, we pursued a means of improving the situation for Lecturers who faced economic disadvantage from the switch to FTE year calculation for promotion. We obtained an agreement in which a specific group of 9 Lecturers identified by the FSU and the Administration as being substantially disadvantaged salary-wise by the conversion to the new method of calculating time would be made eligible to apply for Senior Lecturer in Fall 16 (promotion to be effectuated Fall 17), regardless of their FTE totals.

Update on NTT Salary Grievance, 2012-14 Contract

Many NTTs had incorrect salaries and titles under the 12-14 contract. The FSU filed a grievance on this 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 the Administration has said it hopes to review the data provided by the FSU before the end of August. 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.

Other Issues

Due Process Violation in Title IX Investigation

We filed a step I grievance on behalf of a member who was suspended after the Office of Diversity Inclusion (ODI) concluded the member had violated Title IX regulations regarding sexual harassment. We believe the penalty was imposed without proper recourse to the due process requirements outlined in Article 18.5 of the contract. A step II decision was recently issued that required the UMB Administration to re-implement the previous Sexual Harassment Policy that had been approved by the FSU (this previous policy would replace the new policy that had never been negotiated with the FSU). However, it did not require that the member in question be subject to the step II decision. We have formally requested that the case go to arbitration (NOTE: a separate grievance was filed by a different member alleging due process violation during a Title IX investigation; this grievance is in abeyance pending resolution of the first grievance).

Other Grievances

- 1) An Associate Lecturer who teaches in a CAPS program 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). We held a step II hearing and are hoping to enter into a settlement agreement shortly.
- 2) We are engaged with the Administration to ensure that due process is maintained for a part-time NTT who is undergoing a dismissal hearing (see [Article 21.12](#)). During the course of the dismissal hearing, the FSU and the Administration became aware of problems in the language of 21.12 specifically in regards to the appeals process and have agreed to amend the language (this language will be sent once the final version of Article 21 is completed).
- 3) A Lecturer with just cause but without a continuing appointment received reduced teaching time due to the assignment of courses to a graduate student. A grievance was filed (see [Article 16.2](#)) but was put in abeyance pending resolution of the NTT conversion issues. The FSU and the Administration have entered into a settlement agreement for this individual and so the grievance has been formally withdrawn.

7/19/16

Due Process Violation in Title IX Investigation

We filed a step I grievance on behalf of a member who was suspended after the Office of Diversity Inclusion (ODI) concluded the member had violated Title IX regulations regarding sexual harassment. We believe the penalty was imposed without proper recourse to the due process requirements outlined in Article 18.5 of the contract. A step II decision was recently issued. It required the UMB Administration to re-implement a prior Sexual Harassment Policy that had been approved by the FSU (it would replace the new policy that had never been negotiated with the FSU). However, it did not require that the member in question be subject to the step II decision. We have requested that the case go forward to arbitration (NOTE: an additional grievance was filed by a member alleging due process violation during a Title IX investigation; that grievance is in abeyance pending resolution of the first grievance).

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 NTTs 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 and the Administration

expressed interest into entering into a settlement agreement. We believe we are close to an agreement that would allow for very limited circumstances under which additional work could first be offered outside of the department (only if there is a new full-time NTT who is hired with the expressed purpose of creating new programmatic offerings). In addition, we would clarify that notification of additional work to current part-time NTTs must occur in the form of advanced written notice. *This proposed remedy will apply to all part-time NTTs at UMB (NOTE: we filed a separate grievance on this same issue for part-time NTTs in Math; a step I hearing was recently held).*

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 filed a grievance on this issue. We initially anticipated that this grievance would be decided by an arbitrator near the end of the summer. However, we agreed to meet with the Administration and a mutually agreed upon neutral third party in an attempt to mediate the issue. We concluded one day of mediation without an agreement and with little prospect for an agreement. Our initial plan, should mediation not succeed, was to take the case to arbitration and let a neutral third party rule on the issue. However, after conferring with the MTA lawyer who had been assigned to the case, we came to believe that arbitration would not result in a favorable ruling. Therefore, we decided to continue to press for a settlement with the Administration that would help certain Lecturers who faced economic disadvantage from the switch to FTE year calculation for promotion. We believe we are close to agreement on a settlement.

Update on NTT Salary Grievance, 2012-14 Contract

Many NTTs had incorrect salaries and titles under the 12-14 contract. The FSU filed a grievance on this a number of years ago (this grievance covers incorrect salaries/titles up to and including the Spring 15 semester). This grievance is still pending. 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 held and the Administration expressed an interest into entering a settlement agreement. We believe we are close to a settlement agreement that would allow Associate Lecturers to be hired at 50% or greater provided that the number of semesters a 50% or greater Associate Lecturer would need to serve before being converted to Lecturer would be reduced from 6 to 4. In addition, Associate Lecturers who are converted to Lecturer will have their time as Associate Lecturer count towards eligibility for both continuing employment and Senior Lecturer and Senior Lecturer II promotions. We hope to reach agreement on this soon.

Other Grievances

- 4) An Associate Lecturer who teaches in a CAPS program 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). We held a step II hearing and are hoping to enter into a settlement agreement shortly.

- 5) We are engaged with the Administration to ensure that due process is maintained for a part-time NTT who is undergoing a dismissal hearing (see [Article 21.12](#)).
- 6) A Lecturer with just cause but without a continuing appointment was reduced in time due to the assignment of courses to a graduate student. A grievance was filed (see [Article 16.2](#)) but was put in abeyance pending resolution of the NTT conversion issues.

6/1/16

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 filed a grievance on this issue. We initially anticipated that this grievance would be decided by an arbitrator near the end of the summer. However, we recently agreed to meet with the Administration and a mutually agreed upon neutral third party in an attempt to mediate the issue. We concluded one day of mediation without an agreement and anticipate meeting again shortly. If mediation fails to provide a settlement agreement we will continue to file additional grievances.

3/22/16

Removal of Tenure

An arbitration hearing for a tenured faculty member who was dismissed in violation of just cause was recently held. We expect a decision soon.

Improper Denial of Tenure

A tenure track faculty member who was denied tenure recently had their grievance denied at the step II level (i.e. at the President's level). The issue in this case is unequal treatment upon the administration's failure to apply consistent standards for tenure review. The FSU will be taking this to arbitration.

Calendar Year Time for NTT Promotional Eligibility

This grievance addresses promotional eligibility, in which we assert that pre July 1, 2014 creditable service is based on a calendar year. The Administration denied the grievance at the Step II level. The FSU has filed for arbitration. The arbitration hearing will be held in mid-May and we do not expect a decision until a few months after this hearing.

NTT Salary Grievance, 2012-14 Contract

Many NTTs had incorrect salaries 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. We will be meeting with the Administration next week to discuss the remaining individual NTT salary issues from this grievance. 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.

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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 held and the Administration expressed an interest into entering a settlement agreement. We believe we are close to a settlement agreement that would allow Associate Lecturers to be hired at 50% or greater provided that the number of semesters a 50% or greater Associate Lecturer would need to serve before being converted to Lecturer would be reduced from 6 to 4. In addition, Associate Lecturers who are converted to Lecturer will have their time as Associate Lecturer count towards eligibility for both continuing employment and Senior Lecturer and Senior Lecturer II promotions. We will be meeting with the Administration again and hope to be able to reach agreement at that time.

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[Article 21.3](#) stipulates that when additional work arises, the administration must offer the work to current, qualified part-time NTTs 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 and the Administration expressed interest into entering into a settlement agreement. We believe we are close to an agreement that would allow for very limited circumstances under which additional work could first be offered outside of the department (only if there is a new full-time NTT who is hired with the expressed purpose of creating new programmatic offerings). In addition, we would clarify that notification of additional work to current part-time NTTs must occur in the form of advanced written notice. We will be meeting with the Administration next week and hope to be able to reach agreement at that time. *This proposed remedy will apply to all part-time NTTs at UMB. (NOTE: we filed a separate grievance on this same issue for part-time NTTs in Math; a step I hearing was recently held).*

Credit Bearing Courses Paid as Additional Compensation Rather than Salary

We filed a grievance on behalf of a part-time NTT who was being paid add comp 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. The FSU and the Administration have entered into a settlement agreement on this case that allows particular forms of add comp work performed by members of this department to be counted as creditable time. *The Administration only agreed to apply this remedy for the faculty in the grievant's department. **Any other part-time members who are paid in add comp for the work you should perform in your position should contact the FSU so we can determine if there is a violation.***

Retro Pay Not Given to Former Members

Unit members who were on payroll during 2014-15 but no longer on payroll as of 9/1/15 because of 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 was eligible for these raises. We filed a grievance and after a step I hearing, Admin agreed that these members should be given their retro pay (payments were issued in the last pay period of January)

Other Grievances

- 7) We filed a step I grievance on behalf of a member who was suspended after the Office of Diversity Inclusion (ODI) concluded the member had violated Title IX regulations regarding sexual harassment. We believe the penalty was imposed without proper recourse to the due process requirements outlined in Article 18.5 of the contract. A step I hearing was recently held, and we are awaiting a decision.

- 8) An Associate Lecturer who teaches in a CAPS program 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). We recently held a step II hearing and are awaiting a decision.
- 9) We are currently engaged with the Administration to ensure that due process is maintained for a part-time NTT who is undergoing a dismissal hearing (see [Article 21.12](#)).
- 10) We filed a grievance for a member whose salary was reduced when they changed from a calendar to an academic year appointment. The reduction was made years after the appointment change and without consultation with the member. We believe this is in violation of [Article 14](#) of the contract and are seeking reinstatement of the full salary. A step II hearing was recently held and we are awaiting a decision.