

## **UFWW and NTT FACULTY**

The UFWW is proud to represent all faculty at WWU, including our non-tenure track colleagues who continue to provide about half of the instruction in any given year. One important facet of our work as a union has focused on stabilizing the precarious working conditions of NTT faculty through specific protections in the CBA. These include establishing the rank of Senior Instructor, instituting multi-year contracts, and ensuring that contracts are issued on a regular timeline rather than in an ad-hoc fashion at the beginning of each school year. We recognize that assurances like these are not only imperative for contingent faculty but also for the broader community of the university, since anything that impacts NTT faculty also impacts the quality of education at Western and the quality of Western as a workplace.

All of the information outlined in this document is drawn from established policies, contracts, and memorandums of understanding that have been approved by both the UFWW and the university administration or that are required through state and federal regulation. You can find many of these documents in full on the UFWW's website, including [a searchable version of the CBA](#), [the MOUs regarding COVID](#), and [information about unemployment benefits eligibility criteria](#). The legislature also maintains a website with updated versions of [all current legislation](#).

This document was last updated on 15 May 2020. It will continue to be updated as new developments arise.

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## NTT FACULTY CONTRACTS

### **What are the relevant stipulations regarding NTT faculty contracts in the CBA?**

Most of the stipulations regarding faculty in our current CBA apply to all faculty, regardless of rank or status. Those that apply specifically to non-tenure-track appointments are outlined in Section 8, including three relevant stipulations to which we want to draw your attention:

1. *Contracts for returning NTT faculty will be awarded no later than July 15<sup>th</sup>* (Section 8.1.1.6)

This stipulation creates a unified approach to awarding contracts for NTT faculty on a reasonable timeline. Awarded contracts are a guarantee of work and no sections may be removed after this date. Additional teaching sections may be awarded after July 15<sup>th</sup> with express agreement from the faculty member and additional compensation in line with CBA regulations.

2. *All contracts must be approved by the Department Chair, Dean, and Provost* (Section 8.1.1.2)

This stipulation ensures that awarded contracts have been approved by all relevant parties before their offer. This means that contracts need to be approved on multiple levels before they can be awarded. This ensures that there is consistency and equity across the university in the approval and awarding of contracts for NTT faculty.

3. *All contracts must state departmental assignment, title, employment dates, compensation, benefits, FTE, description of responsibilities, and other accommodations negotiated by the faculty member* (Section 8.1.1.4)

This stipulation requires that all elements of employment for NTT faculty are outlined clearly in the contracting document and that they cannot be added to without compensation. This requires that all parties know the necessary requirements of the position before contracts are awarded.

### **Are contracts being “held back” and/or “delayed” this year due to COVID19?**

No. We recognize that some of the language surrounding NTT faculty contracts has caused some confusion. Contracts for NTT faculty are always awarded according to the stipulations in the CBA, which outlines both the procedure and timeline. Since it is codified in the CBA, this same procedure and timeline is being followed this year. Because the assignment of NTT sections always depends on projected enrollments, contracts are awarded on a timeline that corresponds to the university’s assessment of those numbers. Given this, contracts for NTT sections are normally awarded after chairs, deans, and the Provost have an established sense of the university’s instructional needs. In the past, this has often meant that contracts are awarded in mid-May at the earliest and always by July 15<sup>th</sup> at the latest.

### **Why has it been announced that contracts might come at a later date than they have in past years?**

Along with other universities across the country, Western chose to change the commitment date for incoming first year students from May 1<sup>st</sup> to June 1<sup>st</sup>. The first phase of registration for returning students was scheduled to begin on May 12<sup>th</sup> and end June 26<sup>th</sup>. This has been delayed by the administration and the timeline is developing. The date that contracts are issued varies by department and year, but for all units the deadline is July 15<sup>th</sup>.

### **When will contracts be issued?**

The university will have a better understanding of NTT section needs after June 15<sup>th</sup> and will proceed with issuing contracts. You can expect contracts to be awarded as soon as possible after this date and no later than the deadline of July 15<sup>th</sup>.

## **INFORMATION FOR SENIOR INSTRUCTORS**

**If I am a Senior Instructor *not* in the final year of my multi-year contract, will the remaining years on my contract be honored?**

Yes. Those are binding contracts that the university must continue to honor. If you are a Senior Instructor not in the final year of your contract, you are guaranteed an appointment of at least 0.5FTE for the AY2020-2021

**If I am a Senior Instructor in the final year of my multi-year contract, will I be renewed for another contract?**

As per Section 8.1.5.1, Senior Instructors in the final year of their contracts must be notified by the university no later than March 15<sup>th</sup> that their contract will not be renewed. If you have not received such notification, you are guaranteed *at least* a one-year 0.5FTE contract.

**If I am eligible to be promoted to Senior Instructor sometime in the coming year, will my promotion go through on the same timeline? Will I still receive a 10% pay raise?**

Yes. As per the MOUs regarding NTT faculty and extending our current CBA, all promotions will go forward as scheduled and will be awarded the concomitant raises.

## **SUMMER HEALTH INSURANCE**

**Will I continue to have health insurance over the summer even if I don't yet have a contract in hand or I am not renewed for AY2020-2021?**

Yes. Health insurance premiums for the summer are taken out of the June 25<sup>th</sup> paycheck, meaning coverage will continue through August 31<sup>st</sup>. Premiums will be collected regardless of whether a faculty member is teaching during the summer quarter. Faculty who are not teaching during the summer quarter will continue to have health benefits. If you elect to enroll in another insurance plan during this time, you can apply to have these premiums refunded.

If you are not renewed, you will automatically receive information on enrolling for [COBRA coverage](#).

**Will receiving health insurance over the summer affect my ability to apply for unemployment by providing "reasonable assurance" of future employment?**

No. State law clearly articulates that no presumption of reasonable assurance will exist by virtue of receiving summer health benefits.

## UNEMPLOYMENT

### **How do I know if I am eligible for unemployment due to loss of work, whether in part or in total?**

There are specific laws governing the claiming of unemployment benefits for educational employees. The [Employment Security Department](#) of Washington State has created [a helpful fact sheet](#) to help you determine if you qualify for unemployment benefits under state and federal laws. We've also provided some answers to common questions you might have below.

### **Am I eligible for unemployment if my contract is not renewed?**

Yes. Anyone who is not renewed due to no fault of their own is eligible for unemployment benefits. The university administration has confirmed with UFWW that they will not contest any unemployment claims from faculty whose contracts are not renewed.

### **Am I eligible for unemployment over the summer if I do not have a new contract by June 15<sup>th</sup>?**

Yes, as long as you are at the end of your current contractual agreement. There are two factors that differ from previous years that may make current NTT faculty eligible for unemployment during this upcoming summer, both related to the COVID epidemic:

#### *Reasonable Assurance*

Under normal circumstances, educational employees are not eligible for unemployment benefits during traditional break periods such as summer. However, if educational employees do not have "reasonable assurance" that they will continue working after the break, they might be eligible for unemployment. Due to the COVID epidemic, the university is unable to provide this until contracts are awarded. The state has also [recently clarified what constitutes "reasonable assurance" for educational employees](#) to bring it in line with federal law.

#### *Actively Seeking Work*

Under normal circumstances, any employee seeking unemployment benefits must prove that they are actively seeking work. As a result of the COVID epidemic, [Governor Inslee has rescinded this requirement](#).

Because of these differences, NTT faculty who do not have a contract in-hand by June 15<sup>th</sup> for the following year may immediately apply for unemployment benefits.

### **Am I eligible for unemployment over the summer or in the coming academic year if my workload was significantly reduced for next year?**

Yes. If your compensation for the next academic year is not at least 90% of your contract for AY2019-2020, you might be eligible for partial unemployment benefits through the summer and/or coming academic year to support you during a time of reduced workload.

### ***Where can I get more information about unemployment, including state and federal regulations, how to apply, and where to direct questions?***

As members of UFWW, you are also members of the Washington Education Association (WEA) and American Federation of Teachers (AFT) and have access to all of their resources for faculty. UFWW has worked with the WEA to prepare [a document on unemployment](#). The AFT has [a website dedicated to unemployment for part-time faculty](#) and are running regular workshops on how to apply.