

More Information About Your Rights Under the Union Contract

In light of the sweeping program cuts, buyout offers, and threatened layoffs reported in the recent Chronicle of Higher Education article (“We’re Being DOGE-ed”: Sweeping Buyout Plan Rattles the New School’s Faculty, December 12, 2025), we want to remind unionized part-time faculty that you have contractual job-security rights that many full-time and “at-will” colleagues simply do not have.

<https://www.chronicle.com/article/were-being-doge-ed-sweeping-buyout-plan-rattles-the-new-schools-faculty>

This message gives a brief, user-friendly summary of Article XIII (Appointments/Reappointments/Course Assignments/Scheduling/Seniority) of our collective bargaining agreement, compares your rights to the situation facing non-union employees, and offers concrete steps you can take now to protect yourself.

1. Full-time and “at-will” vs. unionized part-time

- About 40% of TNS full-time professors received separation/early-retirement offers with the threat of “involuntary reduction” if they refuse.
- Decisions are being made quickly, with little meaningful faculty input, and under intense financial pressure.
- Non-union “at-will” staff and other employees can be terminated or non-renewed with very little notice and no guaranteed severance or recall rights.

By contrast, unionized part-time faculty:

- Are not “at-will”. Your rights to appointment, course load, compensation, and severance are governed by a legally enforceable contract.
- Have defined categories of appointment, seniority, and base-load protections, especially for Annual appointees under Article XIII.
- Have access to grievance and arbitration procedures if the University violates these rules.

In practice, this means that while some full-time and “at-will” employees can be pushed out abruptly, many part-time faculty have enforceable rights to courses, pay, and even severance—if you know them and use them.

2. Three key statuses under the UNION Contract’s Article XIII

Article XIII sets out three main categories for part-time faculty. Your rights depend heavily on where you fall.

1. Probationary (Part-Time Lecturer) – semesters 1–4
 - Appointment is by semester, with no presumption of reappointment.
 - Course load can vary; there is no guaranteed base load.
 - If a course is canceled *after* appointment and not replaced, you are owed 15% of the course wages as a cancellation fee (with some exceptions for new courses you proposed).
 - No severance rights apply at this stage.
2. Post-Probationary (Part-Time Lecturer) – semesters 5–9
 - Appointment is annual, but still no automatic presumption of reappointment.
 - Course load can vary; still no preserved base load.
 - If a post-appointment course is canceled and not replaced, you again receive 15% of the course wages (with defined exceptions).
 - No severance rights yet.
3. Annual (Part-Time Assistant Professor) – from semester 10 onward
This is where your job-security rights become substantially stronger.
 - Appointment is annual.
 - You gain a course base load (your “base” number of courses/credit hours):
 - It is set and preserved based on the highest of your last two academic years of post-probationary teaching (for those eligible in 2016, the highest of the last three).
 - It includes credit and full-semester non-credit courses in Fall and Spring (not private lessons).
 - The University must make its best effort to annualize eligible P/T faculty at a minimum of 2 courses.
 - If curricular changes or low enrollment reduce your courses below your base load, the School must follow specific pre-appointment replacement procedures (see below).
 - “Grandparented” Annual appointees (with at least 24 semesters as of Fall 2016) have enhanced rights, including stronger pre-appointment course-replacement and higher fees when base load cannot be met.

Article XIII turns years of service into actual protections—especially for Annual appointees, whose base loads and replacement rights put real limits on how far and how fast the University can cut them.

3. How base load and replacement work (Annual & Grandparented)

For Annual and Grandparented appointees, Article XIII creates a structure the University must follow before your base load can be reduced:

- Pre-appointment replacement rights
If your assigned courses are cut or changed, the School must try to maintain your base load by:
 - Giving you unassigned available courses you are qualified to teach.
 - If necessary, allowing you to displace probationary and post-probationary P/T faculty in the School for equivalent courses.
 - If no courses are found that way, a senior Annual P/T faculty member can displace a less senior Annual P/T faculty member (who has completed post-probationary service), again to maintain base loads.
- Unmet Base Load Search Process
Beginning each May 1, the School must provide:
 - A list of courses to which you are tentatively assigned.
 - A list of unassigned available courses.
You have the right to meet with the School representative to discuss how they are searching to meet your base load, and, if your base load is not met, to have the steps they took explained.
- Base-load reduction and cancellation fees
If no replacement course is found despite following the contract:
 - You receive a base-load reduction fee of 30% of the wages for the lost course.
 - Grandparented Annual appointees receive 50% of course wages.
If a course cancels after appointment and is not replaced, you get semester-of-service credit and again:
 - 30% per course (Annual), or
 - 50% per course (Grandparented Annual).
- Continuing obligation & recall

- The School must continue to look for replacement courses for up to 15 semesters (and no more than 5 academic years) to restore your base load.
- If your base load is still not restored after that period, you can apply for unassigned courses, and the School must assign them to you if you are qualified.
- If your lack of courses is due to severance—for example, if a program is discontinued and there are no replacement courses—you are entitled to substantial severance pay:
 - 50% of your last year’s salary, or
 - 65% of the average of your last two years’ salary (whichever is greater), plus two years of recall rights.

These protections are exactly the kind of job-security safeguards many full-time and “at-will” employees do not have in this crisis.

4. Appointment calendar and deadlines

Article XIII also creates a clear calendar for posting courses and issuing/accepting appointments:

- By May 1: Tentative Fall classes posted and tentative annual assignments listed.
- By June 1: Annual appointment letters to Annual P/T faculty.
- By June 15: Deadline for Annual P/T faculty to respond to June 1 letters (via MyDay or successor platform).
- By July 1: Appointment letters to Post-Probationary Annuals and Fall-only Probationary faculty.
- By July 15: Deadline to respond to July 1 letters.
- By November 1: Spring-only classes posted.
- By December 7: Spring-only contracts issued for Probationary P/T faculty.
- By December 22: Deadline to respond to Spring-only contracts.

Missing these deadlines can mean losing courses you might otherwise have been entitled to. Article XIII gives you rights, but you must accept your appointments on time and in writing (electronically) for those rights to attach.

5. How this compares to the current crisis

Against the backdrop described in the recent Chronicle of Higher Education article (see above), the contrast is stark:

- Full-time faculty and “at-will” employees are facing sudden separation offers, threats of “involuntary reduction” on worse terms, and program discontinuances that can end a career with minimal protection.
- Trustees and administrators are using the institution’s \$48 million deficit and shrinking enrollment to justify rapid cuts, salary reductions, program closures, and restructuring—with limited shared governance and little time for faculty to respond.
- Tenure and long service have not prevented large-scale layoffs or pressure to accept buyouts.

Unionized part-time faculty, while still vulnerable to enrollment and program changes, have:

- Contractual base-load protections (for Annuals) that limit how much their course assignments can be reduced without replacement or compensation.
- Specific, enforceable timelines for appointments and course postings.
- Enforceable fees for course cancellation and base-load reductions.
- Severance and recall rights in cases of program discontinuation where no replacement courses exist.
- A union and a grievance/arbitration process for violations.

These protections are not automatic in practice: they only work if part-time faculty understand them, track their status, and act collectively through the union.

6. What you should do now

To make the most of your contractual rights under Article XIII, we strongly recommend:

1. Find out your status and semester count.
 - Confirm whether you are Probationary, Post-Probationary, or Annual (and, if Annual, whether you are a Grandparented Annual appointee).
 - Count your semesters of teaching service carefully; keep your own records rather than relying solely on the administration.
2. Know your base load (if Annual).
 - Determine how many courses/credit hours make up your base load, and from which years that number is calculated.

- Keep copies of prior appointment letters and course assignments to document your base load and teaching history.
3. Meet all appointment deadlines.
 - Monitor your email and MyDay (or successor platform) carefully.
 - Respond to appointment letters by the contract deadlines (June 15, July 15, December 22, etc.).
 - If you miss a deadline or do not receive an appointment by a required date, contact your union steward immediately.
 4. Monitor your course assignments and cancellations.
 - Check the posted tentative course lists and available unassigned courses each May 1 and November 1.
 - If your courses are cut pre-appointment, ask how the School is meeting its pre-appointment replacement obligations.
 - If a course is canceled after appointment and not replaced, make sure you receive the correct cancellation fee (15%, 30%, or 50%, depending on your status) and semester-of-service credit.
 5. Maintain union membership and pay work dues.
 - Your contractual rights are only as strong as our ability to enforce them. That requires full participation and financial support from the membership.
 - Make sure your union membership is current, and your work dues are paid so the union can file and pursue grievances, arbitrate violations, and organize collective responses to cuts.
 6. Stay in touch with your union stewards.
 - Let your steward know if:
 - You receive fewer courses than your base load.
 - Your appointment letter is late or missing.
 - A course is canceled after you have been appointed.
 - Your program is being discontinued or reorganized.
 - The sooner we know, the more effectively we can respond under Article XIII.

7. Educate yourself and your colleagues.

- Read Article XIII in full and discuss it with co-workers.
- Make sure newer faculty understand the difference between Probationary, Post-Probationary, and Annual appointments and why moving into Annual status matters for job security.
- Encourage co-workers to stay organized and to bring questions to the union rather than dealing with management alone.

7. Bottom line

While this is a painful and destabilizing moment for the entire New School community, unionized part-time faculty are not in the same position as full-time and “at-will” employees whose jobs can be cut with little or no protection. Article XIII gives you defined rights to appointment procedures, base loads, replacement courses, cancellation fees, severance, and recall.

Those rights are only real if you:

- **Know your status and base load,**
- **Meet contractual deadlines,**
- **Keep careful records,**
- **Stay current in your union membership and dues, and**
- **Stay in regular contact with your union stewards.**

If you have questions about your status, base load, recent course reductions, or how Article XIII applies to your situation, please contact your union steward or the union office as soon as possible.