

April 2014

Article XXI(A), Non-Tenure Track Faculty Contract (Amherst)

Holly Lawrence

University of Massachusetts, Amherst

Follow this and additional works at: <https://thekeep.eiu.edu/jcba>



Part of the [Higher Education Commons](#), and the [Labor Relations Commons](#)

Recommended Citation

Lawrence, Holly (2014) "Article XXI(A), Non-Tenure Track Faculty Contract (Amherst)," *Journal of Collective Bargaining in the Academy*: Vol. 0, Article 29.

DOI: <https://doi.org/10.58188/1941-8043.1341>

Available at: <https://thekeep.eiu.edu/jcba/vol0/iss9/29>

This Proceedings Material is brought to you for free and open access by the Journals at The Keep. It has been accepted for inclusion in *Journal of Collective Bargaining in the Academy* by an authorized editor of The Keep. For more information, please contact tabruns@eiu.edu.

ARTICLE XXI(A)
NON-TENURE TRACK FACULTY (CONTRACT FACULTY), AMHERST

- 21A.1 Salaries: The salary minima in Article 26.13 shall apply on a pro-rata basis to part-time faculty members; these minima shall be effective September 1, 2007, for state-funded part-time faculty, at the time of the next competitive grant renewal for grant-funded part-time faculty, and at the time of the next reappointment for all other part-time faculty.
- 21A.2 Workload: Each Amherst campus part-time 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, excluding Continuing Education and distance learning courses, shall provide at least a 25% full-time equivalent appointment, and the percentage of appointment shall be consistent with past practice in the department.
- 21A.3 Benefits for Part-Time Faculty: Faculty who are employed on a part-time basis shall be entitled to appropriate fringe benefits in accordance with state rules, regulations or statutes.
- 21A.4 Evaluation of Part-time Faculty:
- (a) In conjunction with the departmental personnel committee or, where one does not exist, any other appropriate mechanism, the department chairperson/head and academic administrative officials, as appropriate, shall evaluate part-time faculty members at least once annually on an appropriate form. The form will provide an appropriate space for the evaluation of any assigned duties other than teaching.
 - (b) During the annual review of a part-time faculty member, the departmental personnel committee or, where one does not exist, any other appropriate mechanism, shall examine the part-time faculty member's or lecturer's performance in teaching, including student evaluations. Each department shall develop or adopt one or several forms appropriate to the evaluation of part-time teaching in that department, as well as procedures for the administration of student evaluations of part-time teaching.
 - (c) Upon the request of a part-time faculty member, the chair of the departmental personnel committee or the chairperson/head shall meet once with the part-time faculty member or lecturer to discuss or obtain information with regard to the individual's performance and/or the written comments already provided. Each such individual retains the right to respond in writing to any written comments by any individual or group of individuals on his/her evaluation form and to have the response affixed to the evaluation.
 - (d) Student evaluations of part-time faculty members shall be kept on file in the department or program office for a period of three (3) years.

21A.5 Long-Term Contracts for Part-Time Faculty: Where a past history in the department/program demonstrates a continuity of need, the percentage of academic year contracts for part-time faculty will be at least forty (40) percent of the total of such positions in the bargaining unit and the percentage of two year contracts for part-time faculty will be at least an additional fifteen (15) percent of the total during the term of this Agreement.

21A.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.

21A.7 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 grants and contracts.

1) Such individuals shall be eligible for appointment/reappointment according to the following schedule:

1-year appointment
1-year appointment
2-year appointment
continuing appointments thereafter

2) Individuals in their first year of service who have one-year appointments shall receive notice of reappointment or nonreappointment 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, at least three months in advance of its termination.

3) Individuals in their second year of service shall receive notice of reappointment or nonreappointment 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, at least six months in advance of its termination.

4) Individuals in their first or second year of service who have a one-semester appointment should receive notice of reappointment or nonreappointment no later than the end of that semester.

5) Failure to meet the notice deadlines specified in #2, 3, or 4 above shall entitle the individual to a one-year, or one-semester in the case of those on one-semester appointments, terminal reappointment.

6) Reappointment after the first, second, and fourth year (the latter to be determined by the end of the third year) shall be at the discretion of the dean, who shall consider such factors as performance, need for the individual's services, and availability of funding. Nonreappointment after the first, second, and fourth year shall not be grievable.

After three years of continuous full-time equivalent service, or six semesters of full-time equivalent service with no break in service of more than a semester at a time, such individuals shall be reappointed on continuing appointments without a termination date, except for just cause, if the dean determines that the work performed by the individual will continue to be performed by a non-tenure track faculty member, unless written notice of nonreappointment beyond the fourth year is provided to the non-tenure track faculty member by August 15 prior to the start of the fourth academic year if the appointment expires at the end of that year, or at least twelve months in advance of its termination if an appointment terminates during the fourth academic year. 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. This paragraph shall not apply to departmental programs in the Departments of Music and Dance and Mathematics and Statistics that are explicitly designed to bring faculty members to campus for short-term assignments, nor 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.

Replacement of a Senior Lecturer by a tenure track faculty member shall require a written rationale from the department chair/head, 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/head, 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.

- 7) 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, 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 Employer/University 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 21A.17 shall be followed.

- 8) After three years of continuous full-time equivalent service, any individual who is terminated because the dean determines that the work performed by the individual will not continue to be performed by a contract faculty member shall be entitled to notice at least one year prior to the effective date of the termination. Written reasons for the termination shall be provided to the individual and the union. Such a termination shall not be deemed retrenchment under Article 22 of the MSP Agreement, and none of the terms of that article shall apply.
- 9) 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 grants or contracts within a department or program, seniority shall determine the order of termination among individuals whose duties and responsibilities 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 a Lecturer, Lecturer II, Senior Lecturer, Senior Lecturer II, Assistant Professor, Associate Professor, Professor, Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Research Assistant Professor, Research Associate Professor, Research Professor, Extension Assistant Professor, Extension Associate Professor, Extension Professor, Instructor, 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 more than a semester shall not be included in the calculation of eligibility for continuing appointment.

- 10) After three years of continuous full-time equivalent service, any individual terminated because the dean determines that the work performed by the individual will not continue to be performed by a non-tenure track faculty member shall, upon request, have his/her name placed on a recall list for a period of three (3) years from the dates of termination. Qualified individuals whose names are on the recall list shall be given an opportunity, in inverse order of termination 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/head, 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

the non-tenure track faculty members to keep the Employer/University Administration advised of their current addresses.

11) 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.

21A.8 Reappointment of Part-time Faculty

These provisions shall apply to state-funded part-time faculty members who have at least six years of continuous service and are not replacements for tenure system faculty members. Such individuals shall ordinarily be given priority for reappointment over non-bargaining unit members and shall be provided with written reasons if they are not reappointed and an individual not previously employed by the University is appointed to their vacated position. In addition, such individuals holding at least a 50% appointment shall, if they are reappointed, be granted two-year appointments.

21A.9 Senior Lecturer:

Eligibility

All lecturers at the Amherst campus with at least six years of full-time equivalent service as a Lecturer, Lecturer II, Assistant Professor, Associate Professor, Professor, Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Instructors, or in positions, excluding student employment, with duties and responsibilities substantially the same as those commonly performed by the holders of these titles, will be eligible for consideration for promotion to the rank of Senior Lecturer. Such promotions will be effective at the beginning of the academic year following that in which the individual was reviewed for promotion.

Evaluation Standards and Criteria

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

Review Process

- a) The administration notifies the college review committee chairs and the MSP of all eligible candidates, and the department chair/head notifies candidates of their eligibility for consideration
- b) Candidate assembles a portfolio of accomplishments in his or 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 to department head/chair
- c) If candidate wishes to have letters of evaluation from scholars or professionals in other University departments or from outside the University, the candidate supplies a list of such evaluators to the department head or chair with the portfolio. The head or chair

solicits evaluations from the individuals suggested by the candidate and may solicit evaluations from other scholars and professionals.

- d) Department head/chair adds to the file any available evaluations of teaching effectiveness
- e) Department personnel committee reviews file and forwards its vote and recommendation to the department head or chair, with a copy to the candidate
- f) Department head or chair reviews file and forwards his or her vote and recommendation to the college review committee (described below), with copy to the candidate
- g) College review committee (3-5 lecturers, elected by the lecturers in the respective schools and colleges) reviews file and forwards its vote and recommendation to the dean, with a copy to the candidate
- h) Dean reviews file and forwards his or her vote and recommendation to the Provost, with a copy to the candidate
- i) Provost reviews file and informs candidate and all previous levels of review of his or her decision

Timing

The candidate will be notified of his/her eligibility for consideration no later than sixty days after the start of the fall semester of the academic year preceding that in which the individual is expected to amass the required service. The candidate will submit his or her portfolio and all other required materials no later than the first day of the spring semester of the academic year in which he or she is notified of eligibility for consideration. The review process will be conducted during the spring semester of that academic year. 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.

21A.10 Senior Lecturer II

Eligibility

All lecturers at the Amherst campus with at least seven years of full-time equivalent service as a Senior Lecturer will be eligible for consideration for promotion to the rank of Senior Lecturer II. Such promotions will be effective at the beginning of the academic year following that in which the individual was reviewed for promotion.

Evaluation Standards and Criteria

- a) Sustained meritorious performance in the area(s) of the individual's responsibility
- b) Promise of continuing professional development and achievement

Review Process

- a) The administration notifies the college review committee chairs and the MSP of all eligible candidates, and the department chair/head notifies candidates of their eligibility for consideration
- b) Candidate assembles a portfolio of accomplishments in his or 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 to department head/chair

c) If candidate wishes to have letters of evaluation from scholars or professionals in other University departments or from outside the University, the candidate supplies a list of such evaluators to the department head or chair with the portfolio. The head or chair solicits evaluations from the individuals suggested by the candidate and may solicit evaluations from other scholars and professionals.

d) Department head/chair adds to the file any available evaluations of teaching effectiveness

e) Department personnel committee reviews file and forwards its vote and recommendation to the department head or chair, with a copy to the candidate

f) Department head or chair reviews file and forwards his or her vote and recommendation to the college review committee (described below), with copy to the candidate

g) College review committee (3-5 lecturers, elected by the lecturers in the respective schools and colleges) reviews file and forwards its vote and recommendation to the dean, with a copy to the candidate

h) Dean reviews file and forwards his or her vote and recommendation to the Provost, with a copy to the candidate

i) Provost reviews file and informs candidate and all previous levels of review of his or her decision

Timing

The candidate will be notified of his/her eligibility for consideration no later than sixty days after the start of the fall semester of the academic year preceding that in which the individual is expected to amass the required service. The candidate will submit his or her portfolio and all other required materials no later than the first day of the spring semester of the academic year in which he or she is notified of eligibility for consideration. The review process will be conducted during the spring semester of that academic year. 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.

21A.11 Sections 21.4(a) and 21.4(d) shall not be grievable pursuant to Article XXV, Grievance Procedure.

21A.12 Non-tenure track faculty member whose appointments have ended but whose department heads/chairs indicate, in writing, that they are likely to be given new appointments that will take effect within one year of the termination of their 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.

21A.13 Full-time non-tenure track faculty shall continue to have access to Center for Teaching funding, including Faculty Grants for Teaching, Teaching and Learning in the Diverse Classroom awards, and Technology grants, but excluding Lilly Fellowships and PMYR support, which are specifically designated for tenure system faculty. Part-time non-tenure track faculty shall continue to have access to Center for Teaching funding for

Teaching and Learning in the Diverse Classroom awards. All non-tenure track faculty shall continue to have access to non-financial support services provided by the Center for Teaching, including such services as orientation, training, teaching portfolios, workshops, and consultation.

21A.14 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.

21A.15 A joint committee composed of equal numbers of representatives of the Amherst campus administration and the Union will be created to discuss issues related to the employment of research faculty members, including bridging between grants and ways to minimize delays in pre- and post-award grant processing in order to avoid negative impacts on salary payments and health insurance eligibility of bargaining unit members. The activities of this committee shall not be subject to Article 25, Grievance Procedure.

21A.16 Additional bargaining unit work shall be offered, according to departmental seniority among current part-time bargaining unit faculty, to current part-time bargaining unit faculty in that department who are determined by the department chair/head 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. When the department chair/head anticipates that such work will be available, he/she shall circulate notice of available work, including a description of the work and the required qualification, among current part-time bargaining unit faculty. Interested part-time bargaining unit faculty shall submit written notice of interest to the chair/head. If the work is assigned to a new appointee, rather than a current bargaining unit member, the department chair/head shall provide a written explanation to the union, upon request, of the basis on which current bargaining unit members were deemed unqualified. In no case shall this provision result in an individual's appointment for more than two years without a search. Grievability of this provision shall be limited to allegations of process violation; the department chair/head's judgment of qualification shall not be subject to Article 25, Grievance Procedure.

21A.17 Suspension and Dismissal for Disciplinary Reasons

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

(b) 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.

(c) 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:

DISMISSAL HEARING PROCEDURES

A. These procedures shall apply to all instances where suspension or dismissal of a nontenure system faculty member is being considered except those covered by the

”Procedures for Dealing with Charges of Misconduct in Research and Scholarly Activities at the University of Massachusetts Amherst (Trustee Document T91-035A) and the “University of Massachusetts Amherst Sexual Harassment Policy.”

B. Suspension/Dismissal Procedures

1. Initiation of the Process

The appropriate academic department chair/head shall initiate the suspension/dismissal process.

2. 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/head, 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/head.

3. Filing of Formal Charges

If informal efforts to resolve the matter are not successful, the academic department chair/head 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:

- a) a detailed statement of the charges, with reasonable particularity;
- b) as to each charge, the names of the witnesses, insofar as known, who will testify in support of the specific allegations; and
- c) 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/head 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.

4. Hearing and Recommendation

(a) 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.

(b) The hearing panel shall designate a chair.

(c) The hearing panel shall conduct a hearing in accordance with the following:

(1) The faculty member may be represented by the Union or other academic or personal representative and the academic department chair/head 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.

(2) The academic department chair/head has the burden of proof.

(3) The faculty member and the academic department chair/head 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.

(4) 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/head or their representatives.

(5) The hearing panel shall not be bound by the rules of evidence.

(6) 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/head, the faculty member, and the Union.

(7) 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/head, the faculty member, and the Union.

5. 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/head, 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.

6. Appeal to Provost

The faculty member may file a written appeal of an adverse decision by the appropriate dean to the provost, whose decision shall rendered in writing within fourteen days of receipt of the Dean's decision and is final.