

## NTT CONVERSION UPDATE 1/11/17

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 [here](#) for the summary of the terms and conditions of the settlement regarding NTT policy grievances as well for updates on other grievances).

## NTT CONVERSION UPDATE 8/26/16

The FSU and the Administration have concluded settlement discussions on all pending NTT contract conversion issues. These discussions included agreement on a number of outstanding grievances related to NTTs and Article 21 (see [here](#) for a detailed update of FSU grievance matters). The settlement agreements for both the grievances and the NTT contract conversion have resulted in some changes to the language in Article 21 that have enhanced the rights of NTT 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 this NTT contract conversion settlement agreement is below (and includes updates on other pending conversion matters).

### **Continuing Appointments and Just Cause Rights**

The Administration had asserted that any time served at 25% would not be counted in the FTE total for a continuing appointment (Lecturers must be minimum 50% at time of eligibility). The FSU contested this interpretation and engaged with the Administration to resolve the dispute. We have reached an agreement that allows NTTs to qualify for continuing appointments if they are at a minimum 50% at time of eligibility with 3 full-time equivalent years of service including up to 2 prior semesters at 25%. ). In exchange, the Administration has agreed to grant continuing appointments as of Fall 16 to a group of 9 Lecturers who were half-time or greater and who would have had just cause rights by 7/1/14 but would not yet be eligible for continuing appointments according to this settlement language. (The previously negotiated language for NTTs who attained just cause under rights under the previous contract remains the same: they have priority for reappointment over new hires, but they do not have a guarantee of reappointment and must be given a written explanation if they are replaced).

### **Calendar versus FTE Year for Promotions**

The FSU had asserted 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, we improved the situation for Lecturers who faced economic disadvantage from the switch to the 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.

### **Course Cancellations**

The Administration and the FSU agrees that without a year's notice, salaries for NTTs with continuing appointments cannot be reduced even in the event of a course cancellation. However, for those

without continuing appointments, the FSU and the Administration disagreed whether or not the requirement for notification of reappointment excludes or includes the possibility of course cancellations. The Administration asserted that reappointments at a particular percentage of time are provisional to classes not being cancelled. The FSU initially asserted that reappointments must be at a particular percentage of time even if courses are cancelled but we came to believe that such an assertion was not warranted by the contract language and past practice. Therefore the FSU proposed and reached agreement with the Administration on modified language in Article 21 that a) clarifies that a course cancellation of an NTT with a continuing appointment will not result in a reduction in time/pay but will require reassignment of additional course to that NTT or, if none is available, will require assignment of an overload in a subsequent semester, and b) in the event of a course cancellation for NTTs without a continuing appointments, the Administration will attempt to assign another course, which may include the reassignment of a course from an Associate Lecturer (i.e. Associate Lecturers may be “bumped” from courses in order to preserve the full appointments of Lecturers, Senior Lecturers, and Senior Lecturer II’s). If no additional courses are available, NTTs not yet on continuing appointments will be reduced in salary as a result of the cancellation.

### **Appointment, Reappointment, and Notification Schedules**

The FSU had asserted that the Red Book language on appointments, reappointments, and notification of non-reappointment deadlines applies to all NTTs regardless of title or percentage of time. The Administration had asserted that only those lecturers (not Associate Lecturers) who are 50% or greater are subject to any appointment, reappointment, and notification deadline language. We settled on an agreement that would apply the current reappointment language in Article [21.9.1](#) (see chart in #2) to Lecturers, Senior Lecturers, and Senior Lecturer II’s who are less than 50% as well as Associate Lecturers (any percentage of time) who obtained just cause rights under the predecessor agreement.

### **Incorrect Titles, Post-Conversion**

The Administration presented the FSU with a master document outlining all the conversion actions taken to date (i.e. new titles given under the 14-17 contract). The FSU notified the Administration of cases where we believed the conversion was incorrect. The Administration has fixed many of these, but there are approximately 25 cases left (down from over 100) where we believe the conversion was done improperly or where there are still questions about a particular conversion. We expect to address this issue again at a labor-management meeting scheduled for the end of the month.

### **Salary Floors**

Salary floors under the new Agreement were effective as of July 1, 2014. The Administration indicated that there are still approximately 35 NTTs whose salaries need to be changed retroactively to July 1, 2014 to reflect their new titles. We expect to address this issue again at a labor-management meeting scheduled for the end of the month.

### **NTT CONVERSION UPDATE 7/19/16**

We have continued to meet with the Administration over the summer and believe we are near agreement on all pending conversion issues. Below is a list of pending issues (this includes some issues that have arisen since the last update was sent) and where things stand. We also have a number of pending policy grievances that will have an impact on NTT and Article 21 language (see the FSU’s grievance [update](#)):

### **Incorrect Titles, Post-Conversion**

The Administration presented the FSU with a master document outlining all the conversion actions taken to date (i.e. new titles given under the 14-17 contract). The FSU notified the Administration of cases where we believed the conversion was incorrect. The Administration has fixed many of these, but we believe there are approximately 25 cases left (down from over 100) where the conversion was done improperly or where there are still questions about a particular conversion. We raised this issue at our latest meeting with the Administration and were told they would look into it shortly.

### **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.

### **Salary Floors**

Salary floors under the new Agreement were effective as of July 1, 2014. The Administration indicated that there are still approximately 35 NTT whose salaries need to be changed retroactively to July 1, 2014 to reflect their new titles. They will provide us with more information on the remaining salary changes shortly.

### **Just Cause Rights**

As previously reported, 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. We have been working with the Administration to clarify how just cause rights will be applied to NTT who do not have continuing appointments.

### **Continuing Appointments**

The Administration has claimed that any time served at 25% will not be counted in the FTE total for a continuing appointment (Lecturers must be minimum 50% at time of eligibility). The FSU contested this interpretation and engaged with the Administration to resolve the dispute. We believe we are close to a settlement that would allow some time served at 25% to count for a continuing appointment while setting limits on how much time served at 25% could be counted.

### **Appointment, Reappointment, and Notification Schedules**

The FSU has asserted that the Red Book language on appointments, reappointments, and notification of non-reappointment deadlines applies to all NTT regardless of title or percentage of time. The Administration has asserted that only those lecturers (not Associate Lecturers) who are 50% or greater are subject to any appointment, reappointment, and notification deadline language. We believe we are close to agreement on a settlement that would require the Red Book language on this to apply to certain NTT who are less than 50% as well as certain Associate Lecturers.

### **Course Cancellations**

The FSU and the Administration have been discussing whether or not notification of reappointment excludes or includes the possibility of course cancellations (NOTE: this does not apply to NTT with continuing appointments who are subject to the lay-off language in Article 21.9.4 even in the event of a course cancellation). That is, when a member is notified of reappointment as required by Article 21.9.1 and then subsequently has a course cancelled, is there a requirement on the part of the Administration to provide that member with work in place of the cancelled course. The Administration asserted that reappointments at a particular percentage of time are provisional to classes not being cancelled. The FSU initially asserted that reappointments must be at a particular percentage of time even if courses are cancelled but we came to believe that such an assertion was not warranted by the contract language and past practice and we would therefore not be successful in asserting this in arbitration. The FSU has been working with the Administration on a settlement for this issue that would give preference to Lecturers over Associate Lecturers for possible course reassignment in the event of a cancellation.

### **NTT CONVERSION UPDATE 6/1/16**

Since the last [update](#) we sent on 3/22/16, the FSU has met a number of times with the Administration to discuss contract conversion issues. We have not yet resolved all the outstanding issues, but we have some updates on the issues below.

We are monitoring the UMB budget and NTT non-reappointment issues. We'll update members as soon as we have more information. Contact the FSU office if you have any questions or concerns about this.

### **Incorrect Titles, Post-Conversion**

The Administration presented the FSU with a master document outlining all the conversion actions taken to date (i.e. new titles given under the 14-17 contract). The FSU notified the Administration of cases where we believed the conversion was incorrect. The Administration has fixed many of these, but we believe there are approximately 25 cases left (down from over 100) where the conversion was done improperly or where there are still questions about a particular conversion. We raised this issue at our latest meeting with the Administration and were told they would look into it shortly.

### **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.

### **Salary Floors**

Salary floors under the new Agreement were effective as of July 1, 2014. The Administration has indicated that there are still approximately 35 NTT whose salaries need to be changed retroactively to July 1, 2014 to reflect their new titles. They indicated that they will provide us with more information on the remaining salary changes shortly.

### **NTT CONVERSION UPDATE 3/22/16**

### Implementation Date

The Administration has agreed to acknowledge all promotions from the previous contract through the start of Spring 15. That means that any promotions or status changes (i.e. eligible for Lecturer I, Lecturer II, or post-probationary status) that would have occurred under the 12-14 contract as of the start of Spring 15 will be recognized for purposes of conversion to the new language.

### Incorrect Titles, Post-Conversion

The Administration presented the FSU with a master document outlining all the conversion actions taken to date (i.e. new titles given under the 14-17 contract). The FSU notified the Administration of cases where we believed the conversion was incorrect. The Administration has fixed many of these, but we believe there are approximately 25 cases where the conversion was done improperly or where there are still questions about a particular conversion. We presented the Administration with this document and expect to discuss these cases at a meeting soon.

### 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 received an email from the FSU to assure that the FTE assignment is consistent with members' understandings of their average workload. The FSU advised a few members who responded to the email. **If you believe you are in this category but did not receive an email from the FSU please contact the FSU office.**
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. We believe the Administration has properly adjusted all such unit members' FTE assignments. **If you believe you are in this category but did not receive notice from the Administration regarding an adjusted FTE assignment, please contact the FSU office.**

### 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.

### Retroactive Benefits/Salary Floors

The FSU has asserted that all unit members who are half-time or more must be given creditable time for purposes of retirement as of July 1, 2014. The Administration agrees that all such members are eligible for creditable time for retirement. However, they will only make decisions on retroactively applying this creditable time for retirement for the group as a whole rather than allow individual eligible members to opt in or out. Any member who is retroactively given creditable time would also be mandated to make a contributory payment for this retirement time. Before the FSU can decide on whether or not to allow

such members to be retroactively placed into a retirement system, we have requested from the Administration information on how many eligible members are currently in this so as to best determine how many members would have to make automatic payments for 14-15 creditable time.

Salary floors under the new Agreement were effective as of July 1, 2014. The Administration believes all floors have been retroactively applied and will be checking to assure this occurred (we will confirm this at our next meeting with the Administration sometime soon).

### **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.

12/11/15

### **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.

3. 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.
4. 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.

7/20/15

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](#), 2<sup>nd</sup> 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 (re bargaining).

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,  
The FSU Bargaining Team

Christopher Fung  
Marlene Kim  
Jonathan Millman  
Tina Mullins  
Lorenzo Nencioli  
Rachel Rubin  
Amy Todd  
Michelle Gallagher