

## **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), D, J, L, M and N 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.

### **D. APPOINTMENT FOR PART-TIME FACULTY**

Following two (2) semesters of employment a Part-time Faculty member shall receive a two (2) year appointment with equal to or greater than the number of credit hours taught in the prior academic year. This two-year appointment will be renewed for the same credit hours or more as in their prior academic year, unless members receive notice of non-renewal.

If a University is unable to fulfill a Part-time Faculty member's contract through the assignment of courses, the Vice President of Academic Affairs will assign duties as an Alternative Professional Responsibilities to fulfill the contract.

By March 15th of the first Academic Year of a two-year contract, Part-time faculty members shall receive notice if their two-year contract will not be renewed or will be renewed with lower credit hours following the expiration of their two-

year contract. If faculty do not receive notice of a non-renewal of their contract by March 15 of the first-year of their contract, their contract will be automatically renewed at the same number of credit hours as their current contract.

In the event that Part-time Faculty receive notice of a non-renewal, they will complete the remaining work on their contract. In the event that part-time faculty receive a contract with lower credit hours, that change will not take effect until the expiration of their current contract.

Nothing in this section shall prohibit Part-time Faculty from being offered additional credit hours beyond what was established in their appointment contract.

E. APPOINTMENT AND PROMOTION OF LIBRARIANS

F. APPOINTMENT PROCEDURES AND TERMS FOR LIBRARIANS

G. NOTICE OF NON-RENEWAL

H. ELIGIBILITY FOR PROMOTION

1. Eligibility for promotion shall be based on:
  - a. fulfillment of the minimum requirements set forth by rank in, as appropriate, Section B or D above;
  - b. meritorious performance as demonstrated by the evaluations of the candidate conducted in accordance with the provisions of Article VIII; and
  - c. recommendations made in accordance with the procedures contained in Article VIII.
2. Promotions of faculty and librarians shall take effect on September 1 of each year.

I. MISCELLANEOUS PROVISIONS

This Section H is intentionally left blank.

J. TERMINATION OF A NON-TENURED UNIT MEMBER

K. DELETED

Section J is intentionally left blank.

L. TERMINATION OF CERTAIN PART-TIME UNIT MEMBERS ONLY FOR JUST CAUSE

M. REVIEW BY THE COMMISSIONER UPON TERMINATION FOR JUST CAUSE

N. APPOINTMENT OF ACADEMIC ADMINISTRATORS

**ARTICLE XII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS**

The engagement of each full-time member of the bargaining unit to render professional services to a State University in accordance with the provisions of this Agreement represents his/her primary professional employment. No member of the bargaining unit shall engage in any other professional activities where to do so constitutes a violation of any provision of Chapter 268A of the General Laws.

A. WORKLOAD OF FACULTY

6. Application to Part-time Faculty Members

Except as is otherwise provided for in this subsection 6, the provisions of Article XII shall be of no application to any person holding a part-time appointment other than as a salaried part-time faculty member. Sections A(1)(b), A(4), D, E, F and G of this Article XII shall be of application to part-time faculty members described in Section H(3) of Article XIII during the term of this Agreement.