

5/18/22

Dear Colleague,

There are currently 3 formal, pending grievances that the GC is working on (a 'grievance' is the process by which resolution of possible violations of your contract rights can occur; for more, we encourage you to read this FSU [primer](#) on the grievance procedure and this [primer](#) on contract and other rights). In addition to the formal grievances, the GC has spent countless hours on grievance and contract related matters with FSU members that have not resulted in formal grievances. These matters include: informal resolution of contract violations, apprising members of their contract rights, providing advice on and support for Title IX investigations, dismissal cases and other potential disciplinary hearings, attending Weingarten hearings (see below), attending GC meetings, assessing potential contract language issues for contract negotiations, and much more. Since the last update we sent to members on May 17, 2021, the GC has had at least 73 such cases/interactions with FSU members.

We would like to report on a few of the formal and informal pending grievance and contract related matters that we are addressing or have addressed. (For reasons of confidentiality, we cannot report on all the pending grievance and contract related matters that we are dealing with). *We include a brief summary of the conclusion to an important case related to a scholarly misconduct allegation and another pending case with important implications for NTT just cause rights.*

In addition, we strongly urge you to familiarize yourself with Weingarten Rights - that is, your right to have a union witness present for any meeting with your supervisor that is of an investigatory nature or may have disciplinary repercussions (see the [Grievance tab](#) on the FSU website for more info, including a link to a more detailed [MTA primer on Weingarten Rights](#)).

Members who believe their contract rights have been violated have 60 days from the date of the infraction to file a grievance (see Article 25 of the [contract](#)). Contact the FSU office if you have questions about your contract rights or if you think your contract rights may have been violated.

Previous grievance updates can be seen below.

From the FSU Grievance Committee:

Paul Dyson, Senior Lecturer II, English  
Katie D'Urso, MTA Field Rep  
Ellen Frank, Senior Lecturer, Economics  
Glover Martin, Lecturer, Biology  
Laurie Milliken, Associate Professor, Exercise and Health Sciences  
Lorenzo Nencioli, FSU Senior Staff Member  
Heidi Stanish, Professor, Exercise and Health Sciences

#### Update on Grievances and Contract Related Matters

FORMALGRIEVANCES (PENDING OR RECENTLY CONCLUDED)

*NTT Dismissals for Cause (also see 'Dismissal of 2 NTT's With Continuing Appointments' in previous [GC update from 5/17/21](#))* – The two cases proceeded through the first two levels of the formal grievance

process (the FSU believed that proper procedure was not followed in the dismissal process for both cases). Admin denied the grievances at both levels by asserting that NTT dismissal language in Article 21.14 does not allow grievances to be filed for NTT dismissals after the Provost renders a final decision. The FSU vigorously opposed this assertion of the meaning of the language. The cases were then filed to level III (arbitration). A settlement offer was made in one case and a response from Admin is still pending. A settlement offer is being contemplated in the second case.

*Associate Lecturer Conversion-* An Associate Lecturer (AL) completed 4 consecutive semesters at 50% or more. The AL was not given work in the 5<sup>th</sup> consecutive semester but was reassigned in the 6<sup>th</sup> semester at 50%. However, they were reappointed as an AL and not as a Lecturer (Article 21.11 indicates that AL's will be converted to Lecturer after 4 consecutive semesters at 50% or more). A grievance was filed asserting that the conversion should occur any time after the 4<sup>th</sup> consecutive semester at 50% or more even if the subsequent reappointment does not immediately follow the 4 consecutive semester period. A level II hearing (i.e. a hearing with the President's Office) was held and a decision was rendered. The Administration denied the grievance, asserting that the contract language was intended to mean that the conversion to Lecturer can only occur as of the 5<sup>th</sup> consecutive semester. The FSU is currently seeking a settlement for the grievance.

*Discriminatory Content and Retaliation in Promotion Reviews-* Three faculty members in a single department recently underwent promotional reviews (two for tenure and one for Professor). While the tenure promotions were granted, the two faculty members who had applied for tenure argued that racially discriminatory content had been included in their promotional files and that such content negatively impacted both the current assessment of the faculty members and, potentially, future assessments as well. A grievance was filed and a request was made to remove the discriminatory content from the faculty members' files. Ultimately, a settlement was reached whereby the Provost agreed to revise the latter's promotional review letter for one of the faculty members to account for the discriminatory content but not remove the content itself from the file. Subsequently, the faculty members filed a discrimination case with the Office of Civil Rights and Title IX. An investigation concluded that, while the content included in the letters was indeed discriminatory, University of Massachusetts Non-Discrimination and Harassment Policy (T16-040) was not violated since no negative harm (i.e. promotion denial) was demonstrated. The investigation report included a recommendation for trainings for personnel committees to ensure that committee members recognize such content as problematic and not rely upon it in future reviews. It also recommended review of college-level personnel review guidelines for their compliance with the Red Book and the CBA so as to ensure that committee members cannot use such to support practices that may violate the Red Book and CBA. At this point, it is not clear the extent to which the discriminatory content and the conclusions based on this content will be removed or redacted from the faculty members' files; thus the Civil Rights and Title IX case is ongoing. In addition to the discrimination claims in the tenure cases, a third faculty member who applied for promotion to Professor and was denied claimed the denial was retaliatory for prior union activity and for being a co-complainant in the grievance filed to remove discriminatory content in their colleagues' files. An unfair labor practice charge has been filed with the Department of Labor Relations (that case is pending).

*Change in Tenure Review Standard-* A faculty member who was granted tenured was given a 'strength' in teaching despite receiving 'excellent' in teaching at previous levels of review. The faculty member noted that the downgrade from 'excellent' to 'strength' was the result of new information added at the Provost's review level that had not been reviewed or assessed at any other level. The Grievance Committee reviewed the case and concluded that material added to a promotional file in violation of

the proscribed tenure review procedures that impacts the assessment of the faculty member even when the tenure promotion review is positive can be grieved. A grievance was filed and a settlement was reached whereby the Provost's tenure review letter was modified to reflect the concerns of the member.

#### OTHER CASES

*Allegations Regarding Quality of Scholarship (also see previous [GC update from 5/17/21](#))* – An anonymous complaint was made against an Associate Professor for allegedly violating the UMB policy on responsible conduct of research in Winter, 2018. The member was under review for promotion and was recommended by the first three levels of review. The member strongly denied any wrongdoing and refused to withdraw their promotion application despite repeated requests by the Provost. The Provost and Vice Provost for Research invoked the UMB Procedures for Responding to Alleged Research Misconduct despite providing no explanation of how the member's work violated any UMB policy. An inquiry was initiated per university procedures, and the promotion review was placed in abeyance pending a recommendation.

The inquiry committee issued a report in January, 2019 concluding that no violation of the policy per se had occurred and an investigation was not warranted. The procedures required the case to be closed. However, the Provost and Vice Provost for Research stated that the concerns would be noted in the member's personnel file. The FSU filed a grievance in May 2019 alleging multiple violations of the Procedures for Alleged Research Misconduct, a violation of the member's academic freedom, and of their due process rights. The Level I grievance was denied by the Provost, but the Level II decision by the President's Office stated that the UMB Administration had committed "both technical and substantive errors" in administering the procedures (no violation of academic freedom). UMB Admin was instructed to close and seal the inquiry and to rescind any mention of the case per the policy from the member's personnel file.

In June 2021, after 6 more months of settlement talks related to proper implementation of the level II decision, assurance of a fair evaluation of the member's promotion application, and assurance that if promoted, the appointment and associated raise in salary would be retroactive to September, 2018, an agreement was reached and signed. In July 2021, the member was successfully promoted to Professor with the appointment effective September 1, 2018.

#### UPDATES ON PREVIOUS CASES

From the [5/17/21 GC update](#):

*Summer 2020 Distance Learning Course Development Fee*- Issues related to this grievance and distance learning in general will be dealt with at the bargaining table (see [here](#) for more information).

From the GC 5/18/22:

*Summer 2020 Distance Learning Course Development Fee*- Bargaining for the 20-23 contract concluded and Article 35 (Distance Learning) was unchanged (see the 20-23 agreement [here](#)). The FSU has since asserted that all distance learning courses approved and developed by faculty members are covered by Article 35, which means the DL development fee must be paid (see [here](#) for more information). *If you*

*have any questions or concerns about DL course development and/or the DL course development fee, please contact the [FSU office](#).*

5/17/21

Dear Colleague,

There is currently 1 formal, pending grievance that the GC is working on (a 'grievance' is the process by which resolution of possible violations of your contract rights can occur; for more, we encourage you to read this [FSU primer](#) on the grievance procedure and this [primer](#) on contract and other rights). In addition to the formal grievances, the GC has spent countless hours on grievance and contract related matters with FSU members that have not resulted in grievances. These matters include: informal resolution of contract violations, apprising members of their contract rights, providing advice on and support for Title IX investigations, dismissal cases and other potential disciplinary hearings, attending Weingarten hearings (see below), attending GC meetings, assessing potential contract language issues for contract negotiations, and much more.

We would like to report on a few of the formal and informal pending grievance and contract related matters that we are addressing or have addressed. (For reasons of confidentiality, we cannot report on all the pending grievance and contract related matters that we are dealing with).

In addition, we strongly urge you to familiarize yourself with Weingarten Rights - that is, your right to have a union witness present for any meeting with your supervisor that is of an investigatory nature or may have disciplinary repercussions (see the [Grievance tab](#) on the FSU website for more info, including a link to a more detailed [MTA primer on Weingarten Rights](#)).

Members who believe their contract rights have been violated have 60 days from the date of the infraction to file a grievance (see Article 25 of the [contract](#)). Contact the FSU office if you have questions about your contract rights or if you think your contract rights may have been violated.

Previous grievance updates can be seen [here](#).

From the FSU Grievance Committee:

Paul Dyson, Senior Lecturer II, English  
Katie D'Urso, MTA Field Rep  
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Gillian MacNaughton, Associate Professor, SGISD  
Glover Martin, Lecturer, Biology  
Laurie Milliken, Associate Professor, Exercise and Health Sciences  
Lorenzo Nencioli, FSU Membership Coordinator

[Update on Grievances and Contract Related Matters](#)

FILED AND SETTLED GRIEVANCES

*Summer 2020 Distance Learning Course Development Fee-* Issues related to this grievance and distance learning in general will be dealt with at the bargaining table (see [here](#) for more information).

*Student Course Capacities Exceeded Without Proper Approval-* The GC looked at a number of examples of student course capacities being raised for Spring 19 after the initial capacities were set (see Article 15.4 of the [contract](#)). The GC assessed that there have been violations of 15.4 and filed a policy grievance (i.e. a grievance with more than one potential grievant). A level I hearing occurred and a level I decision was rendered with a ruling against the FSU. The GC voted to engage in settlement talks with Admin on this issue. The FSU GC and the Administration engaged in settlement talks and reached a formal agreement with the Administration. This agreement:

1. Provides monetary compensation of \$200 per over enrolled student for 3 individual members cited in the original policy grievance plus 1 additional member who filed the grievance separately (see below).
2. Will not be precedent setting.

*Additional Work Not given to NTT-* A Lecturer was not offered additional work per Article 21.3 in Spring 20. Level I and level II decisions were rendered. The GC did not see a viable path to winning an arbitration case and so elected not to pursue the case further.

*Tenure Track Faculty Member, Allegations Regarding Quality of Scholarship -* a faculty member was alleged to have violated the UMB policy on conduct of scholarly research, and the Vice Provost for Research sent it to a committee of inquiry for a formal review (the UMB policy on conduct for scholarly research can be seen [here](#)). We have been supporting the faculty member through the formal process, through advising, and through informal discussions with the Administration. The member filed a grievance, got a Level 1 decision, filed for Level 2, got a Level 2 decision. We are engaging in settlement talks and hope to conclude an agreement shortly.

*Denial of Sabbatical Credits For Parental Leave-* The semester in which a member took paid parental leave was not counted as creditable time for purposes of assigning sabbatical credits. A grievance was filed and a settlement was reached. The creditable time will be added to this member's sabbatical credit total but the FSU and the Administration will address whether such time will count in all other cases at the negotiating table.

#### OTHER GRIEVANCE AND CONTRACT RELATED ISSUES

*NOTE:* The following update on other grievance and contract related issues does not include all 1 on 1 interactions with the Grievance Committee on contract or potential grievance related matters. Below is a selection of the most relevant matters since our last [update to members](#) on 10/20/2020.

*Possible Inappropriate Usage of AFR Comments-* A few members have indicated to the FSU that comments made in their AFR's are inaccurate and/or seem to be reflective of possible disciplinary intent. We have advised these members that they should add their own comments to the AFR that address any assertions and/or inaccuracies they believe to be in the AFR comments made by the DPC, chair, etc. The GC is following up on these cases to determine if there are any contractual implications of adding such comments to the AFR. **Please let the FSU know if you have concerns about inaccurate and/or potentially disciplinary comments being added to your AFR.**

*Dismissal of 2 NTT's With Continuing Appointments-* The Administration has initiated 2 separate dismissal procedures for 2 members based on claims of egregious misconduct. The GC has reviewed the

cases and believes that in both cases the Administration did not properly follow the disciplinary procedures outlined in the contract. The GC has chosen to represent the members during the hearing process (note that the FSU approved a policy on when/if the FSU will represent unit members who are subject to dismissal proceedings; that policy can be seen [here](#)- check 'Grievance Committee' about half way down).

*Individual Contracts Not Issued/Work Assignments Changed-* The GC has spoken with a number of faculty members who received offers of letter but were never formally given appointment letters (i.e. individual contracts) upon assumption of employment. In some cases, the terms and conditions of their work assignments were changed. **The GC agreed to assert that, in the absence of a formal appointment letter, a letter of offer will be considered tantamount to a binding document (it should be noted that it is not clear if the Administration will agree with this assertion).** The GC also will be working to assure that letters of appointment are provided to all new members on a prospective basis by requesting that the administration provide copies of letters of appointment for all new faculty members prior to orientation in August each year.

*Inappropriate comments or reduced ratings in Provost/Chancellor personnel reviews –* Several faculty members have inquired about pursuing grievances or other action in response to erroneous, discriminatory or other inappropriate comments in the Provost/Chancellor personnel reviews this year, as well as reduced ratings where this has not caused a change in the overall recommendation. We have advised faculty to respond the reviews, pointing out the errors or inappropriate language and asking that the response be added to the Basic File, as well as asking for a revised review letter. **If you have received a personnel review letter from the Provost/Chancellor that you feel contains inappropriate or discriminatory statements, please contact the FSU.**

10/20/20

Dear Colleague,

The FSU Grievance Committee (GC) has been very active this year. There are currently 6 formal, pending grievances that the GC is working on, including the grievance related to Summer 2020 distance learning changes that was referenced in a [prior communication from the Core Bargaining Team](#). In addition to the formal grievances, the GC has spent countless hours on grievance and contract related matters with FSU members that have not resulted in grievances. These matters include: informal resolution of contract violations, apprising members of their contract rights, providing advice on and support for Title IX investigations, dismissal cases and other potential disciplinary hearings, attending Weingarten hearings (see below), attending Labor-Management meetings, attending GC meetings, assessing potential contract language issues for contract negotiations, and much more.

We would like to report on a few of the formal and informal pending grievance and contract related matters that we are addressing or have addressed. (For reasons of confidentiality, we cannot report on all the pending grievance- and contract-related matters that we are dealing with).

We also encourage you to read this FSU [primer](#) on the grievance procedure. In addition, we strongly urge you to familiarize yourself with Weingarten Rights - that is, your right to have a union witness present for any meeting with your supervisor that is of an investigatory nature or may have disciplinary repercussions (see the [Grievance tab](#) on the FSU website for more info, including a link to a more detailed [MTA primer on Weingarten Rights](#)).

Members who believe their contract rights have been violated have 60 days from the date of the infraction to file a grievance (see Article 25 of the [contract](#)). Contact the FSU office if you have questions about your contract rights or if you think your contract rights may have been violated.

Previous grievance updates can be seen [here](#).

From the FSU Grievance Committee:

Paul Dyson, Senior Lecturer II, English  
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#### Update on Grievances and Contract Related Matters

#### FILED AND SETTLED GRIEVANCES

*Summer 2020 Distance Learning Course Development Fee-* We reviewed the letter sent by the Provost on April 17<sup>th</sup> (see [attached](#)) and concluded that it violated Article 35.6(b) of the contract (the clause that stipulates that all faculty members who develop distance learning courses will be paid a \$3,000 development fee). We recently filed a policy grievance on behalf of all members who will be impacted by the application of the terms of this letter. Our assessment is based on the fact that Article 35 does not make any distinction between synchronous and asynchronous modes of distance learning and therefore any courses that are developed or converted from in person to online (synchronous or asynchronous) are subject to 35.6(b). We should note that we recognize that the Covid-19 crisis compelled all courses to be switched to the online modality and that, with the FSU at the bargaining table, agreements on distance learning matters may be reached to modify the terms of these arrangements. Nevertheless, we believe it is important to assert our position on the nature of the contract language as it currently exists and that the administration is required to negotiate any changes to that language.

*Student Course Capacities Exceeded Without Proper Approval-* The GC looked at a number of examples of student course capacities being raised for Spring 19 after the initial capacities were set (see Article 15.4 of the [contract](#)). The GC assessed that there have been violations of 15.4 and filed a policy grievance (i.e. a grievance with more than one potential grievant). A level I hearing occurred and a level I decision was rendered with a ruling against the FSU. The GC voted to engage in settlement talks with Admin on this issue. The FSU GC and the Administration have been engaged in settlement talks and we recently reached a tentative agreement with the Administration. The settlement would:

3. Provide monetary compensation of \$200 per over enrolled student for 3 individual members cited in the original policy grievance plus 1 additional member who filed the grievance separately (see below).
4. Not be precedent setting.



*Student Course Capacities Exceeded Without Proper Approval, Individual Grievance-* An individual FSU member filed a grievance for their Fall 19 course on the same issue raised above (student course capacities exceeded without their permission). The grievant has agreed to have her grievance incorporated into the policy grievance referenced above and will be part of the settlement reached.

*Additional Work Not given to NTT-* A Lecturer was not offered additional work per Article 21.3 in Spring 20. A grievance was filed and a level I hearing is being scheduled.

*Tenure Track Faculty Member, Allegations Regarding Quality of Scholarship -* a faculty member was alleged to have violated the UMB policy on conduct of scholarly research, and the Vice Provost for Research sent it to a committee of inquiry for a formal review (the UMB policy on conduct for scholarly research can be seen [here](#)). We have been supporting the faculty member through the formal process, through advising, and through informal discussions with the Administration. The member filed a grievance, got a Level 1 decision, filed for Level 2, got a Level 2 decision. We are waiting for the Administration to comply with the Level 2 decision

*Dismissal of NTT With Continuing Appointment-* The Administration dismissed the member based on claims of egregious misconduct. The GC has reviewed the case and believes that the Administration did not properly follow the disciplinary procedures outlined in the contract and so we filed a grievance. The UMB Administration asserted that the Provost's decision regarding dismissal of NTT is not grievable and sought to dismiss the case. We believe we have the right to grieve NTT dismissals up to and including the Provost's decision. We then filed a level II grievance with the President's office. A level II decision was rendered upholding UMB Admin's assertion regarding the grievability of the Provost's final decision. The FSU Executive Committee, along with our sister chapter at UMA, recommended that the FSU seek informal resolution with the Administration on the broader grievability question (this means that the dismissal of the NTT member in question will be upheld).

#### OTHER GRIEVANCE AND CONTRACT RELATED ISSUES

*NOTE:* The Update on grievance issues does not include all 1 on 1 interactions with the Grievance Committee on contract or potential grievance related matters. Below is a selection of the most relevant matters since our last update to members on 6/10/2020.

*Possible Inappropriate Usage of AFR Comments-* A few members have indicated to the FSU that comments made in their AFR's are inaccurate and/or seem to be reflective of possible disciplinary intent. We have advised these members that they should add their own comments to the AFR that address any assertions and/or inaccuracies they believe to be in the AFR comments made by the DPC, chair, etc. The GC is following up on these cases to determine if there are any contractual implications of adding such comments to the AFR. ***Please let the FSU know if you have concerns about inaccurate and/or potentially disciplinary comments being added to your AFR.***

*Denial of Sabbatical –* A member was denied sabbatical on the grounds that there were insufficient funds. Following discussions with the administration, the member will reapply this year.

*Tenure Denial- Possible Procedural Violations-* A member was denied tenure and believes that there were procedural issues and/or violations in the tenure review process. The GC reviewed the concerns and worked with the member on a possible resolution.



*Dismissal of Assistant Professor Sought For Alleged Misconduct*- The member was accused of misconduct. The Administration sought to activate the Article 18 dismissal procedures. The FSU and the member worked with the Administration on settlement talks that concluded with a separation agreement that avoided the dismissal procedure.

6/10/20

Dear Colleague,

The FSU Grievance Committee (GC) has been very active this year. There are currently 6 formal, pending grievances that the GC is working on, including the grievance related to Summer 2020 distance learning changes that was referenced in a [prior communication from the Core Bargaining Team](#). In addition to the formal grievances, the GC has spent countless hours on grievance and contract related matters with FSU members that have not resulted in grievances. These matters include: informal resolution of contract violations, apprising members of their contract rights, providing advice on and support for Title IX investigations, dismissal cases and other potential disciplinary hearings, attending Weingarten hearings (see below), attending Labor-Management meetings, attending GC meetings, assessing potential contract language issues for contract negotiations, and much more.

We would like to report on a few of the formal and informal pending grievance and contract related matters that we are addressing or have addressed. (For reasons of confidentiality, we cannot report on all the pending grievance- and contract-related matters that we are dealing with).

We also encourage you to read this FSU [primer](#) on the grievance procedure. In addition, we strongly urge you to familiarize yourself with Weingarten Rights - that is, your right to have a union witness present for any meeting with your supervisor that is of an investigatory nature or may have disciplinary repercussions (see the [Grievance tab](#) on the FSU website for more info, including a link to a more detailed [MTA primer on Weingarten Rights](#)).

Members who believe their contract rights have been violated have 60 days from the date of the infraction to file a grievance (see Article 25 of the [contract](#)). Contact the FSU office if you have questions about your contract rights or if you think your contract rights may have been violated.

Previous grievance updates can be seen below and [here](#).

Finally, we would like to offer our gratitude to our colleague Cat Mazza (Associate Professor, Art) who has completed her term as grievance officer after a year and a half of often challenging work. We thank her for her commitment to the FSU and to our fellow members.

From the FSU Grievance Committee:

Paul Dyson, Senior Lecturer II, English  
Katie D'Urso, MTA Field Rep  
Ellen Frank, Senior Lecturer, Economics  
Gillian MacNaughton, Associate Professor, SGISD  
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## Update on Grievances and Contract Related Matters

### FILED AND SETTLED GRIEVANCES

*Summer 2020 Distance Learning Course Development Fee-* We reviewed the letter sent by the Provost on April 17<sup>th</sup> (see [attached](#)) and concluded that it violated Article 35.6(b) of the contract (the clause that stipulates that all faculty members who develop distance learning courses will be paid a \$3,000 development fee). We recently filed a policy grievance on behalf of all members who will be impacted by the application of the terms of this letter. Our assessment is based on the fact that Article 35 does not make any distinction between synchronous and asynchronous modes of distance learning and therefore any courses that are developed or converted from in person to online (synchronous or asynchronous) are subject to 35.6(b). We should note that we recognize that the Covid-19 crisis compelled all courses to be switched to the online modality and that, with the FSU at the bargaining table, agreements on distance learning matters may be reached to modify the terms of these arrangements. Nevertheless, we believe it is important to assert our position on the nature of the contract language as it currently exists and that the administration is required to negotiate any changes to that language.

*Student Course Capacities Exceeded Without Proper Approval-* The GC looked at a number of examples of student course capacities being raised for Spring 19 after the initial capacities were set (see Article 15.4 of the [contract](#)). The GC assessed that there have been violations of 15.4 and filed a policy grievance (i.e. a grievance with more than one potential grievant. A level I hearing occurred and a level I decision was rendered with a ruling against the FSU. The GC voted to engage in settlement talks with Admin on this issue. The FSU GC and the Administration have exchanged a number of settlement offers. The most recent settlement proposal from the FSU is summarized below:

5. Monetary compensation for individual members cited in the original policy grievance.
6. This agreement would be for the Spring 20 semester only. Permanent changes to the language, if any, would have to be negotiated and agreed to at the main bargaining table during negotiations for the successor contract
7. The agreement would not be precedent setting

We will keep you updated on the Administration response to the FSU proposal.

*Student Course Capacities Exceeded Without Proper Approval, Individual Grievance-* An individual FSU member filed a grievance for their Fall 19 course on the same issue raised above (student course capacities exceeded without their permission). The grievant has agreed to have her grievance incorporated into the policy grievance referenced above.

*Associate Lecturers- Improper Assignment of Rank-* Last academic year, the GC received enough information to indicate that a violation of the Associate Lecturer language of the contract may have occurred (see Article 21.11 of the contract). Specifically, it appeared that many non-tenure track faculty were hired as Associate Lecturers when they should have been hired as Lecturers (see Article 21 for differences between the two; the primary differences have to do with the temporary nature of the Associate Lecturer position versus the Lecturer position). An Associate Lecturer subcommittee was convened. They investigated the matter further and examined NTT hiring and appointment data,

surveyed Associate Lecturers directly regarding the nature of their positions, etc. The conclusion of the subcommittee was that enough evidence existed to believe a systematic violation has occurred. A policy grievance was filed and a hearing was held. *A decision was rendered at level I against the FSU. Both the GC and the Associate Lecturer Subcommittee addressing these issues decided that the best venue to pursue these issues would not be via a continuation of the grievance process but rather through bargaining and member organizing efforts.*

*Additional Work Not given to NTT-* A Lecturer was not offered additional work per Article 21.3 in Spring 20. A grievance was filed and a level hearing is being scheduled.

*Tenure Track Faculty Member, Allegations Regarding Quality of Scholarship* - a faculty member was alleged to have violated the UMB policy on conduct of scholarly research, and the Vice Provost for Research sent it to a committee of inquiry for a formal review (the UMB policy on conduct for scholarly research can be seen [here](#)). We have been supporting the faculty member through the formal process, through advising, and through informal discussions with the Administration. The member filed a grievance and we are currently engaged in settlement talks with the Administration.

*Dismissal of NTT With Continuing Appointment-* The Administration dismissed the member based on claims of egregious misconduct. The GC has reviewed the case and believes that the Administration did not properly follow the disciplinary procedures outlined in the contract and so we filed a grievance. The UMB Administration asserted that the Provost's decision regarding dismissal of NTT is not grievable and sought to dismiss the case. We believe we have the right to grieve NTT dismissals up to and including the Provost's decision. We then filed a level II grievance with the President's office and are in the process of scheduling a hearing.

#### OTHER GRIEVANCE AND CONTRACT RELATED ISSUES

*NOTE:* The Update on grievance/grievance issues does not include all 1 on 1 interactions with the Grievance Committee on contract or potential grievance related matters. Below is a selection of the most relevant matters since our last update to members on 5/15/19.

*Possible Inappropriate Usage of AFR Comments-* A few members have indicated to the FSU that comments made in their AFR's are inaccurate and/or seem to be reflective of possible disciplinary intent. We have advised these members that they should add their own comments to the AFR that address any assertions and/or inaccuracies they believe to be in the AFR comments made by the DPC, chair, etc. The GC is following up on these cases to determine if there are any contractual implications of adding such comments to the AFR. ***Please let the FSU know if you have concerns about inaccurate and/or potentially disciplinary comments being added to your AFR.***

*Tenure Denial- Possible Procedural Violations-* A member was denied tenure and believes that there were procedural issues and/or violations in the tenure review process. The GC is reviewing the concerns and is working with the member on a possible resolution.

*Dismissal of Assistant Professor Sought For Alleged Misconduct-* The member was accused of misconduct. The Administration is seeking to activate the Article 18 dismissal procedures. The FSU and the member have been working with the Administration on possible settlement talks for a separation agreement that would avoid the dismissal procedure.

5/22/20

Dear FSU Members,

You may know that the Provost sent a memo in April (see [here](#)) to faculty about summer teaching. In her memo, she discussed converting Summer courses to online modality, but without assuring faculty of the \$3k distance learning course development stipend, as stipulated in Article 35 of the [contract](#). We believe that this memo violates the contract, and the FSU Grievance committee will be filing a grievance on behalf of all affected FSU members.

Sincerely, and in solidarity,

Core Bargaining Team

Caroline Coscia, Senior Lecturer II, Political Science, FSU Vice President  
Katie D'Urso, MTA Field Representative  
Maria Mellone, Associate Lecturer, Mathematics  
Alex Mueller, Associate Professor, English  
Lorenzo Nencioli, FSU Membership Coordinator  
Jason Rodriguez, Associate Professor, Sociology  
Heike Schotten, Associate Professor, Political Science  
Steve Striffler, Director of the Labor Resource Center and Professor, Anthropology  
Tony Vandermeer, Senior Lecturer II, Africana Studies

*For information on the FSU, links to our contract and bargaining updates, and a calendar of events, see the [FSU webpage](#)*

*Check out the FSU [Blog](#)*

*Please "like" the [FSU Facebook Page](#)*

*Follow us on Twitter at [@FSU\\_UMB](#)*

5/15/19

Dear Member,

The FSU Grievance Committee (GC) has been very active this academic year. There are currently 7 formal, pending grievances that the GC is working on. In addition to the formal grievances, the GC has spent many hours on grievance- and contract-related matters with FSU members that have not resulted in grievances. These include: informal resolution of contract violations, apprising members of their contract rights, providing advice on and support for Title IX and other potential disciplinary hearings, attending Weingarten hearings (see below), attending Labor-Management meetings, attending GC meetings, assessing potential contract language issues for contract negotiations, and much more.

We would like to report on a few of the formal and informal pending grievance- and contract-related matters that we are addressing or have addressed. (For reasons of confidentiality, we cannot report on all the pending grievance- and contract-related matters that we are dealing with).

We also encourage you to read this FSU [primer](#) on the grievance procedure. In addition, we strongly urge you to familiarize yourself with Weingarten Rights - that is, your right to have a union witness present for any meeting with your supervisor that is of an investigatory nature or may have disciplinary repercussions (see the [Grievance tab](#) on the FSU website for more info, including a link to a more detailed [MTA primer on Weingarten Rights](#)).

Members who believe their contract rights have been violated have 60 days from the date of the infraction to file a grievance (see Article 25 of the [contract](#)). Contact the FSU office if you have questions about your contract rights or if you think your contract rights may have been violated.

Previous grievance updates can be seen below and [here](#).

From the FSU Grievance Committee:

Caroline Coscia, Senior Lecturer II, Political Science  
Ellen Frank, Senior Lecturer, Economics  
Mickey Gallagher, MTA Consultant  
Heather LaPenn, MTA Consultant  
Gillian MacNaughton, Assistant Professor, SGISD  
Cat Mazza, Associate Professor, Art  
Laurie Milliken, Associate Professor, Exercise and Health Sciences  
Lorenzo Nencioli, FSU Membership Coordinator

#### Update on Grievances and Contract Related Matters

##### FILED AND SETTLED GRIEVANCES

*Course Cap Increases Not Properly Approved-* The GC has looked at a number of examples of student course capacities being raised for Spring 19 after the initial capacities were set (see Article 15.4 of the [contract](#)). The GC assesses that there have been violations of 15.4 and has filed a policy grievance. A hearing was recently held on this grievance and a decision will be rendered by the end of the semester.

*Associate Lecturers- Improper Assignment of Rank-* Last academic year, the GC received enough information to indicate that a violation of the Associate Lecturer language of the contract may have occurred (see Article 21.11 of the contract). Specifically, it appeared that many non-tenure track faculty were hired as Associate Lecturers when they should have been hired as Lecturers (see Article 21 for differences between the two; the primary differences have to do with the temporary nature of the Associate Lecturer position versus the Lecturer position). An Associate Lecturer subcommittee was convened. They investigated the matter further and examined NTT hiring and appointment data, surveyed Associate Lecturers directly regarding the nature of their positions, etc. The conclusion of the subcommittee was that enough evidence existed to believe a systematic violation has occurred. A policy grievance was filed and a hearing was recently held. Currently, the parties (Administration and FSU) are in the process of requesting data (no decision deadline has been set yet). ***If you are an Associate***

***Lecturer and believe you have been appointed to that rank in violation of the contract, please contact the FSU with your questions and documentation.***

*Continuing Appointment Rescinded Due to Other Position at UMass Dartmouth*

A 75% UMB NTT member with a continuing appointment took an additional, full-time position at UMD so UMB compelled her to reduce her time here from 75% to 25%, citing conflict of interest policy. This essentially removed her continuing appointment. The member indicated that she was never told this was counter to current policies. The GC reviewed this action and felt that this policy does not apply to her. Furthermore, we asserted that even if the policy were to apply, a continuing appointment cannot be removed without due process. A grievance was filed and a settlement was ultimately reached. The member's continuing appointment was reinstated and compensation was issued for the lost salary.

*Additional Work Not given to NTT-* A Lecturer was not offered additional work per Article 21.3 in Fall 17 and Spring 18. A grievance was filed and a settlement was ultimately reached (the member was given monetary compensation).

*Other Filed Grievances-* Individual members have 5 additional formal grievances pending. We will provide updates when those cases are closed.

OTHER GRIEVANCE AND CONTRACT RELATED ISSUES

*NOTE:* The Update on grievance/grievance issues does not include all 1 on 1 interactions with the Grievance Committee on contract or potential grievance related matters. Below is a selection of the most relevant matters since our last update to members on 5/15/18.

*Continuing Appointment- Notification Delays (21.9)-* 2 members have indicated to the FSU that they have not been notified whether or not they have a continuing appointment despite having the requisite amount of FTE's. The GC conducted a study and determined that 13 or so other NTT who met the eligibility criteria for continuing appointments were not granted them. The GC contacted the Administration and the latter agreed to immediately initiate the continuing appointment review process for the effected members.

*Continuing Appointment- FTE Lower Than Standard Workload (21.9)-* A number of members have contacted the FSU indicating that they were granted continuing appointments but that the FTE of their continuing appointment was lower than their work history average. The Grievance Committee analyzed the data, noted that many of the Fall 18 continuing appointments were lower than the previous, average workload. However, the GC did not see cause for a grievance as (a) some of the FTE's were explainable by other factors (i.e. recent increases in the number of TT faculty in departments), and (b) the contract language does not specify that a continuing appointment must be at a certain FTE. Members were apprised of this assessment. **GC notes that this issue will need to be raised in bargaining.**

*Tenure Track Faculty Member, Allegations Regarding Quality of Scholarship -* a faculty member was alleged to have violated the UMB policy on conduct of scholarly research, and the Vice Provost for Research sent it to a committee of inquiry for a formal review (the UMB policy on conduct for scholarly research can be seen [here](#)). We have been supporting the faculty member through the formal process,

through advising, and through informal discussions with the Administration. We are currently awaiting the Administration's decision.

*Tenure Track Faculty Member, Violation of Title IX/Sexual Harassment Policy, Termination Procedures Enacted-* A faculty member was alleged to have violated the University's policy on sexual harassment (ODEI policies can be seen [here](#)). The ODEI conducted an investigation and concluded that a violation of the policy did occur. The Provost, citing Article 18 of the contract, concluded that the misconduct was serious enough to warrant immediate termination and enacted the dismissal procedures of Article 18. The GC assisted this member during the investigation process and negotiated a resignation agreement in lieu of dismissal procedures on his behalf.

*Tenure Track Faculty Member, Workload Violation, Academic Freedom Issues-* A faculty member was told that two under enrolled courses he was scheduled to teach would have to be combined although they were different courses and remained separate courses on WISER. This also resulted in the faculty member being compelled to change the content of the two courses once combined. The combined courses counted as only one course on his workload. The GC determined that this was a violation of the workload clause of the contract (15.4). It also determined that it violated the faculty member's rights under the academic freedom clause of the contract (8). The GC advised the faculty member of his rights, and helped resolve the issue informally. The GC also advised another faculty member, who had also been involved in some of the meetings with the chair, on the contract violations described above.

5/3/19

Dear Colleague,

The FSU Grievance Committee (GC) was made aware of a few instances of students being admitted to courses without the approval of the instructor of record despite those courses having already been at capacity (according to Article 15.4 of the [contract](#), once the student capacities for a course are announced, only the instructor of record may add additional students). In some cases, the course cap was changed on WISER to allow additional students to register. Because there was more than one alleged violation of this clause of the contract, the GC decided to file a policy grievance (in essence, a grievance alleging multiple violations.) A broader update on grievance and contract related matters will be sent to FSU members shortly.

***If your course for Spring 19 had students added above the stated course capacities without your permission, or the course cap was raised after it was announced, please let us know so we can be sure to include this information in our grievance.***

If you have any questions, please contact the FSU office.

From the FSU Grievance Committee:

Caroline Coscia, Senior Lecturer II, Political Science  
Ellen Frank, Senior Lecturer, Economics  
Mickey Gallagher, MTA Consultant  
Heather LaPenn, MTA Consultant  
Gillian MacNaughton, Assistant Professor, SGISD



Cat Mazza, Associate Professor, Art  
Laurie Milliken, Associate Professor, Exercise and Health Sciences  
Lorenzo Nencioli, FSU Membership Coordinator

5/15/18

Dear Member,

While the number of formal grievances that are currently active is relatively low (4 as of today), the FSU Grievance Committee (GC) was very active this academic year. We would like to report on a few of the formal and informal pending grievance and contract related matters that we are addressing or have addressed (for reasons of confidentiality, we cannot report on all the pending grievance and contract related matters that we are dealing with).

We also encourage you to read this FSU [primer](#) on the grievance procedure. In addition, we strongly urge you to familiarize yourself with Weingarten Rights- that is, your right to have a union witness present for any meeting with your supervisor that is of an investigatory nature or may have disciplinary repercussions (see the [Grievance tab](#) on the FSU website for more info, including a link to a more detailed [MTA primer on Weingarten Rights](#)).

#### Update on Grievances and Contract Related Matters

*Class Size Increases-* Concerns have been raised by FSU members about class size increases and the resulting increase in workload. Article 15.4 of the contract stipulates that the average workload in a department cannot be increased during the life of the contract. Class size increases in and of themselves, even if adopted across the board, do not inherently mean that the average workload has increased though it would be suggestive of an increase (for example, if class sizes are unilaterally increased in a department but other areas of work are decreased than the average workload would not have been increased). The GC conducted an analysis of class sizes in a number of departments and programs from 2 different colleges where such increases have been reported (it looked at class sizes in these departments/programs from Fall 17 and compared them to Fall 16). The GC concluded that no violation occurred, meaning that the average class size did not increase in such a way as to indicate an overall increase in the average workload of the department (the average increase was 2 students per class; the GC feels that the language in 15.4 is meant to apply to large increases, not smaller fluctuations). However, the GC did note that there are problems with class size issues, particularly when class caps are raised for some courses that affect some faculty more than others. Therefore, the GC has asked that this issue be raised in Labor-Management meetings, asked that a class size/workload proposal be added to bargaining proposals (probably for next contract), that an FSU subcommittee/workgroup be tasked with examining issues associated with class size and class size increases, and that another analysis of class size be conducted in Spring 18.

*Lack of Due Process in Suspension Resulting From ODI Title IX Investigation (Sexual Harassment Policy)-* A member was suspended after an ODI, Title IX investigation found preponderance of evidence indicating a sexually inappropriate interaction with a student (the disciplinary measures were enacted by the Provost's Office following ODI's finding). The member and FSU asserted that the ODI procedures used as basis for discipline lacked due process and thus the disciplinary measure taken by the Provost was automatically rendered without due process. The member filed a grievance and was denied at both step I and step II. The FSU along with the MSP, our sister chapter at UMA, agreed to take the case to

arbitration. The arbitrator ruled against the FSU/MSP noting that the grievant was, at the time of filing, retired though the incident giving rise to the grievance occurred prior to retirement. The arbitrator determined that as a retiree they were not in the bargaining unit and therefore had no right to bring the case forward as they were not covered by the contract. However, the arbitrator did not rule on the assertions of lack of due process in the ODI procedures. **Subsequent to this decision, Admin and FSU have agreed to negotiate over the terms and conditions of ODI's Sexual Harassment/Title IX procedures. Those negotiations are pending.**

*Students Videotaping Class Without Permission/Potential Inappropriate Political Content Question In Classroom-* In Spring 2017, a faculty member's class was taped without their permission and posted online. The faculty member was asked to attend a meeting with the Administration due to potentially inappropriate political content used by the faculty member during the class. An FSU representative attended the meeting and the member was apprised of their rights. No disciplinary action against the faculty member was taken. The administration separately brought to Faculty Council changes to their student conduct policy and instructional setting conduct policy for approval. The FSU President, Marlene Kim, who sits in these meetings, strongly suggested including language that specifically prohibited taping, recording, or video recording faculty without their permission, and met with the Administration on this issue. As a result of this meeting, the administration included explicit language preventing these activities, which then passed Faculty Council. ***The revised student conduct policy contains more comprehensive language banning the taping of a class without explicit consent of the faculty member*** (see policy [here](#); that specific clause is on page 21). In addition, the Faculty Council adopted an instructional setting conduct policy with similar language (see policy [here](#)). **Members who have questions on this may contact the office of the Dean of Students and/or the FSU.**

*Review of Associate Lecturer Hires-* The GC was concerned that many new NTT hires might have been incorrectly hired into the Associate Lecturer rank, rather than into the Lecturer rank (see Article 21.10.2(c) of the [contract](#) for details on the criteria of the Associate Lecturer rank). The scope of the assessment was deemed to be too great for individual grievance officers to take on so the FSU Executive Committee agreed to convene a subcommittee tasked with doing this work. The subcommittee is currently meeting and will report to members when they have finalized their work.

*Pay Schedules/Pay Check Issues-* Multiple members have contacted FSU with concerns/issues regarding late pay, overpayment demands, contracts not signed in time, etc. This issue was raised at a Labor-Management meeting. The Administration indicated they would look at systems in place, make changes.

*Tenure Denial Case-* A member who was denied tenure filed a grievance, asserting that (a) proper procedures were not followed in her assessment, and (b) standards for promotion were unfairly applied to her but not to other members of the department. The grievance was denied at both step I and step II. The FSU along with the MSP, our sister chapter at UMA, agreed to take the case to arbitration. However, the grievant/FSU were unable to obtain corroborating information from other faculty members in the department. The arbitration case was rescinded due to lack of evidence.

*Faculty Governance Issues With Dean (Article 12, Red Book)-* Faculty members in a college have been attempting to establish bylaws for personnel reviews, etc. Dean has notified them that they must establish personnel committees according to Dean's specifications. An FSU representative attended a meeting with the Dean regarding this issue.

*Reduction in Time After Reappointment Notice Given-* An NTT member indicated that they had been given a reappointment notice for 50% time for Fall 17. However, just before the start of Fall 17, they were told they would be 25%, though their other class was not cancelled. GC members spoke with that faculty member's Dean, who indicated that the Provost said no violation occurred. GC believes that reappointment language requires that a percentage of time for reappointment be given at time of reappointment notice. The percentage of time can only be reduced in the event of that faculty member's course being cancelled. **FSU filed a policy grievance on behalf of FSU members (the NTT in question did not wish to file independently).** FSU decided that prior to scheduling a step I hearing we would first poll the unit members who might have been impacted by this practice and then present data to Admin. An email was sent to potentially impacted members. To date, no responses have been given.

*Continuing Appointment Rescinded Due to Other Position at UMass Dartmouth*

A 75% UMB NTT member with a continuing appointment took additional, full-time position at UMD so UMB compelled her to reduce her time here from 75% to 25% citing conflict of interest policy. This essentially removed her continuing appointment. The member indicated that she was never told this was counter to current policies. The GC reviewed this action and feel that this such a policy does not apply to her. Furthermore, we assert that even if the policy were to apply, a continuing appointment cannot be removed without due process. A grievance was filed and a step I decision was rendered, resulting in the member's continuing appointment being reinstated. However, the decision did not address the viability of teaching over full-time at different UMass campuses nor did it address retroactivity (i.e. recouping lost income from the reduction to 25%). A step II grievance was filed and a hearing was held. The decision is pending.

*Additional Work Not given-* A Lecturer was not offered additional work per 21.3 in Fall 17 and Spring 18. A grievance was filed. Hearing is pending.

*Reduction in Continuing Appointment-* An NTT member with a continuing appointment was reduced in time from 100% to 75% without having received a year's notice of layoff. This NTT has a 75% continuing appointment in one department but routinely teaches a 4<sup>th</sup> course in another college. The Administration argued that the NTT's continuing appointment is with the University, not the department, therefore their only obligation is to maintain a total of 75% time, regardless of which college or department the faculty member is working in. Therefore, they reduced them to 50% in their department plus 25% for the course taught in the other college. The continuing appointment contract given to the faculty member indicates that the 75% appointment is with the department. The FSU advised the member that the reduction of their time in the department from 75% to 50%- regardless of whether they taught a course in another college-was a violation of their continuing appointment contract. A grievance is being contemplated.

*Add Comp for Faculty Less than 100%-* A number of members have indicated that they have gotten add comp for some of their work despite being less than 100% (i.e. the 4<sup>th</sup> credit of a Navitas seems to be paid as add comp not salary). **At a prior Labor-Management meeting, FSU and Admin both agreed that any work performed by faculty who are less than 100% as part of their regular job responsibilities needs to be paid as salary, not add comp. Admin says they will notify their chairs, Deans.** Admin says this has been applied to Fall 17 retroactively and Spring 18. We need to clarify if/how this will apply to work performed prior to Fall 17.

*33% Limit on Add Comp-* BOT policy T01-012 on additional compensation (policy can be seen [here](#)) requires Dean and Provost approval for any add comp that would total more than 33% of their salary.

Admin had been interpreting this to automatically deny any add comp totaling more than 33% of a member's annual salary. FSU asserted that this would not apply to NTT, anyone less than FT, and that the denial should not be automatic but rather reviewed on a case by case basis. A grievance was filed in 2011. Admin ceased applying the policy in the manner described above. However, recent reports from members have suggested that the limit is being re-applied. FSU raised this matter in a recent Labor-Management meeting. **The Administration indicated they are implementing the current BOT policy (Dean and Provost need to approve any add comp over 33% of a member's regular annual salary).**

*Dismissal Procedure (Article 18)*- A tenured member was suspended with pay for classroom conduct issues. Admin has initiated dismissal procedures. FSU has apprised them of their rights.

*Dismissal Procedure (Article 21.12)*- An NTT member was suspended with pay for performance issues. Admin has initiated dismissal procedures. FSU has apprised them of their rights. The dismissal hearing took place. FSU grievance officer attended as witness.

*Termination Due to Misconduct*- A pre-tenure faculty member was charged with misconduct. The Administration initiated termination procedures. The FSU has advised the faculty member of their rights.

*Weingarten Rights Not Followed*- A member was asked to attend a meeting with their Dean without indication of agenda for meeting. In the meeting, the Dean indicated that there might be an investigatory or disciplinary nature to the purpose of the meeting. After the meeting, the GC apprised the member of their right to have Weingarten witness at any meeting of this nature in the future.

*Denial of Right to Engage in Outside Activities*- A member who had been regularly teaching a course for pay at another institution was told prior to Fall 17 that they would have to either cease teaching that course or take a commensurate reduction in salary at UMB. FSU noted that BOT policy 96-047 on outside activities permits members to teach at other institutions (policy can be seen [here](#)). A grievance was filed and a settlement reached. Member can continue to teach the course as long as chair and dean can continue to certify that this other teaching commitment does not represent a conflict with his primary commitment to UMB.

*MTA Legal Services Sought*- A faculty member was required to testify in a lawsuit brought by another faculty member against the university. The former raised concerns that their personal information, content of personnel files, and other confidential information could become public as part of the lawsuit. The member sought legal help from the union and was referred to the MTA Legal Services division. MTA Legal Services has assigned a lawyer to assist this faculty member.

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.

#### 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 will be meeting with the Administration again and hope to be able to reach agreement at that time.

#### 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. 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.

5/22/20

Dear FSU Members,

You may know that the Provost sent a memo in April (see [here](#)) to faculty about summer teaching. In her memo, she discussed converting Summer courses to online modality, but without assuring faculty of the \$3k distance learning course development stipend, as stipulated in Article 35 of the [contract](#). We believe that this memo violates the contract, and the FSU Grievance committee will be filing a grievance on behalf of all affected FSU members.

Sincerely, and in solidarity,

Core Bargaining Team

Caroline Coscia, Senior Lecturer II, Political Science, FSU Vice President

Katie D'Urso, MTA Field Representative

Maria Mellone, Associate Lecturer, Mathematics

Alex Mueller, Associate Professor, English

Lorenzo Nencioli, FSU Membership Coordinator

Jason Rodriguez, Associate Professor, Sociology

Heike Schotten, Associate Professor, Political Science

Steve Striffler, Director of the Labor Resource Center and Professor, Anthropology

Tony Vandermeer, Senior Lecturer II, Africana Studies

*For information on the FSU, links to our contract and bargaining updates, and a calendar of events, see the [FSU webpage](#)*

*Check out the FSU [Blog](#)*

*Please "like" the [FSU Facebook Page](#)*

*Follow us on Twitter at [@FSU\\_UMB](#)*

5/15/19

Dear Member,

The FSU Grievance Committee (GC) has been very active this academic year. There are currently 7 formal, pending grievances that the GC is working on. In addition to the formal grievances, the GC has spent many hours on grievance- and contract-related matters with FSU members that have not resulted in grievances. These include: informal resolution of contract violations, apprising members of their contract rights, providing advice on and support for Title IX and other potential disciplinary hearings, attending Weingarten hearings (see below), attending Labor-Management meetings, attending GC meetings, assessing potential contract language issues for contract negotiations, and much more.

We would like to report on a few of the formal and informal pending grievance- and contract-related matters that we are addressing or have addressed. (For reasons of confidentiality, we cannot report on all the pending grievance- and contract-related matters that we are dealing with).

We also encourage you to read this FSU [primer](#) on the grievance procedure. In addition, we strongly urge you to familiarize yourself with Weingarten Rights - that is, your right to have a union witness present for any meeting with your supervisor that is of an investigatory nature or may have disciplinary repercussions (see the [Grievance tab](#) on the FSU website for more info, including a link to a more detailed [MTA primer on Weingarten Rights](#)).

Members who believe their contract rights have been violated have 60 days from the date of the infraction to file a grievance (see Article 25 of the [contract](#)). Contact the FSU office if you have questions about your contract rights or if you think your contract rights may have been violated.

Previous grievance updates can be seen below and [here](#).

From the FSU Grievance Committee:

Caroline Coscia, Senior Lecturer II, Political Science  
Ellen Frank, Senior Lecturer, Economics  
Mickey Gallagher, MTA Consultant  
Heather LaPenn, MTA Consultant  
Gillian MacNaughton, Assistant Professor, SGISD  
Cat Mazza, Associate Professor, Art  
Laurie Milliken, Associate Professor, Exercise and Health Sciences  
Lorenzo Nencioli, FSU Membership Coordinator

#### Update on Grievances and Contract Related Matters

#### FILED AND SETTLED GRIEVANCES

*Course Cap Increases Not Properly Approved-* The GC has looked at a number of examples of student course capacities being raised for Spring 19 after the initial capacities were set (see Article 15.4 of the [contract](#)). The GC assesses that there have been violations of 15.4 and has filed a policy grievance. A hearing was recently held on this grievance and a decision will be rendered by the end of the semester.

*Associate Lecturers- Improper Assignment of Rank-* Last academic year, the GC received enough information to indicate that a violation of the Associate Lecturer language of the contract may have occurred (see Article 21.11 of the contract). Specifically, it appeared that many non-tenure track faculty were hired as Associate Lecturers when they should have been hired as Lecturers (see Article 21 for

differences between the two; the primary differences have to do with the temporary nature of the Associate Lecturer position versus the Lecturer position). An Associate Lecturer subcommittee was convened. They investigated the matter further and examined NTT hiring and appointment data, surveyed Associate Lecturers directly regarding the nature of their positions, etc. The conclusion of the subcommittee was that enough evidence existed to believe a systematic violation has occurred. A policy grievance was filed and a hearing was recently held. Currently, the parties (Administration and FSU) are in the process of requesting data (no decision deadline has been set yet). ***If you are an Associate Lecturer and believe you have been appointed to that rank in violation of the contract, please contact the FSU with your questions and documentation.***

#### *Continuing Appointment Rescinded Due to Other Position at UMass Dartmouth*

A 75% UMB NTT member with a continuing appointment took an additional, full-time position at UMD so UMB compelled her to reduce her time here from 75% to 25%, citing conflict of interest policy. This essentially removed her continuing appointment. The member indicated that she was never told this was counter to current policies. The GC reviewed this action and felt that this policy does not apply to her. Furthermore, we asserted that even if the policy were to apply, a continuing appointment cannot be removed without due process. A grievance was filed and a settlement was ultimately reached. The member's continuing appointment was reinstated and compensation was issued for the lost salary.

*Additional Work Not given to NTT-* A Lecturer was not offered additional work per Article 21.3 in Fall 17 and Spring 18. A grievance was filed and a settlement was ultimately reached (the member was given monetary compensation).

*Other Filed Grievances-* Individual members have 5 additional formal grievances pending. We will provide updates when those cases are closed.

#### OTHER GRIEVANCE AND CONTRACT RELATED ISSUES

*NOTE:* The Update on grievance/grievance issues does not include all 1 on 1 interactions with the Grievance Committee on contract or potential grievance related matters. Below is a selection of the most relevant matters since our last update to members on 5/15/18.

*Continuing Appointment- Notification Delays (21.9)-* 2 members have indicated to the FSU that they have not been notified whether or not they have a continuing appointment despite having the requisite amount of FTE's. The GC conducted a study and determined that 13 or so other NTT who met the eligibility criteria for continuing appointments were not granted them. The GC contacted the Administration and the latter agreed to immediately initiate the continuing appointment review process for the effected members.

*Continuing Appointment- FTE Lower Than Standard Workload (21.9)-* A number of members have contacted the FSU indicating that they were granted continuing appointments but that the FTE of their continuing appointment was lower than their work history average. The Grievance Committee analyzed the data, noted that many of the Fall 18 continuing appointments were lower than the previous, average workload. However, the GC did not see cause for a grievance as (a) some of the FTE's were explainable by other factors (i.e. recent increases in the number of TT faculty in departments), and (b) the contract language does not specify that a continuing appointment must be at a certain FTE. Members were apprised of this assessment. **GC notes that this issue will need to be raised in bargaining.**



*Tenure Track Faculty Member, Allegations Regarding Quality of Scholarship* - a faculty member was alleged to have violated the UMB policy on conduct of scholarly research, and the Vice Provost for Research sent it to a committee of inquiry for a formal review (the UMB policy on conduct for scholarly research can be seen [here](#)). We have been supporting the faculty member through the formal process, through advising, and through informal discussions with the Administration. We are currently awaiting the Administration's decision.

*Tenure Track Faculty Member, Violation of Title IX/Sexual Harassment Policy, Termination Procedures Enacted*- A faculty member was alleged to have violated the University's policy on sexual harassment (ODEI policies can be seen [here](#)). The ODEI conducted an investigation and concluded that a violation of the policy did occur. The Provost, citing Article 18 of the contract, concluded that the misconduct was serious enough to warrant immediate termination and enacted the dismissal procedures of Article 18. The GC assisted this member during the investigation process and negotiated a resignation agreement in lieu of dismissal procedures on his behalf.

*Tenure Track Faculty Member, Workload Violation, Academic Freedom Issues*- A faculty member was told that two under enrolled courses he was scheduled to teach would have to be combined although they were different courses and remained separate courses on WISER. This also resulted in the faculty member being compelled to change the content of the two courses once combined. The combined courses counted as only one course on his workload. The GC determined that this was a violation of the workload clause of the contract (15.4). It also determined that it violated the faculty member's rights under the academic freedom clause of the contract (8). The GC advised the faculty member of his rights, and helped resolve the issue informally. The GC also advised another faculty member, who had also been involved in some of the meetings with the chair, on the contract violations described above.

5/3/19

Dear Colleague,

The FSU Grievance Committee (GC) was made aware of a few instances of students being admitted to courses without the approval of the instructor of record despite those courses having already been at capacity (according to Article 15.4 of the [contract](#), once the student capacities for a course are announced, only the instructor of record may add additional students). In some cases, the course cap was changed on WISER to allow additional students to register. Because there was more than one alleged violation of this clause of the contract, the GC decided to file a policy grievance (in essence, a grievance alleging multiple violations.) A broader update on grievance and contract related matters will be sent to FSU members shortly.

***If your course for Spring 19 had students added above the stated course capacities without your permission, or the course cap was raised after it was announced, please let us know so we can be sure to include this information in our grievance.***

If you have any questions, please contact the FSU office.

From the FSU Grievance Committee:

Caroline Coscia, Senior Lecturer II, Political Science  
Ellen Frank, Senior Lecturer, Economics  
Mickey Gallagher, MTA Consultant  
Heather LaPenn, MTA Consultant  
Gillian MacNaughton, Assistant Professor, SGISD  
Cat Mazza, Associate Professor, Art  
Laurie Milliken, Associate Professor, Exercise and Health Sciences  
Lorenzo Nencioli, FSU Membership Coordinator

5/15/18

Dear Member,

While the number of formal grievances that are currently active is relatively low (4 as of today), the FSU Grievance Committee (GC) was very active this academic year. We would like to report on a few of the formal and informal pending grievance and contract related matters that we are addressing or have addressed (for reasons of confidentiality, we cannot report on all the pending grievance and contract related matters that we are dealing with).

We also encourage you to read this FSU [primer](#) on the grievance procedure. In addition, we strongly urge you to familiarize yourself with Weingarten Rights- that is, your right to have a union witness present for any meeting with your supervisor that is of an investigatory nature or may have disciplinary repercussions (see the [Grievance tab](#) on the FSU website for more info, including a link to a more detailed [MTA primer on Weingarten Rights](#)).

#### Update on Grievances and Contract Related Matters

*Class Size Increases-* Concerns have been raised by FSU members about class size increases and the resulting increase in workload. Article 15.4 of the contract stipulates that the average workload in a department cannot be increased during the life of the contract. Class size increases in and of themselves, even if adopted across the board, do not inherently mean that the average workload has increased though it would be suggestive of an increase (for example, if class sizes are unilaterally increased in a department but other areas of work are decreased than the average workload would not have been increased). The GC conducted an analysis of class sizes in a number of departments and programs from 2 different colleges where such increases have been reported (it looked at class sizes in these departments/programs from Fall 17 and compared them to Fall 16). The GC concluded that no violation occurred, meaning that the average class size did not increase in such a way as to indicate an overall increase in the average workload of the department (the average increase was 2 students per class; the GC feels that the language in 15.4 is meant to apply to large increases, not smaller fluctuations). However, the GC did note that there are problems with class size issues, particularly when class caps are raised for some courses that affect some faculty more than others. Therefore, the GC has asked that this issue be raised in Labor-Management meetings, asked that a class size/workload proposal be added to bargaining proposals (probably for next contract), that an FSU subcommittee/workgroup be tasked with examining issues associated with class size and class size increases, and that another analysis of class size be conducted in Spring 18.

*Lack of Due Process in Suspension Resulting From ODI Title IX Investigation (Sexual Harassment Policy)*- A member was suspended after an ODI, Title IX investigation found preponderance of evidence indicating a sexually inappropriate interaction with a student (the disciplinary measures were enacted by the Provost's Office following ODI's finding). The member and FSU asserted that the ODI procedures used as basis for discipline lacked due process and thus the disciplinary measure taken by the Provost was automatically rendered without due process. The member filed a grievance and was denied at both step I and step II. The FSU along with the MSP, our sister chapter at UMA, agreed to take the case to arbitration. The arbitrator ruled against the FSU/MSP noting that the grievant was, at the time of filing, retired though the incident giving rise to the grievance occurred prior to retirement. The arbitrator determined that as a retiree they were not in the bargaining unit and therefore had no right to bring the case forward as they were not covered by the contract. However, the arbitrator did not rule on the assertions of lack of due process in the ODI procedures. **Subsequent to this decision, Admin and FSU have agreed to negotiate over the terms and conditions of ODI's Sexual Harassment/Title IX procedures. Those negotiations are pending.**

*Students Videotaping Class Without Permission/Potential Inappropriate Political Content Question In Classroom*- In Spring 2017, a faculty member's class was taped without their permission and posted online. The faculty member was asked to attend a meeting with the Administration due to potentially inappropriate political content used by the faculty member during the class. An FSU representative attended the meeting and the member was apprised of their rights. No disciplinary action against the faculty member was taken. The administration separately brought to Faculty Council changes to their student conduct policy and instructional setting conduct policy for approval. The FSU President, Marlene Kim, who sits in these meetings, strongly suggested including language that specifically prohibited taping, recording, or video recording faculty without their permission, and met with the Administration on this issue. As a result of this meeting, the administration included explicit language preventing these activities, which then passed Faculty Council. ***The revised student conduct policy contains more comprehensive language banning the taping of a class without explicit consent of the faculty member*** (see policy [here](#); that specific clause is on page 21). In addition, the Faculty Council adopted an instructional setting conduct policy with similar language (see policy [here](#)). **Members who have questions on this may contact the office of the Dean of Students and/or the FSU.**

*Review of Associate Lecturer Hires*- The GC was concerned that many new NTT hires might have been incorrectly hired into the Associate Lecturer rank, rather than into the Lecturer rank (see Article 21.10.2(c) of the [contract](#) for details on the criteria of the Associate Lecturer rank). The scope of the assessment was deemed to be too great for individual grievance officers to take on so the FSU Executive Committee agreed to convene a subcommittee tasked with doing this work. The subcommittee is currently meeting and will report to members when they have finalized their work.

*Pay Schedules/Pay Check Issues*- Multiple members have contacted FSU with concerns/issues regarding late pay, overpayment demands, contracts not signed in time, etc. This issue was raised at a Labor-Management meeting. The Administration indicated they would look at systems in place, make changes.

*Tenure Denial Case*- A member who was denied tenure filed a grievance, asserting that (a) proper procedures were not followed in her assessment, and (b) standards for promotion were unfairly applied to her but not to other members of the department. The grievance was denied at both step I and step II. The FSU along with the MSP, our sister chapter at UMA, agreed to take the case to arbitration. However, the grievant/FSU were unable to obtain corroborating information from other faculty members in the department. The arbitration case was rescinded due to lack of evidence.

*Faculty Governance Issues With Dean (Article 12, Red Book)*- Faculty members in a college have been attempting to establish bylaws for personnel reviews, etc. Dean has notified them that they must establish personnel committees according to Dean's specifications. An FSU representative attended a meeting with the Dean regarding this issue.

*Reduction in Time After Reappointment Notice Given*- An NTT member indicated that they had been given a reappointment notice for 50% time for Fall 17. However, just before the start of Fall 17, they were told they would be 25%, though their other class was not cancelled. GC members spoke with that faculty member's Dean, who indicated that the Provost said no violation occurred. GC believes that reappointment language requires that a percentage of time for reappointment be given at time of reappointment notice. The percentage of time can only be reduced in the event of that faculty member's course being cancelled. **FSU filed a policy grievance on behalf of FSU members (the NTT in question did not wish to file independently).** FSU decided that prior to scheduling a step I hearing we would first poll the unit members who might have been impacted by this practice and then present data to Admin. An email was sent to potentially impacted members. To date, no responses have been given.

*Continuing Appointment Rescinded Due to Other Position at UMass Dartmouth*

A 75% UMB NTT member with a continuing appointment took additional, full-time position at UMD so UMB compelled her to reduce her time here from 75% to 25% citing conflict of interest policy. This essentially removed her continuing appointment. The member indicated that she was never told this was counter to current policies. The GC reviewed this action and feel that this such a policy does not apply to her. Furthermore, we assert that even if the policy were to apply, a continuing appointment cannot be removed without due process. A grievance was filed and a step I decision was rendered, resulting in the member's continuing appointment being reinstated. However, the decision did not address the viability of teaching over full-time at different UMass campuses nor did it address retroactivity (i.e. recouping lost income from the reduction to 25%). A step II grievance was filed and a hearing was held. The decision is pending.

*Additional Work Not given*- A Lecturer was not offered additional work per 21.3 in Fall 17 and Spring 18. A grievance was filed. Hearing is pending.

*Reduction in Continuing Appointment*- An NTT member with a continuing appointment was reduced in time from 100% to 75% without having received a year's notice of layoff. This NTT has a 75% continuing appointment in one department but routinely teaches a 4<sup>th</sup> course in another college. The Administration argued that the NTT's continuing appointment is with the University, not the department, therefore their only obligation is to maintain a total of 75% time, regardless of which college or department the faculty member is working in. Therefore, they reduced them to 50% in their department plus 25% for the course taught in the other college. The continuing appointment contract given to the faculty member indicates that the 75% appointment is with the department. The FSU advised the member that the reduction of their time in the department from 75% to 50%- regardless of whether they taught a course in another college-was a violation of their continuing appointment contract. A grievance is being contemplated.

*Add Comp for Faculty Less than 100%*- A number of members have indicated that they have gotten add comp for some of their work despite being less than 100% (i.e. the 4<sup>th</sup> credit of a Navitas seems to be paid as add comp not salary). **At a prior Labor-Management meeting, FSU and Admin both agreed that any work performed by faculty who are less than 100% as part of their regular job responsibilities**

**needs to be paid as salary, not add comp. Admin says they will notify their chairs, Deans.** Admin says this has been applied to Fall 17 retroactively and Spring 18. We need to clarify if/how this will apply to work performed prior to Fall 17.

*33% Limit on Add Comp-* BOT policy T01-012 on additional compensation (policy can be seen [here](#)) requires Dean and Provost approval for any add comp that would total more than 33% of their salary. Admin had been interpreting this to automatically deny any add comp totaling more than 33% of a member's annual salary. FSU asserted that this would not apply to NTT, anyone less than FT, and that the denial should not be automatic but rather reviewed on a case by case basis. A grievance was filed in 2011. Admin ceased applying the policy in the manner described above. However, recent reports from members have suggested that the limit is being re-applied. FSU raised this matter in a recent Labor-Management meeting. **The Administration indicated they are implementing the current BOT policy (Dean and Provost need to approve any add comp over 33% of a member's regular annual salary).**

*Dismissal Procedure (Article 18)-* A tenured member was suspended with pay for classroom conduct issues. Admin has initiated dismissal procedures. FSU has apprised them of their rights.

*Dismissal Procedure (Article 21.12)-* An NTT member was suspended with pay for performance issues. Admin has initiated dismissal procedures. FSU has apprised them of their rights. The dismissal hearing took place. FSU grievance officer attended as witness.

*Termination Due to Misconduct-* A pre-tenure faculty member was charged with misconduct. The Administration initiated termination procedures. The FSU has advised the faculty member of their rights.

*Weingarten Rights Not Followed-* A member was asked to attend a meeting with their Dean without indication of agenda for meeting. In the meeting, the Dean indicated that there might be an investigatory or disciplinary nature to the purpose of the meeting. After the meeting, the GC apprised the member of their right to have Weingarten witness at any meeting of this nature in the future.

*Denial of Right to Engage in Outside Activities-* A member who had been regularly teaching a course for pay at another institution was told prior to Fall 17 that they would have to either cease teaching that course or take a commensurate reduction in salary at UMB. FSU noted that BOT policy 96-047 on outside activities permits members to teach at other institutions (policy can be seen [here](#)). A grievance was filed and a settlement reached. Member can continue to teach the course as long as chair and dean can continue to certify that this other teaching commitment does not represent a conflict with his primary commitment to UMB.

*MTA Legal Services Sought-* A faculty member was required to testify in a lawsuit brought by another faculty member against the university. The former raised concerns that their personal information, content of personnel files, and other confidential information could become public as part of the lawsuit. The member sought legal help from the union and was referred to the MTA Legal Services division. MTA Legal Services has assigned a lawyer to assist this faculty member.

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:

4. 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.
5. 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).
6. 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

- 11) 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.
- 12) 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).
- 13) 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

- 14) 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.
- 15) 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](#)).

16) 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.

#### 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 will be meeting with the Administration again and hope to be able to reach agreement at that time.

#### 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. 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

- 17) 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.
- 18) 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.

- 19) 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](#)).
- 20) 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.