ARTICLE X

NONUNIT FACULTY: PERFORMANCE OF BARGAINING UNIT WORK

Tenured or tenure-track faculty holding (or on temporary approved - full or partial leave from) a full-time professional position within the faculty/librarian unit under terms and conditions controlled by this Agreement, at the rank of Instructor, Assistant Professor, Associate Professor, or Professor, and full-time non-tenure track faculty as described in Article II, shall constitute, exclusively, the Professional Teaching Staff of the University of Massachusetts Lowell.

Tenure system faculty shall perform on a full-time basis a mix of assigned and self-directed work as defined in the Workload Article of this Agreement. Depending on the mix in the particular case, and subject to the teaching load reduction provisions of this Agreement and the provisions of the relevant College Workload Implementation Committee guidelines, if any, such faculty are subject to being assigned the maximum teaching loads set forth in the Workload Article.

A. Temporary Full-Time Faculty: Visiting Faculty

The University may hire Visiting Faculty under any appropriate title on a temporary full-time basis. Such individuals may be paid from donated endowment, overhead funds, grants, or any other source including state funding. Where state positions are used for this purpose they shall normally be “backfills.” The aggregate number of full time visiting faculty from all sources in any given year shall not exceed a number equal to 5% of the total bargaining unit positions. No individual visiting full-time faculty member may remain at the University of Massachusetts Lowell as such for a period in excess of two consecutive academic semesters. Visiting full-time faculty positions filled for two consecutive academic years will be converted to Professional Teaching non-tenure track positions or terminated. Visiting faculty are exempt from the obligation to join the union or make alternative payment and may not receive any contractual benefits. No tenured faculty member may be retrenched while a visiting faculty member is continued.

Bargaining unit full-time faculty may engage in temporary faculty exchanges with faculty at other institutions with University approval under established procedures, restrictions, arrangements and time limits. The individual from the other institution teaching at the University of Massachusetts Lowell in the place of the bargaining unit member is exempt from union membership and payment obligations but may not receive any contractual benefits.

In no other cases may faculty bargaining unit work and its accompanying academic responsibilities be performed on either a temporary or permanent full-time basis except by bargaining unit members who are tenured or tenure-track faculty holding, as the case may be, the ranks of Instructor, Assistant Professor, Associate Professor, or Professor, or who are full-time non-tenure track faculty, under terms and conditions controlled by this Agreement.
B. Part-time Faculty

1. Continuing Part Time Faculty

   a. Lecturers

   (1) General Provisions

       The University may employ Lecturers on a part-time basis. The MSP and
       the University agree to review such employment periodically, especially in
       the event of significant alterations in resources and/or University
       enrollments. Lecturers are part-time (less than full-time) employees doing
       bargaining unit work which is part of the central instructional work
       performed by the regular faculty in departments with continuing
       responsibilities for large numbers of introductory courses or that have
       other limited but continuing instructional needs that can suitably be met
       by a part-time Lecturer. Such positions shall be equitably distributed to
       Colleges and Departments with such responsibilities and needs and in
       accordance with a supplemental plan to be formulated by the Office of
       Academic Affairs, and reviewed by the Official Designee of the MSP prior to
       promulgation, each year, which plan shall recognize a presumptive
       academic need in most Departments for at least one Lecturer position, the
       special burdens of the Departments of Mathematics and English, the
       obligations imposed by the Workload article of this Agreement, and other
       relevant considerations. Lecturers shall have more limited responsibilities
       and professional obligations than regular full-time faculty; therefore, they
       shall receive an appropriate but more limited level of compensation. The
       annualized rates reflected by the funds paid to Lecturers, who are
       occupying portions of 01 funded unit slots and performing work central to
       that of the bargaining unit, shall be included in the calculation of the total
       full-time unit employee equivalent salary amount as defined elsewhere in
       this contract.

   (2) Specific Lecturer Regulations

       Lecturers are part-time (less than full-time) faculty, normally placed in a
       part of an “01” position, but in no case may a lecturer teach more than two
       courses per semester. In special situations and with the explicit consent of
       the MSP upon the explicit recommendation of the Provost for Academic
       Affairs, a lecturer who is funded on the 01 account may occupy half or
       more than half of a position. Irrespective of funding source, a lecturer may
       not teach more than two courses per semester. The MSP/MTA reserves
       the right to challenge the part time status of any individual employed in
       violation of these provisions. Lecturers may be assigned advising and
       related duties. However, Lecturers have no research obligations, no service
       obligations except where specified, need not be terminally qualified in
       appropriate situations, may not participate in contractually controlled
       processes, and do not participate in governance matters (except to a
       limited degree such as where it is required by accreditation agencies). As
       less than full-time employees of the University, it is expected and
       understood that Lecturers shall pursue a significant part of their
       professional life (or their choice of equivalent activity) apart from the
       University and its auspices. The University acknowledges its moral
obligation to periodically review and maintain adequate pay rates for Lecturers.

(3) Consecutive Lecturer Contracts

If the University decides against issuing subsequent consecutive contracts to any Lecturer who has been issued consecutive contracts already extending over four or more consecutive academic years, the University hereby agrees that, absent any retrenchment situation or any other situation involving financial exigency, it shall make all reasonable efforts to give such Lecturer at least one semester’s advance notice of such decision. The University also agrees that any Lecturer so notified may request a brief informal meeting to discuss his/her situation with a member of the Dean’s office of the college where he/she has been teaching; provided that it is understood that no procedural or substantive rights shall attach to such meeting.

(a) Adjuncts

Adjuncts are individuals whose part-time teaching relationship with the University is not necessarily temporary, but who are excluded from certain requirements applied to Lecturers because they are fully and primarily employed elsewhere and are performing limited "adjunct" work at or for the university not exceeding the equivalent of one course per semester, such course normally involving a clinical or professional aspect complementing the curriculum and work of the regular faculty. Adjuncts normally receive some special rate or form of compensation, or no compensation, or an honorarium and/or expenses. Adjunct appointments shall be valid only in these agreed upon categories of work.

Adjuncts shall normally be hired on one semester or one year contracts with no entitlement to renew whatsoever and no enforceable retention rights. However, the University in its discretion may renew and retain Adjuncts. Adjuncts acquire no rights or entitlements whatsoever beyond those conferred annually or semester by semester in their individual contracts. Compensation or honoraria for adjuncts, if any, may come from a variety of sources. No more than eighty individuals may hold Adjunct status in any given semester.

2. Temporary (Visiting) Part-Time Faculty

a. Visiting Lecturers

The part-time position known as Visiting Lecturer shall normally involve teaching extra sections of courses normally taught by regular full-time faculty which arise as the result of enrollment fluctuations, special situations, occasional academic needs, or other similar temporary and/or fluctuating situations and shall involve persons about to complete or recently completing graduate academic studies or other individuals who are appropriately seeking temporary or occasional part-time employment to augment their University teaching experience. As temporary "consultants", Visiting Lecturers shall normally be paid from “03” funds, but fees, trust funds or other funding arrangements may be utilized. The University acknowledges its moral obligation to periodically review and maintain adequate pay rates for Visiting Lecturers.
b. Visiting Adjuncts

The position known as Visiting Adjunct shall involve persons teaching one or at the most two special courses in a given semester. Such courses normally involve a specialty; a unique area of knowledge, expertise or specialization; a clinical or professional function; or some other aspect complementing the curriculum and work of the regular faculty. Visiting Adjuncts normally receive some special or customized rate or form of compensation, or no compensation, or an honorarium and/or expenses. Visiting Adjuncts shall normally be hired on one semester or one year contracts with no entitlement to renew whatsoever and no enforceable retention rights.

3. Part-time Faculty / Librarian Exempt from Union Membership

Except as provided in Article II it is agreed that part-time faculty in all the above categories, though performing bargaining unit work, shall not be members of the bargaining unit. They therefore shall not be required to join the union or to pay union dues or to fulfill alternative payment obligations, nor shall they receive or claim any contractual benefits or entitlements (except that Lecturers, when occupying one half or more of a position, shall receive fringe benefits as appropriate under established state and university requirements and practices) except insofar as this Agreement specifically regulates the performance of bargaining unit work within a variety of designated applicable parameters.

There are no specific limits on the numbers of Visiting Lecturers or Visiting Adjuncts the University may hire within the provisions of this Agreement, and any University management rights in the area of part-time hiring not subject to collective bargaining as to impact upon the terms and conditions of employment of the unit and its work are reserved; however, it is agreed that in the interest of maintaining the academic integrity and standing of the University, the overall approximate established percentage of bargaining unit work performed by regular full-time unit faculty shall not be diminished.

Following the thrust of relevant decisions of the Massachusetts Department of Labor Relations, an exemption from unit membership shall apply to the categories of Visiting Lecturer and Visiting Adjuncts because of the transient nature of their relation to the University.

It shall apply to the category of Adjunct because of the special and/or peripheral relation of Adjuncts’ work to that of the work of the regular faculty, and/or because of the limited nature of their relationship to the University with their principal full time employment relationship existing elsewhere.

It is also agreed between the University and the MSP to exclude the category of Lecturer from the unit as a convenience and accommodation, based upon the mutual assumption that such an arrangement is and will continue to be desired by all parties in interest. However, the MSP reserves the right to petition for inclusion of Lecturers in its unit if it decides, in its revised judgment, that such inclusion would be in the best interests of the faculty of the University as a whole.

The University reserves its right to object to unionization of Lecturers, but it agrees that if such unionization is ever approved, they should be included in the faculty/librarian unit because they are performing the central work of that bargaining unit in portions of 01 unit positions whose annualized funding rates are
properly included in calculations of unit full-time equivalents for the contractual total full-time unit employee equivalent salary amount. Similarly, if at any time a majority of individuals within the category of Lecturer petitions to unionize, the University and the MSP hereby agree that if the petition is granted, Lecturers should be attached to the faculty/librarian unit.

As nonunit members, part-time faculty/librarian (and full-time faculty on their behalf) may not file grievances. However, the MSP, in its discretion, may enforce the provisions of this Article through the grievance process.

4. Hiring Processes for Part-Time Faculty

a. Lecturer hiring

Lecturer positions need be advertised, affirmative action and related papers prepared, and departmental hiring priorities set no more than once a year. Individuals may be hired from the pool thus established at any time during the next year. Similar requirements shall apply to departments hiring large numbers of visiting lecturers and/or adjuncts.

b. Mini Pools

Departments hiring no more than two visiting lecturers and/or two visiting adjuncts in a given semester may hire from a mini pool without the need to engage in full affirmative action advertising each semester or year. A mini pool shall be established at least once every three years using full affirmative action procedures. Names may be subsequently added or subtracted from it during that period, provided that, the mini pool must at all times contain women and/or minorities. Upon establishment of the mini pool, during the three year period, one or two individuals may be hired from it in any given semester with no affirmative action filings required other than a simple list of the names and relevant characteristics of those currently in the mini pool, which shall be forwarded to the Office of Affirmative Action.

c. Consecutive Rehiring

Part-time faculty may be awarded one year appointments with the explicit provision that the second semester’s employment is contingent upon subsequent need, funding, and written confirmation. Part-time faculty are normally hired for one semester or one academic year with no entitlement to be rehired. However, where in fact it is desired to hire again particular part-time faculty for similar duties for the next consecutive academic year, and such rehiring conforms with the provisions of this Article, their job need not be readvertised and another contract may be issued. A designated, accessible central administrator shall be charged with keeping hiring processes both efficient and fair.
5. Impact of Part Time Faculty on Unit Full Time Faculty Retrenchment

Except as may be provided in the conditions of Part-time unit members, per the requirements of Article II, Lecturers and Adjuncts shall normally be hired on one year contracts with no entitlement to renew whatsoever and no enforceable retention rights. However, the University in its discretion may renew and retain Lecturers, provided that, it is agreed that in case of retrenchment or imminent retrenchment in the faculty bargaining unit, lecturers and adjuncts are and remain part-time (less than full-time) faculty; and it is understood and agreed that in accordance with the Order of Retrenchment, and without exception regardless of other rights or entitlements claimed, no full time unit faculty, tenured or untenured, may be retrenched ahead of a non-unit faculty member, said order being "absolute in any retrenchment situation, anything to the contrary notwithstanding." (cf. Retrenchment Article)

C. Academic Freedom for Nonunit Faculty

It is understood that all Visiting Faculty and all part-time faculty shall be accorded the full and traditional measure of academic freedom which is accorded unit members.

D. Graduate and Undergraduate Student Assistants Permitted

See Workload Article, D. 3.

E. Teaching by Non-Faculty Individuals

With the consent of the relevant Department and College Dean (and absent any Faculty bargaining unit retrenchment situation), a qualified member of the Administrative and/or professional staff employed by the University shall be permitted to teach with the explicit approval of the Provost for Academic Affairs; such approval may not extend beyond two consecutive semesters without the consent of the MSP. (Up to four nonunit laboratory technicians in the College of Health Professions may perform certain instructional activities in accordance with established practice.)