

## **ARTICLE XX - APPOINTMENT AND PROMOTION**

### **A. Introduction**

The provisions of this Article XX shall not apply to any person holding an appointment to a part-time position in the bargaining unit at a University other than a salaried part-time faculty position at the Massachusetts College of Art and Design or the three (3) salaried part-time faculty in the English Department at Salem State University, except that Sections C(5), C(7), C(9), C(11), I, K, L and M of this Article XX shall apply to any person holding an appointment as a Clinical Nursing Instructor.

Contracts for non-tenured faculty and librarians are term agreements subject to annual renewal after the completion of the established evaluation period.

For the purpose of this Agreement, a degree, including a terminal degree, shall be deemed to have been secured whenever the candidate for the degree has successfully completed all of the academic work required for it and the institution by which the degree will be awarded has acknowledged the same in some official writing. If the conditions just described shall have been fulfilled, a member of the bargaining unit shall be deemed to have secured a degree hereunder even if the ceremonial event at which the degree will be formally conferred has yet to occur.

With regard to promotion, full-time teaching or library experience and full-time employment in rank in this Article include time on paid leave as well as time on unpaid leave, but only if during such unpaid leave the unit member performs full-time teaching or library service at the relevant rank as described in the applicable section of this Article. Unpaid leave of less than the equivalent of one semester (for faculty) or the equivalent of less than one half of a work year (for librarians) shall not be deducted from full-time experience or full-time employment in rank in this Article XX.

No Board shall impose or use any quotas by rank and no quota shall govern the eligibility for promotion of any member of the bargaining unit. A higher order of quality may be demanded for promotion to each higher academic or library rank.

### **B. Appointment and Promotion of Faculty**

Faculty members may be appointed initially at any rank in keeping with the following requirements of this Section B. These requirements apply to faculty members in the State Universities other than to those who are Professional Maritime Faculty at the Massachusetts Maritime Academy; the requirements of application to Professional Maritime Faculty being set out in Article XX-A of this Agreement. Exceptions to these requirements may be made for sound academic reasons in certain specialized areas and under other special circumstances with the approval of the Board of Trustees. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In considering candidates for exceptional appointments or promotions, the Board of Trustees or the President, as provided for in Article VIII, shall pay due regard in the alternative to: (a) evidence of the ability of the candidate to render a unique academic

contribution to the University, (b) evidence of a candidate's extraordinary competence in the area of his/her discipline or specialty or (c) evidence that the discipline or specialty of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

## 1. Requirements

Faculty members who, when hired, possess a terminal degree effective on or before the date of appointment shall be appointed above the rank of Instructor. The University may appoint a faculty member at a rank above Instructor in anticipation of completion of the faculty member's terminal degree by the date of appointment or by the end of their first year of appointment, in which case completion of the faculty member's terminal degree shall be a term of employment.

### a. Instructor

- i. a Master's degree from an accredited institution in the academic or professional discipline to be taught;
- ii. understanding of the teaching and advising processes and the application of teaching and advising strategies in the university setting;
- iii. demonstrated potential to fulfill the applicable evaluation criteria; and
- iv. for faculty appointed to teach courses in a professional area, two (2) years of appropriate professional experience.

### b. Assistant Professor

- i. in the case of any person first appointed to a position as a member of the faculty in a State University prior to September 1, 1988, a Master's degree together with thirty (30) hours of graduate credits from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;
- ii. in the case of any person first appointed to a position as a member of the faculty in a State University on or after September 1, 1988, a terminal degree from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;
- iii. understanding of the teaching and advising processes and the application of teaching and advising strategies in the university setting; and

- iv. in the case of a promotion, meritorious performance as demonstrated by the candidate's evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

c. Associate Professor

- i. a terminal degree from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;
- ii. six (6) years of full-time experience in teaching, at least three (3) of which must have been at an accredited two-year or four-year college or university; and
- iii. in the case of a promotion, not less than three (3) years of full-time employment at the rank of Assistant Professor (or higher) at an accredited four-year college or university and meritorious performance as demonstrated by the candidate's evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

d. Professor

- i. a terminal degree from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;
- ii. eight (8) years of full-time experience in teaching, at least five (5) of which must have been at an accredited two-year or four-year college or university; and
- iv. in the case of a promotion, not less than four (4) years of full-time employment at the rank of Associate Professor (or higher) at an accredited four-year college or university and meritorious performance as demonstrated by the candidate's evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

2. Application of the Criteria for Promotion

No member of the faculty shall be a candidate for promotion to any academic rank unless, on or before September 1 of the academic year during which he/she is to be evaluated for promotion, he/she shall have fulfilled the criteria (including time requirements), including, where appropriate, any applicable criteria set forth in the first paragraph of this Section B, that govern promotion to such rank.

### 3. Promotion of Certain Instructors

A member of the faculty who holds an appointment at the rank of Instructor and who is awarded a terminal degree shall, upon the University's being given notice thereof and confirming the same, be granted, with effect on the ensuing September 1, a promotion to the rank of Assistant Professor without its being required that he/she be evaluated for such promotion pursuant to Article VIII.

## C. Appointment Procedures and Terms for Faculty

### 1. Appointments at the Rank of Instructor

Instructors will ordinarily be appointed to successive one (1)-year term contracts and shall be entitled to receive such notice of the non-renewal of any such contract as is provided for in Section F below. **Instructors may be initially appointed in anticipation of completion of a terminal degree during their initial contract; completion of a terminal degree shall be a term of employment and failure to complete a terminal degree may provide an exclusive basis for non-renewal, which shall be communicated by May 31 and not subject to Section F below. Such a faculty member shall not receive a terminal contract.** No faculty member will remain in the rank of Instructor more than five (5) years; prior to the beginning of his/her fifth (5th) year, an Instructor will be given written notice that:

- a. he/she is to be promoted to the rank of Assistant Professor at the beginning of the next year; or
- b. he/she is beginning a terminal one (1)-year appointment.

### 2. Initial Appointments at the Rank of Assistant Professor

Persons initially appointed at the rank of Assistant Professor may be given initial appointments, without tenure, of one (1), two (2) or three (3) years. **Persons initially appointed to the rank of Assistant Professor may be appointed in anticipation of completion of a terminal degree during their initial contract; completion of a terminal degree shall be a term of employment and failure to complete the terminal degree may provide an exclusive basis for non-renewal, which shall be communicated by May 31 and not subject to Section F below.**

Such a faculty member shall not receive a terminal contract. Those initially appointed at the rank of Assistant Professor may not be employed beyond six (6) consecutive years as a full-time faculty member, exclusive of a terminal year, without gaining tenure.

### 3. Initial Appointments at the Rank of Associate Professor or Professor

Subject to the provisions of Article IX, persons initially appointed at the rank of Associate Professor or Professor may be appointed for an initial one (1), two (2) or three (3) year term without tenure, or may be appointed initially with tenure. No person initially so employed may serve more than three (3) years as a faculty member, exclusive of a terminal year, without gaining tenure.

### 4. Visiting Professors

Persons appointed as Visiting Professors shall be employed for a specific period of time and shall not attain tenure.

### 5. Statement of Conditions of Employment

Precise conditions of employment, including the university's decision, at its discretion, to appoint a unit member for two successive semesters subject to conditions the university may determine shall be stated in writing and a copy of the Uniform Letter of Appointment (Appendix N-1, N-2 or N-6) shall be provided to the appointee and the Chapter President.

### 6. Temporary Appointments

Anything in this Agreement to the contrary notwithstanding, the Board may grant to any person, and at any academic rank, an appointment known as a temporary appointment. No such temporary appointment shall be for a period in excess of six (6) consecutive semesters. Every such temporary appointment shall be made in writing and shall terminate on a date that shall be stated therein. Anything in this Agreement to the contrary notwithstanding, such statement of the date of such termination shall be deemed to be due and timely notice of the termination of such appointment, and such termination shall have effect on the date so stated.

Anything in this Agreement to the contrary notwithstanding, any person or persons who shall have been granted a temporary appointment of one (1) semester duration pursuant to this provision shall not, during the term of such appointment, be required to be evaluated pursuant to Article VIII of this Agreement; provided, however, that the provisions of Article VIII may be applied to such person if the Board and such person mutually so agree; and provided further that any such application of the provisions of Article VIII shall not be deemed to alter any of the terms or conditions of any temporary appointment that shall have been granted to such person.

Anything in this Agreement to the contrary notwithstanding, every person or persons who shall have been granted a temporary appointment in excess of one (1) semester in duration, shall be evaluated pursuant to the provisions of Article VIII of this Agreement; provided, however, that any such application of the provisions of Article VIII shall not be deemed to alter any of the terms or conditions of any temporary appointment that shall have been granted to such person.

No person granted a temporary appointment hereunder shall be eligible to be considered for tenure, and no person who shall have held a temporary appointment hereunder for six (6) consecutive semesters shall be granted another temporary appointment hereunder unless at least one (1) semester (during which such person may be granted a part-time appointment) shall have elapsed between the former such appointment and the latter.

Prior to making any temporary appointment hereunder, the Vice President shall meet with the Chapter President for the purpose of discussing the reasons therefor.

No person who is a member of the bargaining unit by reason of the fact that he/she holds a temporary appointment of the kind described in this subsection 6 shall be entitled to vote in any election conducted pursuant to the provisions of Article VI or Article VIII of this Agreement.

#### 7. Applications for Vacant Positions: Existing Unit Members

Whenever any member of the bargaining unit, including, for the purposes of this subsection 7, any librarian, shall apply to be a candidate for any vacant position within the bargaining unit at any State University, such member of the bargaining unit shall be given added consideration as a candidate for such position; provided, however, that such added consideration shall be so given only if such member of the bargaining unit is not, by training and/or experience, less qualified for such position than the most qualified among all the applicants therefor.

Whenever any member of the bargaining unit, including, for the purposes of this subsection 7, any librarian, shall apply to be a candidate for any vacant position within the bargaining unit at any State University, such person's name shall be included on the list of candidates submitted to the President of such University by any screening or like committee, including any such committee constituted pursuant to Section I of Article VI of this Agreement; provided, however, that such person's name need not be so included unless he/she has the minimum advertised qualifications for the position for which he/she is a candidate; and provided further that nothing in this paragraph shall be deemed to abridge any right conferred by the foregoing paragraph.

Whenever any member of the bargaining unit, having applied as such for a vacant position in the bargaining unit, shall have been appointed to such position, his/her appointment shall be governed by subsection 9 of this Section C. No appointment

made pursuant to this paragraph shall be deemed to be a transfer for the purposes of Article X of this Agreement.

8. Candidacies for Tenure: Limitations

No member of the bargaining unit shall be a candidate for tenure more than once and, if denied tenure on the occasion of such candidacy, shall thereupon be granted a final appointment for the period of the ensuing academic year; provided only that nothing in this subsection 8 shall bar a member of the bargaining unit from being a candidate for tenure on more than a single occasion if a candidacy for tenure subsequent to the first such candidacy occurs in the circumstances described in the following subsection 9(b).

9. Appointments to Vacant Positions: Existing Unit Members

Whenever any member of the bargaining unit to whom the provisions of subsection 7 apply seeks a different appointment at either the University where he/she then holds an appointment or at another University, he/she, if granted the appointment so sought, shall be granted the appointment, as he/she and the University shall then agree, either as a transfer (a "Transfer") or as a new, initial appointment (an "Appointment"). The terms upon which a Transfer and an Appointment shall be made are the following:

- a. Transfer. Any such member of the bargaining unit who is granted and accepts an appointment as a Transfer shall, as a term of such appointment, retain such academic rank (including, in the case of a librarian, such rank as a librarian), such salary, such entitlement to tenure (including, in the case of any member of the bargaining unit who does not hold tenure, any eligibility to be considered therefor), such accrued eligibility to be considered for sabbatical leave, if any, and such accrued sick leave and vacation as such member of the bargaining unit has at the State University where he/she is employed on the date immediately prior to the date on which such appointment takes effect.
- b. Appointment. Any such member of the bargaining unit who is granted and accepts an appointment as an Appointment shall, as a term of such appointment, retain such accrued sick leave, if any, and such accrued eligibility to be considered for sabbatical leave, if any, as such member of the bargaining unit holds at the State University where he/she is employed on the date immediately prior to the date on which such appointment takes effect; but such member of the bargaining unit shall not retain such academic rank (including, in the case of a librarian, such rank as a librarian), such salary, such accrued vacation, if any (and for all of which he/she shall be compensated in the manner required by law in respect of an employee terminating his/her employment), or such entitlement to tenure (including, in the case of any member of the bargaining unit who does not hold tenure, any eligibility to be considered therefor) as he/she

has at the State University where he/she is employed on the date immediately prior to the date on which such appointment takes effect; and every such member of the bargaining unit shall be accorded such academic rank and salary as the University granting the appointment as an Appointment determines, and, anything in Section A(3) of Article IX or Section C(8) of this Article to the contrary notwithstanding, every such member of the bargaining unit shall have such entitlement, then and thereafter, to be considered for tenure as the Agreement otherwise confers.

Neither an Appointment nor a Transfer shall deprive a member of the bargaining unit of any then-accrued seniority.

#### 10. Part-time Appointments: Limitations

This subsection shall be of application only to departments with six (6) or more full-time members.

Except at the Massachusetts College of Art and Design, not more than fifteen percent (15%) of an academic department's total number of three (3)-credit and four (4)-credit courses and sections assigned to the department shall be taught by part-time employees during an academic year.

At the Massachusetts College of Art and Design, not more than twenty percent (20%) of the total number of three (3)-credit courses assigned to departments with six (6) or more full-time faculty shall be taught by part-time employees during an academic year.

Not included in the foregoing are courses or sections taught by part-time employees hired to replace unit members on any leave of absence; on reduced teaching loads for the purposes of alternative professional responsibilities, Association release time or any other contractual released time; or any unforeseen emergency.

#### 11. Part-time Clinical Nursing Instructors

A part-time Clinical Nursing Instructor shall hold the degree of Master of Science in Nursing (M.S.N.) or other appropriate Master's degree and shall have and keep current a license as a registered nurse (R.N.) in Massachusetts. No person holding a doctoral degree in nursing shall be eligible for initial appointment as a Clinical Nursing Instructor.

Part-time Clinical Nursing Instructors shall be granted renewable appointments of not less than one (1) year's nor more than three (3) years' duration.