

## Article 21. Non-Tenure Track (NTT) Faculty

This article, except as otherwise described within it, shall apply to all bargaining-unit members identified as non-tenure track faculty in Article 2.2.2 of this Agreement.

- 21.1 Compensation for Non-Tenure-Track Faculty: The salary minima in Article 26.4 shall apply to all full-time and, on a pro-rata basis, all part-time NTT faculty. These minima shall be effective at the time of the next competitive grant renewal for grant-funded faculty. At the time of any reappointment, an individual's rate of pay may be the same as or higher than the rate at the end of the last appointment period but may not be lower.

Course Cancellations and Course Reassignments: The University may cancel classes assigned to NTT faculty at the start of an academic semester, on the following terms:

- In the event of cancellation of a course assigned to an NTT faculty member on continuing appointment as part of his/her standard continuing-appointment load, the University is obligated to assign alternate work to replace the canceled course. The affected NTT faculty member will continue to be paid at the level of his/her continuing appointment. If alternate work is not available, the NTT faculty member will be expected to teach an additional course in a subsequent semester to make up for the reduced load.
- In the event of cancellation of a course assigned to a Lecturer, Senior Lecturer, or Senior Lecturer II who is not on continuing appointment, the University will make every effort to assign alternate work, inclusive of course reassignment from an Associate Lecturer; if alternate work cannot be found, the Lecturer's percentage of appointment will be decreased accordingly for that semester.
- In the event of cancellation of a course assigned to an Associate Lecturer, the University will have no obligation to seek or assign alternate work, and course cancellation will result in a reduction of workload for that semester.
- In the event that the Administration cancels or reassigns a course assigned to a non-continuing NTT faculty member after the first scheduled meeting of that class, the University shall pay a course cancellation fee equal to 8.0% of the scheduled compensation for that course; however, if the NTT faculty member whose course was canceled or reassigned is reassigned to teach another course before the end of the add-drop period, no such cancellation fee shall be paid.

- 21.2 Workload: Each non-tenure-track faculty member's workload shall be such that he or she can reasonably be expected to discharge the assigned responsibilities within the percentage of time specified in the individual's contract. Each three-credit course with scheduled hours of instruction for which the faculty member is the sole instructor of record shall provide at least a 25% full-time equivalent appointment per semester. Courses taught by NTT faculty during fall or spring semesters for the College of Advancing & Professional Studies shall be included in the calculation of an appointment's FTE for the purpose of accruing service credit toward eligibility for just-cause protection, for a continuing appointment, and for promotion, provided no FTE calculation shall exceed 100%.

21.3 Additional Work for Part-Time NTT Faculty: Additional bargaining unit work shall be offered, honoring departmental seniority among current part-time bargaining unit faculty whenever practicable, to current part-time bargaining unit faculty in that department who are determined by the Department Chair to be qualified to perform the additional work in question, prior to hiring non-tenure track faculty outside the bargaining unit to do the work, except as noted below. In such instances, the Department Chair shall provide advance written notice of available work, including a description of the work and the required qualifications. Interested part-time bargaining unit faculty shall submit written notice of interest to the Chair. If the work is assigned to a new appointee, rather than a current bargaining unit member, the Department Chair shall provide a written explanation to the union, upon request, of the basis on which current bargaining unit members were deemed unqualified. This provision shall not be subject to grievance except for process violations; the Department Chair's judgment of qualification shall not be subject to Article 25, Grievance Procedure. This provision shall not apply to NTT faculty with the title Associate Lecturer.

When a new NTT faculty appointee is hired on a full-time basis for the purposes of expanding or enhancing the scope of offerings in academic areas, the Department Chair may incorporate into the new appointee's workload some courses that current part-time unit members of the department/program might be qualified to teach, provided that such courses shall not comprise more than 50% of the total workload of the new appointee. In such cases, the Department Chair shall provide a written explanation to the union, upon request, of the basis for such an appointment.

21.4 Benefits for Part-Time Faculty: Faculty who are employed on a part-time basis, including those holding the title Associate Lecturer, shall be entitled to appropriate fringe benefits in accordance with state rules, regulations or statutes.

21.5 Evaluation of Non-Tenure Track Faculty: The annual evaluation of all non-tenure-track faculty shall be conducted under the terms of Article 33.

21.6 Visiting Faculty: For the duration of this Agreement, the ratio of visiting full-time faculty to full-time faculty shall not exceed the ratio of 1:25 over two consecutive semesters.

21.7 NTT Faculty Access to Resources.

21.7.1 All non-tenure track faculty members shall have access to work space, computers, and printers adequate for the performance of their assigned responsibilities. This provision shall not be subject to Article 25, Grievance Procedure.

21.7.2 A non-tenure track faculty member whose appointment has ended but whose Department Chair indicates, in writing, that the faculty member is likely to be given a new appointment that will take effect within one year of the termination of the last appointment shall be accorded, for a period of one year, all library and e-mail privileges to which they would have been entitled had their appointments not terminated.

21.8 Reappointments and Notice Periods for NTT Faculty at less than 50% FTE

21.8.1 All non-tenure track faculty members with the titles Lecturer, Senior Lecturer, and Senior Lecturer II and with appointments at less than 50% FTE, who are appointed on any funding source other than gifts, grants, and contracts and who have at least six academic years of continuous service (or who consistently have taught one semester per year for nine continuous years) and who are

not replacements for tenure system faculty members, shall be given priority for reappointment over non-bargaining unit members and shall be provided with written reasons, upon request, if they are not reappointed and an individual not previously employed by the University is appointed to their vacated position. This provision shall not apply to NTT faculty with the title Associate Lecturer, except as specified in 21.8.3.

21.8.2 Reappointment or non-reappointment notice for NTT Faculty with the titles Lecturer, Senior Lecturer, and Senior Lecturer II who are at less than 50% FTE shall be provided in accordance with the chart in article 21.9.1.b. Failure to meet the notice deadlines specified in that chart shall entitle the individual to a one-year, or one-semester in the case of those on one-semester appointments, terminal reappointment. This provision shall not apply to NTT faculty with the title Associate Lecturer, except as specified in 21.8.3. Associate Lecturers, regardless of the percentage of time of their appointments, are exempt from formal non-reappointment notice requirements, except as provided for below in 21.8.3.

### 21.8.3 NTT Faculty Who Hold Just Cause Rights From the Predecessor Agreement

NTT faculty at any percentage of time who previously held just cause rights under the predecessor Agreement but did not qualify for a continuing appointment as of 7/1/2014, shall not be exempted from Section 21.8.1 and 21.8.2 above (except that they shall not be required to have accrued six years of service,) shall be subject to the notice provisions in 21.8.2, and may not be subject to termination during the course of their contracts for arbitrary or capricious reasons; they do not have guarantee of reappointment (see MOU 1 for more information).

21.9 NTT Faculty at 50% FTE or Greater: These provisions shall apply to all non-tenure track faculty members with appointments at 50% or greater who are appointed on any funding source other than gifts, grants, and contracts. This provision shall not apply to NTT faculty with the title Associate Lecturer except as provided for below in 21.9.3.

#### 21.9.1 Appointments, Reappointments, and Notice Periods.

- (a) For their initial appointments or for their initial appointments after a break in service of more than one semester, faculty members at 50% or more FTE (exclusive of Associate Lecturers) may be appointed for a period of one semester or of one, two, or four years, at the discretion of the Chair with approval of the Dean.
- (b) Subsequent reappointments shall be as follows, at the discretion of the Dean:

### NTT Appointments at 50% - 100% FTE (exclusive of Associate Lecturers)

FOR INITIAL AND RECURRING APPOINTMENTS OF 1 SEMESTER‡:					
Initial Appointment	Notice of Reappointment or Non-reappointment	First Reappointment	Notice of Reappointment or Non-reappointment	Subsequent Reappointments	
				If the NTT will not reach the 3.0 FTE mark during the time of the expiring contract:	If the NTT will reach the 3.0 FTE mark during the time of the expiring contract:
1 semester	Before end of semester	1 semester	Before end of semester	Reappointment for 1 semester; notice before end of semester	Any reappointment would be a continuing appointment (except where 21.9.1.g applies)
FOR INITIAL APPOINTMENTS OF 1 YEAR OR MORE‡:					
Initial Appointment	Notice of Reappointment or Non-reappointment	First Reappointment	Notice of Reappointment or Non-reappointment	Subsequent Reappointments	
				If the NTT will not reach the 3.0 FTE mark during the time of the expiring contract:	If the NTT will reach the 3.0 FTE mark during the time of the expiring contract:
1 year	March 1 or at least 3 months before appointment end date*	1 year	December 15 or at least 6 months before appointment end date*	Reappointment for 2 years; notice by August 15 at the end of year one of the two-year contract.	Any reappointment would be a continuing appointment (except where 21.9.1.g applies)
2 years	December 15 or at least 6 months before appointment end date*	2 years	August 15 of 3 <sup>rd</sup> year of service or at least 12 months before appointment end date*	Reappointment for 2 years; notice by August 15 at the end of year one of the two-year contract.	
4 years	August 15 of 3 <sup>rd</sup> year of service or at least 12 months before appointment end date*	If the NTT will not reach the 3.0 FTE (or more) mark during the time of the expiring contract; reappointment for 2 years; notice by August 15 at the end of year one (of two).			
<p>* Note notice deadline variations specified in paragraphs c, d, e, and f below.</p> <p>‡ Appointments are made by numbers of academic semesters/years, but the calculation of service credit toward eligibility for continuing appointments is made in FTE years. A 50% FTE appointment accrues service credit at only half the rate of a 100% FTE appointment. Any appointment that results in the accrual of 3 or more FTE years must be a continuing appointment.</p>					

- (c) NTT faculty in their first or second year of service at 50% or greater FTE who have a one-semester appointment (exclusive of Associate Lecturers) should receive notice of reappointment or non-reappointment no later than the end of that semester.
- (d) Individuals in their first year of service at 50% or greater FTE who have one-year appointments shall receive notice of reappointment or non-reappointment no later than March 1 of that academic year if the appointment expires at the end of the academic year; or, if the initial appointment terminates during an academic year, notice at least three months before its termination.
- (e) Individuals in their second year of service at 50% or greater FTE who have one-year appointments shall receive notice of reappointment or non-reappointment no later than December 15 of that academic year if the appointment expires at the end of the academic year; or, if the appointment terminates during an academic year, notice at least six months before its termination.
- (f) Individuals in their third year of service at 50% or greater FTE who have received contracts on the 1-1-2 pattern identified in the chart above shall receive notice of reappointment or non-reappointment no later than August 15 of that academic year if the appointment expires at the end of the academic year; or, if the appointment terminates during an academic year, notice at least 12 months before its termination.
- (g) Failure to meet the notice deadlines specified in paragraphs c, d, e, or f above shall entitle the individual to a one-year, or one-semester in the case of those on one-semester appointments, terminal reappointment.
- (h) Reappointments before continuing appointment is achieved shall be at the discretion of the Dean with the recommendation of the Chair, who shall consider such factors as performance, need for the individual's services, and availability of funding. Non-reappointment during this same time period shall not be grievable. Any reappointment made after the faculty member reaches the 3.0 FTE years of service mark shall be a continuing appointment as specified in Section 21.9.2 below except where 21.9.g applies.
- (i) The Administration will amend appointment and reappointment forms for NTT faculty members to solicit their declaration of any appointments they may have in more than one academic unit and to advise them of their responsibility to notify the Chair of other faculty appointments. A faculty member who fails to report such additional appointments shall be precluded from including said additional appointments toward eligibility for a continuing appointment or just cause protections.

21.9.2 Continuing Appointments. See also MOU 1. Notice of non-reappointment before continuing appointment is achieved shall be at the Dean's discretion and shall not be grievable. Upon completion of three years of continuous full-time-equivalent service at 50% time or more, with no more than two (2) semesters at less than half time and no break in service (as defined in Art. 21.1.1) greater than one semester, NTT faculty shall be reappointed to continuing appointments without a termination date except under the following circumstances:

- (a) Just cause exists for termination or non-reappointment.
- (b) The Dean determines that the work performed by the individual will not be performed in the college/school by a non-tenure track faculty member.
- (c) The Administration gives a faculty member written notice of non-reappointment in accordance with the chart in 21.9.1. Full-time non-tenure track faculty members on one-semester appointments shall be deemed to have met the three-year service threshold after six

semesters of appointments during which there are no breaks in service of more than one semester at a time.

The terms of Article 21.9.2 shall not apply to spousal appointments that are effective on or after September 1, 2009, to whom this provision shall apply after six rather than three years of continuous full-time equivalent service.

### 21.9.3 Termination for just cause.

Just Cause: Just cause for dismissal will be related to the fitness of the faculty member in his or her professional capacity, and may include, but not be limited to, demonstrated substantial and manifest neglect of duty or failure to perform one's duty, severely inadequate performance, or egregious misconduct that substantially impairs the individual's fulfillment of his or her institutional responsibilities. In all cases of substandard performance, the University will make attempts at remediation prior to invoking dismissal procedures. Dismissal procedures will not be used to restrain faculty members in the exercise of their academic freedom, or in the exercise of any other rights they possess as members of society. If the effective date of the dismissal for cause of an individual in his or her first, second, or third year of service is prior to the expiration date of his or her appointment, and in all cases of dismissal for cause involving those on continuing appointments or those with just cause rights as enumerated in 21.8.3, the individual shall be entitled to due process prior to dismissal. During the consideration of dismissal for cause, the individual shall continue to receive his or her full salary. If in the judgment of the Administration the continued service of the individual would do serious harm to the University, the individual may be relieved of duties. In all cases of dismissal for cause, the procedures outlined in Article 21.12 shall be followed.

### 21.9.4 Layoff of NTT Faculty with Continuing Appointments

- (a) Reduction or Elimination of Work. Any individual who has a continuing appointment may be laid off if the Dean determines that the work performed by the individual is being eliminated, reduced, or reassigned to a tenure-stream faculty member. In such cases, the individual shall be entitled to notice at least one year prior to the effective date of the layoff. Written reasons for the layoff shall be provided to the individual and to the Union. Such a layoff shall not be deemed retrenchment under Article 22, and none of the terms of that article shall apply. The work being done by the individual identified for layoff may continue, provided the remaining work is less than 50 percent FTE, and be performed at a reduced level by remaining non-tenure-track faculty members if those remaining faculty members are qualified to perform that work and have greater seniority or if their additional duties are outside the qualifications of the terminated non-tenure-track faculty member.
- (b) Order of Layoff. If the Administration decides to reduce the number of half-time or greater non-tenure track faculty members appointed on sources of funds other than gifts, grants, or contracts within a department or program, seniority shall determine the order of termination among individuals whose duties and responsibilities and expertise are, in the judgment of the Administration, substantially the same. Seniority shall be defined as the number of full-time equivalent years of service as an Associate Lecturer, Lecturer, Lecturer I, Lecturer II, Senior Lecturer, Senior Lecturer II, Assistant Professor, Associate Professor, Professor, Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor, Clinical Instructor, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Research Assistant Professor, Research Associate Professor, Research Professor, or in positions,

excluding student employment, with duties and responsibilities substantially the same as those commonly performed by the holders of these titles.

Continuity of service shall not be deemed broken by periods of authorized leave, and seniority shall continue to accrue during such periods of authorized leave. Continuity of service shall not be deemed broken by an individual's period of layoff, but additional seniority shall not accrue during such periods of layoff. Service that is followed by a break in service of more than five years shall not be included in the calculation of seniority, and service that is followed by a break in service of two or more semesters shall not be included in the calculation of eligibility for continuing appointment.

- (c) Replacement of Senior Lecturers. Replacement of a Senior Lecturer by a tenure track faculty member shall require a written rationale from the Department Chair, provided to the individual at the time of notice, and the approval of the Dean and Provost, and shall not be instituted for arbitrary or capricious reasons. Replacement of a Senior Lecturer II by a tenure track faculty member shall occur only in exceptional circumstances, with a written rationale from the Department Chair, provided to the individual at the time of notice, and approval of the Dean and Provost, and shall not be instituted for arbitrary or capricious reasons.
- (d) Recall After Layoff. Any individual who has a continuing appointment and has been laid off for any reason except for cause shall, upon request, have his/her name placed on a recall list for a period of three years from the date of layoff. Qualified individuals whose names are on the recall list shall be given an opportunity, in inverse order of layoff within the department or program, to be reinstated to available positions in their department or program for which, in the view of the Department Chair, they are qualified. Any individual who refuses such an employment opportunity shall be removed from the list. Any offer of employment pursuant to this section must be accepted within fourteen (14) days after the date of receipt of the offer. All individuals on the recall list shall be regularly sent bargaining unit position vacancy announcements. For this purpose, it shall be the responsibility of non-tenure track faculty members to use the University's online self-service administration to record their current addresses.
- (e) Retrenchment. At any time during an individual's service, the individual may be subject to retrenchment in accordance with the provisions of Article 22 of the Agreement. In such cases, the notice provisions and all other terms of that article shall apply, anything above to the contrary notwithstanding.

## 21.10 Provisions Specific to Lecturer Titles.

21.10.1 Progressive Lecturer Titles. The progressive ranks of non-tenure track faculty shall be: Lecturer, Senior Lecturer, and Senior Lecturer II.

### 21.10.2 Progression in ranks.

- (a) Lecturers who have completed six years of full time equivalent service are eligible for promotion to Senior Lecturer.
- (b) Senior Lecturers who have completed six years of full time equivalent service in that title are eligible for promotion to Senior Lecturer II.
- (c) Associate Lecturer: Additionally, the Boston campus may use the title Associate Lecturer, which shall not be a rank among the progressive ranks of other Lecturer titles.

1. Associate Lecturers will normally be appointed at less than 50% FTE on an as-needed basis to temporarily replace faculty who are on leave or who have temporary or indefinite release from some teaching duties; to fulfill instructional needs where the scope and duration of those needs are uncertain or are known to be of limited duration; or to fulfill highly specialized and occasional instructional needs. Associate Lecturers may be appointed from outside the bargaining unit only after the provisions of 21.3 concerning "Additional Work for Part-Time NTT Faculty" have been fulfilled.
2. Associate Lecturers may be appointed at greater than 50% time to meet departmental instructional needs, whether upon original hire or upon reappointment, as long as the provisions of 21.3 concerning "Additional Work for Part-Time NTT Faculty" have been fulfilled. Temporary increases in FTE of this type will not result in a change in title or rate of pay.
3. In such case as an Associate Lecturer has served at 50% FTE or higher for four consecutive semesters, his/her title shall be converted to Lecturer, and effective as of the date of that conversion he/she shall receive a salary increase to the applicable salary floor for Lecturers (unless his/her salary already exceeds that floor). The four semesters of continuous service at 50% or greater in the title of Associate Lecturer that lead to this conversion shall be counted toward the faculty member's eligibility for continuing appointment. All service in the title of Associate Lecturer shall be counted toward the faculty member's eligibility for promotion to Senior Lecturer, with the stipulation that an Associate Lecturer converted to Lecturer shall not be eligible for the title of Senior Lecturer without at least three years of full-time equivalent service in the rank of Lecturer.

Given that the benchmark for these conversions from Associate Lecturer to Lecturer, as originally bargained and announced to the campus by Memorandum of Agreement, was 6 semesters of service at 50% time or greater, the conversions will be implemented in accordance with the following schedule:

- Any Associate Lecturer who has served at 50% FTE or higher for six (6) consecutive semesters as of the end of the Spring 2017 semester shall convert to Lecturer effective 9/1/2017;
- Any Associate Lecturer who has served at 50% or higher for four (4) or more consecutive semesters as of the end of the Fall 2017 semester shall convert to Lecturer effective 1/28/2018.

21.10.3 Boston Title Conversions. The conversion of titles for Boston faculty with Lecturer titles is intended to achieve common titles for both campuses and shall not be used for any other purpose (such as reducing any individual faculty member's typical workload).

- (a) Effective July 1, 2014, any faculty member on the Boston campus with the title Lecturer and paid on a per-course basis under the predecessor contract shall have the title Associate Lecturer;
- (b) Effective July 1, 2014, any faculty member on the Boston campus with the title Lecturer I shall have the title Lecturer;
- (c) Effective July 1, 2014, any faculty member on the Boston campus with the title Lecturer II shall have the title Senior Lecturer. NTT's auto-converted from Lecturer II to Senior Lecturer shall be grandfathered with regard to eligibility criteria for promotion to Senior Lecturer II: i.e., they shall become eligible for that promotion after completing ten calendar years of

service, per the previous Boston contract , rather than after 6 FTE years of service (per this contract).

- (d) Effective July 1, 2014, any faculty member on the Boston campus with the title Senior Lecturer shall have the title Senior Lecturer II.
- (e) Any NTT faculty who, under the terms of the predecessor agreement, came due for advancement to a new title as of the start of the Spring 2015 semester shall auto-convert on the basis of the title merited as of January 27, 2015.

21.10.4 Eligibility for promotion. All Lecturers with at least six years of full-time-equivalent service as a Lecturer, Lecturer II, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Instructors, or in a position on the Amherst or Boston campuses, excluding student employment, with duties and responsibilities substantially the same as Lecturer, will be eligible for consideration for promotion to the rank of Senior Lecturer. See also MOU 7. All Senior Lecturers with at least six years of full-time-equivalent service as a Senior Lecturer or in a position on the Amherst or Boston campuses, excluding student employment, with duties and responsibilities substantially the same as Senior Lecturers, will be eligible for consideration for promotion to the rank of Senior Lecturer II. As specified in 21.10.2(c), an Associate Lecturer shall not be eligible for the title of Senior Lecturer without at least three years of full-time equivalent service in the rank of Lecturer.

21.10.5 Promotion Standards and Criteria: In addition to having accrued the necessary service credit, a candidate for promotion to Senior Lecturer or Senior Lecturer II must demonstrate evidence of:

- (a) Meritorious performance in the area(s) of the candidate's responsibility
- (b) Promise of continuing professional development and achievement

21.10.6 Review Process: Candidates for promotion to the rank of Senior Lecturer or Senior Lecturer II shall follow this review process:

- (a) Candidates who believe they are eligible to apply for promotion consult with the Department Chair to confirm eligibility.
- (b) The candidate assembles a portfolio of accomplishments in his/her area(s) of responsibility, including a personal statement, a current curriculum vitae, and all other materials that he or she believes will be essential to an adequate consideration of the case and submits the portfolio to his/her Department Chair.
- (c) If the candidate wishes to include in the portfolio letters of evaluation from scholars or professionals in other University departments or from outside the University, he/she supplies a list of such evaluators to the Department Chair with the portfolio. The Chair solicits evaluations from the individuals suggested by the candidate and may solicit evaluations from other relevant scholars and professionals.
- (d) The Department Chair adds to the file all available evaluations of teaching effectiveness.
- (e) The Department Personnel Committee reviews the portfolio and forwards its vote and recommendation to the Department Chair, simultaneously sending a copy to the candidate.
- (f) The Department Chair reviews the portfolio and forwards his/her recommendation to the relevant college review committee (as described in paragraph 21.10.6(g) below), simultaneously sending a copy to the candidate.
- (g) College Review Committees shall be constituted as follows: the relevant standing College Personnel Committee, expanded by one or two senior lecturers, selected in accordance with the normal process for populating the CPC. These committees review the portfolio and forward their votes and recommendations to the Dean, simultaneously sending a copy to the candidate.

- (h) The Dean reviews the portfolio and forwards his/her recommendation to the Provost, simultaneously sending a copy to the candidate.
- (i) The Provost reviews the portfolio and informs the candidate and all previous levels of review of his/her decision.

21.10.7 Timing: The candidate may submit his/her portfolio no later than the first day of the spring semester of the academic year in which he or she has accrued or will accrue the equivalent of six years of full-time service in his/her current rank. The review process will be conducted during the spring semester of that academic year; resulting promotions will be effective on the following September 1<sup>st</sup>. The candidate will be notified of the Provost's decision no later than August 15 of the summer after the academic year in which the review takes place. In the exceptional circumstance that an unanticipated change to an NTT's expected spring workload results in a delay in his/her reaching the equivalent of six years of full-time service, the promotion review will be deferred to the following spring

21.10.8 Effective Date of Promotion: The promotion of a successful candidate will take effect on September 1 of the academic year following the Provost's decision.

21.11 Continuity of Service and Seniority. Continuity of service and accrual of seniority shall not be deemed broken by:

- (1) Periods of authorized leave.
- (2) For faculty without benefits, absences of four or fewer consecutive semesters for reasons that would meet the qualifications for family leave under the Family Medical Leave Act.
- (3) Periods of three consecutive semesters without appointments due to unavailability of work as determined by the Administration.
- (4) Absence of four or fewer consecutive semesters for the purpose of professional development as recommended by the Department Chair and approved by the Dean.
- (5) Periods of layoff, but additional seniority shall not accrue during such periods of layoff.

Service that is followed by a break in service of more than five years shall not be included in the calculation of seniority, and service that is followed by a break in service of two or more semesters shall not be included in the calculation of eligibility for continuing appointment.

21.12 Suspension and Dismissal for Disciplinary Reasons

21.12.1 The provisions contained in Article 18, Sections 18.1 through 18.5 shall apply to non-tenure system faculty members.

21.12.2 Except for serious misconduct, progressive discipline shall ordinarily be applied which may include specific attempts to remediate conduct or performance, as well as measures such as reprimand, censure, or suspension.

21.12.3 Notwithstanding the provisions contained in the Dismissal Hearing Procedures section of Article 18.5, whenever the University seeks to suspend or dismiss a non-tenure system faculty member, the following procedures shall apply:

21.12.4 Suspension and Dismissal Hearing Procedures. These procedures shall apply to all instances where suspension or dismissal of a non-tenure system faculty member is being considered except those

covered by the "Policy on Responsible Conduct of Research and Scholarly Activities"<sup>1</sup> as implemented by the two campuses' established written procedures; and by the "University of Massachusetts Sexual Harassment Policy" (T92-037)<sup>2</sup> as implemented by the two campuses' established written procedures.

- (a) Initiation of the Process. The appropriate academic Department Chair shall initiate the suspension/dismissal process.
- (b) Informal Resolution Process. Prior to the filing of formal charges, the University and the Union shall make every effort to resolve or remediate the matter informally. Such informal efforts could include the faculty member, the Union, the academic Department Chair, the Departmental Personnel Committee (or a sub-committee thereof), the Dean, and/or the Provost or designee(s). Informal efforts to resolve the matter shall not extend beyond thirty days without the written agreement of the faculty member and the academic Department Chair.
- (c) Filing of Formal Charges. If informal efforts to resolve the matter are not successful, the academic Department Chair may file formal charges and a recommendation for suspension/dismissal. The written notice shall be given within ninety days after the University becomes aware of the matters giving rise to the charge, or of the latest incidence of a recurring or persistent problem, but this period may be extended for an additional thirty days in order to conduct the informal resolution process. Such charges and recommendations shall be filed with the appropriate Dean with copies to the faculty member and the Union and shall include:
  - (1) A detailed statement of the charges, with reasonable particularity;
  - (2) As to each charge, the names of the witnesses, insofar as known, who will testify in support of the specific allegations; and
  - (3) Insofar as known, the documentary evidence that will be presented.

The faculty member may file a response with the appropriate Dean with copies to the academic Department Chair and the Union. Any response shall become part of the record. Any written charges or responses may be amended upon the discovery of additional information.
- (d) Hearing and Recommendation.
  - (1) The appropriate Dean shall convene the Departmental Personnel Committee (or a sub-committee as determined by the Departmental Personnel Committee), or where one does not exist an ad hoc committee (hereafter referred to as the Hearing Panel), for the purpose of conducting a hearing and rendering a recommendation for disposition of the charges.
  - (2) The Hearing Panel shall designate a Chair.
  - (3) The Hearing Panel shall conduct a hearing in accordance with the following:
    - a. The faculty member may be represented by the Union or other academic or personal representative, and the academic Department Chair may be represented by another University academic or administrative officer. Neither party shall be represented by an attorney unless the charge includes allegations of criminal conduct.
    - b. The academic Department Chair has the burden of proof.

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<sup>2</sup> [https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/personnel/Sexual\\_Harrassment\\_8-4-08.pdf](https://www.umassp.edu/sites/umassp.edu/files/content/policies/board/personnel/Sexual_Harrassment_8-4-08.pdf)

- c. The faculty member and the academic Department Chair and their representatives shall have the opportunity to make opening and closing statements, to examine and cross-examine witness, and to introduce documentary evidence. Members of the Hearing Panel may also question witnesses and may limit the amount of time permitted for each of these activities.
  - d. With appropriate notice to all parties, the Hearing Panel may call its own witnesses, who may be cross-examined by the faculty member and the academic Department Chair or their representatives.
  - e. The Hearing Panel shall not be bound by the rules of evidence
  - f. Following the hearing, the Hearing Panel shall file written findings of fact and a recommendation for disposition with the appropriate College Personnel committee, with copies to the appropriate Dean, academic Department Chair, the faculty member, and the Union.
  - g. The appropriate College Personnel Committee shall review the findings and recommendation for disposition and, after inserting any comments, shall file the DPC's findings and recommendation for disposition with appropriate Dean, with copies to the academic Department Chair, the faculty member, and the Union.
- (e) Decision by Appropriate Dean. Upon consideration of the Hearing Panel's findings and recommendation, the appropriate Dean shall determine whether to: 1) reject the charges; 2) suspend or dismiss the faculty member; or 3) take other action, and shall, within fourteen days of receipt of the CPC's recommendation, notify the academic Department Chair, the faculty member, and Union in writing.

If the DPC has not recommended suspension or dismissal and the Dean decides to proceed, the Dean must provide compelling reason for doing so.

- (f) Appeal to Provost. The faculty member may file a written appeal to the Provost of an adverse decision by the appropriate Dean. The appeal shall be filed no later than fourteen (14) calendar days from receipt of the Dean's decision. The Provost shall render a decision in writing within fourteen (14) calendar days of receipt of the faculty member's appeal to the Dean's decision. The Provost's decision shall be final.

## MOU 7. Article 21 and Grievance Settlement

This agreement is by and between the University of Massachusetts Boston (the University) and the Faculty Staff Union/MTA/NEA (the Union) in final agreement of Article 21 (Boston) successor negotiations for the 2014 – 2017 collective bargaining and in resolution of the grievance matters cited below. The terms and conditions of Article 21 in the 2014-17 collective bargaining agreement shall apply to all bargaining unit members listed below in addition to the modifications enumerated in the current memorandum of agreement. The parties hereby agree to the following:

1. The parties agree that the following unit members shall be deemed eligible to apply for promotion to Senior Lecturer during the 2016-17 academic year:

Baba, Hiromi  
Cai, Shuang  
Gilbert, Dennis  
Norfolk, Aaron  
Odle, Clifford  
Schoenfelder, John  
Shepard Valley, Rita  
Urbanek, Valentina

2. The parties agree that the following unit members shall be offered continuing appointment status during the Fall 2016 semester:

Baba, Hiromi  
Buttaro, Terry  
D'Angelo, Janet Margaret  
Horgan, Gerard J.  
Machson-Carter, Abigail  
Rowlands, Bethann  
Swain, Daniel R  
Zhu, Jun

3. The parties agree that the unit members listed below in 3.B shall be subject to the benefit described in this agreement. Should any additional unit members not listed below be subsequently found to fit the criteria specified below, the terms and conditions of paragraph 3 of this settlement shall be applied to them. This subsection shall be subject to Article 25, Grievance Procedure.

A. NTT faculty at any percentage of time who previously held just cause rights under the predecessor Agreement but did not qualify for a continuing appointment as of 7/1/2014, and who by definition had three (3) calendar years of service preceding July 1, 2014, shall not be exempted from Section 21.8.1 and 21.8.2 of the 14-17 collective bargaining agreement (except that they shall not be required to have accrued six years of service), shall be subject to the notice provisions in 21.8.2 the 14-17 collective bargaining agreement, and may not be subject to termination during the course of their contracts for arbitrary or capricious reasons; they do not have guarantee of reappointment.

B. Almeida, Daniel Arthur

Anderson, Mark S.  
Arbouet, Rebecca  
Baldinger, Adam J.  
Bautista, Edwin Burdios  
Bender, Jennifer Ellen  
Bird, Dennis J.  
Boisvert, Katherine  
Boudreau, Daniel G  
Bradley, Arthur  
Bradley, Caitlin E.  
Butler, Shawna M.  
Casini, Matteo  
Compton, Lily Ko-Li  
Cook, Edward  
Cordill, Mary K.  
Cosgrove, Edward V.  
Curtin, Linda J.  
Danning, David M.  
Doto, Michael Anthony  
Duff, Meaghan N.  
Dwyer, Robert Paul  
Eastman, Ann Catherine  
Gibbons, Brenda Suatengco  
Greenwald, Nina L.  
Handte, Jutta  
Harvey-Rolfe, Eileen V.  
Hasenjaeger, Bryar A.  
Hershenson, David B.  
Hotz, Helenmary M.  
Ioannides, Daniela A  
Jean-Erold, Diannah Vladimir  
Koebele, Ashleigh Kayleen  
Krengel, Maxine  
Lally, Jo-Anne M.  
Lapide, Lawrence  
Lawlor, Catherine  
Losee, Heather Jane  
Ma, Huiying  
Mann, Eileen M.  
Manning, Bryan Dennis  
McElhinney, Jeanne M  
Medeiros, Steven Michael  
Meltzer, Mary-Ellen  
Meyer, Michael C.  
Mogan, Maureen  
Monteiro, Carlos E  
Montella, Sharon C  
Montoya, Gayle Patricia  
Natoli, Marco  
Offner, Carl D

O'Leary, Daniel J  
Pasto, James S.  
Pastorello, Jean  
Richardson, Lori A.  
Rickles, Janet Sharon  
Ryan, Tammie J  
Seto, Steven  
Sherman, Robin E.  
Smith, Joseph Clarence  
Tracy, Natalicia Rocha  
Trent, Susan Marie  
Vaccaro, Philip  
Wallace, Margaret  
Winsor, Roxanne K.