ARTICLE II
RECOGNITION AND FAIR PRACTICES

A. The Board of Trustees of the University of Massachusetts (hereinafter referred to as the "Board") recognizes the Massachusetts Society of Professors (MSP) at the University of Massachusetts Lowell/Massachusetts Teacher Association (MTA) as the exclusive collective bargaining representative with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment for a bargaining unit which shall be located at the University of Massachusetts, Lowell, Massachusetts as appropriately certified under Massachusetts General Laws, Chapter 150E, which bargaining unit consists of all faculty (including department chairpersons) who hold a full-time appointment from the Board as Professor; Associate Professor; Assistant Professor; Instructor; Research Professor; Non-Tenure Track Clinical faculty in the Departments of Nursing, Physical Therapy, and Clinical Laboratory and Nutritional Sciences; Non-Tenure Track Assistant Clinical and Associate Clinical Professors in the Graduate School of Education; [hereinafter called faculty or faculty members or professional teaching staff], and all Librarians holding full-time appointments from the Board.

1. Non-Tenure Track Faculty
   (a) Clinical Faculty
      (i) School of Health and Environment
         The parties have agreed to establish a category of Non-Tenure Track Clinical faculty, with the ranks of Assistant Clinical Professor and Associate Clinical Professor, to be located in the Departments of Nursing, Physical Therapy, and Clinical Laboratory and Nutritional Sciences. During the first five years of continuous service, the Non-Tenure Clinical Track unit member shall be treated in accordance with the existing language concerning the appointment and reappointment of non-tenure track positions. Assistant Clinical Professors may seek promotion to the Associate Clinical Professor rank after completing five (5) years of service at the University of Massachusetts Lowell. Clinical faculty shall be compensated at a rate that is commensurate with professors of equal rank and qualifications.

         If the unit member is employed beyond year five (5), he/she shall only be disciplined or terminated for "just cause." The University agrees to make available in the Departments of Nursing, Physical Therapy, and Clinical Laboratory and Nutritional Sciences no more than nine (9) Non-Tenure Track Clinical positions during any academic year.

      (ii) Graduate School of Education
         The Graduate School of Education may hire up to three (3) professors as Assistant Clinical Professor or Associate Clinical Professor of Education. Candidates must hold an earned doctorate in an appropriate field. Their responsibilities include field supervision of certification candidates, teaching, and serving on dissertation committees. Assistant Clinical Professors may be promoted to Associate Clinical Professor rank after completing five (5) years of service at University of Massachusetts Lowell. Clinical Professors in the Graduate School of Education shall be compensated at a rate that is commensurate with professors of equal rank and qualifications.

         Any Clinical Professors of the Graduate School of Education employed beyond five (5) years shall only be disciplined or terminated for just cause. The University
agrees to make available in the Graduate School of Education no more than three (3) Non-Tenure Clinical Positions during any academic year.

(b) Lecturers and Senior Lecturers
The parties have agreed to establish the full-time, non-tenure track categories of Lecturer and Senior Lecturer for the purpose of performing teaching that would otherwise be done by part-time, adjunct faculty and visiting professors, and performing service functions. The University agrees to make available no more non-tenure track Lecturer or Senior Lecturer positions during the term of this Agreement than a number equal to 20% or 90, whichever is fewer, of all tenure-track positions in addition to the already existing twelve (12) positions in the Graduate School of Education and the School of Health and Environment. The parties agreed that the number of non-tenure track faculty in any department will not exceed 40% of the total number of full-time faculty in the department, but the Nursing Department will be exempt from the 40% cap until June 30, 2014. Effective July 5, 2011, up to 10 of the available non-tenure track Lecturer or Senior Lecturer positions may be converted to Lecturer (College Writing) or Senior Lecturer (College Writing) positions, whose responsibilities shall not include administrative service. Notwithstanding the provisions of Article XVI, the workload of any Lecturer (College Writing) or Senior Lecturer (College Writing) will be a maximum of four courses (12 credit hours) with only one preparation per semester, a maximum of 19 students per section, and courses and related activities scheduled not more than four days per week.

Effective July 1, 2012, Lecturers or Senior Lecturers assigned to teach introductory language courses may be assigned four courses (12 credit hours) on the same terms.

Lecturers shall be compensated at a rate that is commensurate with assistant professors with equal qualifications in their departments. Candidates who do not hold a terminal degree in an appropriate field shall be paid at the rate of Instructors with equal qualifications in their departments. Any Lecturers employed beyond six (6) years shall only be disciplined or terminated for just cause. Lecturers may be promoted to Senior Lecturer rank after completing six (6) years of full-time service at University of Massachusetts Lowell. Senior Lecturers shall be compensated at a rate that is commensurate with associate professors with equal qualifications in their departments.

2. The University will provide the MSP an updated listing of full-time tenure-track faculty and non-tenure track faculty by name and department for the preceding year by August 15 of each year, and will share their hiring information and place MSP documents in the new hire packets. It is not the intent of either side to reduce the number of full-time tenure track positions now or in the future.

3. Promotion of Non-Tenure Track Faculty
Non-tenure track faculty shall be hired, evaluated and promoted by the same procedures and with the same criteria as tenure-track professors, except that they shall not be required to do research, scholarship or creative work. The following is further agreed regarding promotion:

Faculty hired as non-tenure track lecturers can be considered for promotion in or following their sixth year of service in these positions at UMass Lowell. Faculty hired as clinical faculty can be considered in or following their fifth year of service in these positions at UMass Lowell. Non-tenure track faculty members can continue to serve without promotion indefinitely.
The criteria for promotion in these non-tenure track positions are excellence in teaching and excellence in service. Non-tenure track faculty who wish to be considered for promotion to senior lecturers or associate clinical professors should submit a portfolio which includes the following:

1. A cover page, specifying name, position, academic unit, and date of hire.

2. A statement outlining the vision and philosophy that guide the candidate's efforts in teaching and service.

3. A Curriculum Vitae.

4. Evidence in support of excellence in teaching. This evidence is developed and organized as per the guidelines for tenure-track faculty. Such evidence should include course syllabi, students' course evaluations, and classroom observations by the Department Chair. However, clinical faculty members are also expected to provide letters of assessment sought by department chairs from supervisors at clinical sites.

5. Evidence in support of excellence in service. In general, this evidence is developed and organized as per the guidelines for tenure-track faculty. It is critical to emphasize that service expectations for non-tenure track faculty are significantly higher than those for tenure-track faculty.

6. While there is no requirement for evidence in support of scholarship, a candidate may include evidence in support of scholarship of teaching. Faculty must maintain expertise and credentials as required by university, college and program accreditation.

Timeline for Review
Candidates who wish to be considered for promotion should submit their materials to the Chair on the same timeline for tenure system faculty. Review of these materials and recommendations will be made by the Departmental/unit Personnel Committee, the Chair, the College Personnel Committee, the Dean and the Rank and Tenure Committee. The Provost/Chancellor will inform candidates of the final decision. Candidates who are not recommended for promotion will normally be considered subsequently every three years. There are no limits on the number of times that a candidate is considered.

B. As the sole bargaining representative, the MSP shall continue its policy of accepting into membership in the Unit all eligible persons without regard to age, race, color, religion, national origin, marital status, gender, sexual orientation, handicap, or veterans' status. The MSP and its affiliates shall represent equally all Unit members without regard to membership or participation in other activities.

C. During the terms of this Agreement, the jurisdiction of the MSP shall extend to those faculty and librarians who now or hereafter hold full-time appointment to the positions included in the bargaining Unit, and no position shall be removed from the Unit as defined in paragraph "A" above except as may be otherwise mutually agreed by the Parties. In the event new positions are created and the parties, after conferring on the matter, are unable to reach agreement as to the placement of such positions within the bargaining Unit, the dispute shall be referred to the State Labor Relations Commission.

D. The MSP and/or Board shall not discriminate against any Unit member or coerce any Unit member for exercising his or her rights under the provisions of Chapter 150E, as amended or revised. (cf. Appendix A-2).
E. The MSP and/or Board shall not discriminate against any person because of age, race, color, religion, national origin, marital status, gender, gender identity, sexual orientation, handicap, or veterans’ status, as provided by law, and all faculty members shall receive the full protection of this Agreement.

F. Nothing contained herein shall be construed to prevent the Board or its duly authorized agents from meeting with any faculty group for the sole purpose of hearing the views and proposals of said group.

G. Within the scope of contractual provisions, the MSP shall cooperate when necessary with the Board in the implementation of the process specified by the University Affirmative Action Program and the implementation of any affirmative action program as required by federal or state laws, regulations, guidelines and policies.

H. All rights, benefits, duties, and obligations of Unit members as set forth in this Agreement are, during the term of this Agreement, expressly incorporated into and made part of any individual contract of employment that has been or shall hereafter be entered into between the Board and any person who is or shall hereafter become a member of the bargaining Unit; and no such contract shall be contrary, in whole or in part, to the terms and conditions set forth herein.

I. Every full-time member of the bargaining Unit as described in this Agreement shall be entitled to the applicable benefits set forth in this Agreement and shall have the right to participate in the elections in the manner provided in this Agreement.