

ARTICLE XX - APPOINTMENT AND PROMOTION

A. Introduction

The provisions of this Article XX shall not apply to any person holding an appointment to a part-time position in the bargaining unit at a University other than a salaried part-time faculty position at the Massachusetts College of Art and Design or the three (3) salaried part-time faculty in the English Department at Salem State University, except that Sections C(5), C(7), C(9), C(11), I, K, L and M of this Article XX shall apply to any person holding an appointment as a Clinical Nursing Instructor.

Contracts for non-tenured faculty and librarians are term agreements subject to annual renewal after the completion of the established evaluation period.

For the purpose of this Agreement, a degree, including a terminal degree, shall be deemed to have been secured whenever the candidate for the degree has successfully completed all of the academic work required for it and the institution by which the degree will be awarded has acknowledged the same in some official writing. If the conditions just described shall have been fulfilled, a member of the bargaining unit shall be deemed to have secured a degree hereunder even if the ceremonial event at which the degree will be formally conferred has yet to occur.

With regard to promotion, full-time teaching or library experience and full-time employment in rank in this Article include time on paid leave as well as time on unpaid leave, but only if during such unpaid leave the unit member performs full-time teaching or library service at the relevant rank as described in the applicable section of this Article. Unpaid leave of less than the equivalent of one semester (for faculty) or the equivalent of less than one half of a work year (for librarians) shall not be deducted from full-time experience or full-time employment in rank in this Article XX.

No Board shall impose or use any quotas by rank and no quota shall govern the eligibility for promotion of any member of the bargaining unit. A higher order of quality may be demanded for promotion to each higher academic or library rank.

B. Appointment and Promotion of Faculty

Faculty members may be appointed initially at any rank in keeping with the following requirements of this Section B. These requirements apply to faculty members in the State Universities other than to those who are Professional Maritime Faculty at the Massachusetts Maritime Academy; the requirements of application to Professional Maritime Faculty being set out in Article XX-A of this Agreement. Exceptions to these requirements may be made for sound academic reasons in certain specialized areas and under other special circumstances with the approval of the Board of Trustees. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In considering candidates for exceptional appointments or promotions, the Board of Trustees or the President, as provided for in Article VIII, shall pay due regard in the alternative to: (a) evidence of the ability of the candidate to render a unique academic

contribution to the University, (b) evidence of a candidate's extraordinary competence in the area of his/her discipline or specialty or (c) evidence that the discipline or specialty of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

1. Requirements

Faculty members who, when hired, possess a terminal degree effective on or before the date of appointment shall be appointed above the rank of Instructor.

a. Instructor

- i. a Master's degree from an accredited institution in the academic or professional discipline to be taught;
- ii. understanding of the teaching and advising processes and the application of teaching and advising strategies in the university setting;
- iii. demonstrated potential to fulfill the applicable evaluation criteria; and
- iv. for faculty appointed to teach courses in a professional area, two (2) years of appropriate professional experience.

b. Assistant Professor

- i. in the case of any person first appointed to a position as a member of the faculty in a State University prior to September 1, 1988, a Master's degree together with thirty (30) hours of graduate credits from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;
- ii. in the case of any person first appointed to a position as a member of the faculty in a State University on or after September 1, 1988, a terminal degree from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;
- iii. understanding of the teaching and advising processes and the application of teaching and advising strategies in the university setting; and
- iv. in the case of a promotion, meritorious performance as demonstrated by the candidate's evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any

procedures in effect prior to the date of execution of this Agreement.

c. Associate Professor

- i. a terminal degree from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;
- ii. six (6) years of full-time experience in teaching, at least three (3) of which must have been at an accredited two-year or four-year college or university; and
- iii. in the case of a promotion, not less than three (3) years of full-time employment at the rank of Assistant Professor (or higher) at an accredited four-year college or university and meritorious performance as demonstrated by the candidate's evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

d. Professor

- i. a terminal degree from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;
- ii. eight (8) years of full-time experience in teaching, at least five (5) of which must have been at an accredited two-year or four-year college or university; and
- iii. in the case of a promotion, not less than four (4) years of full-time employment at the rank of Associate Professor (or higher) at an accredited four-year college or university and meritorious performance as demonstrated by the candidate's evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

2. Application of the Criteria for Promotion

No member of the faculty shall be a candidate for promotion to any academic rank unless, on or before September 1 of the academic year during which he/she is to be evaluated for promotion, he/she shall have fulfilled the criteria (including time requirements), including, where appropriate, any applicable criteria set forth in the first paragraph of this Section B, that govern promotion to such rank.

3. Promotion of Certain Instructors

A member of the faculty who holds an appointment at the rank of Instructor and who is awarded a terminal degree shall, upon the University's being given notice thereof and confirming the same, be granted, with effect on the ensuing September 1, a promotion to the rank of Assistant Professor without its being required that he/she be evaluated for such promotion pursuant to Article VIII.

C. Appointment Procedures and Terms for Faculty

1. Appointments at the Rank of Instructor

Instructors will ordinarily be appointed to successive one (1)-year term contracts and shall be entitled to receive such notice of the non-renewal of any such contract as is provided for in Section F below. No faculty member will remain in the rank of Instructor more than five (5) years; prior to the beginning of his/her fifth (5th) year, an Instructor will be given written notice that:

- a. he/she is to be promoted to the rank of Assistant Professor at the beginning of the next year; or
- b. he/she is beginning a terminal one (1)-year appointment.

2. Initial Appointments at the Rank of Assistant Professor

Persons initially appointed at the rank of Assistant Professor may be given initial appointments, without tenure, of one (1), two (2) or three (3) years. Those initially appointed at the rank of Assistant Professor may not be employed beyond six (6) consecutive years as a full-time faculty member, exclusive of a terminal year, without gaining tenure.

3. Initial Appointments at the Rank of Associate Professor or Professor

Subject to the provisions of Article IX, persons initially appointed at the rank of Associate Professor or Professor may be appointed for an initial one (1), two (2) or three (3) year term without tenure, or may be appointed initially with tenure. No person initially so employed may serve more than three (3) years as a faculty member, exclusive of a terminal year, without gaining tenure.

4. Visiting Professors

Persons appointed as Visiting Professors shall be employed for a specific period of time and shall not attain tenure.

5. Statement of Conditions of Employment

Precise conditions of employment, including the university's decision, at its discretion, to appoint a unit member for two successive semesters subject to conditions the university may determine shall be stated in writing and a copy of the Uniform Letter of Appointment (Appendix N-1, N-2 or N-6) shall be provided to the appointee and the Chapter President.

6. Temporary Appointments

Anything in this Agreement to the contrary notwithstanding, the Board may grant to any person, and at any academic rank, an appointment known as a temporary appointment. No such temporary appointment shall be for a period in excess of six (6) consecutive semesters. Every such temporary appointment shall be made in writing and shall terminate on a date that shall be stated therein. Anything in this Agreement to the contrary notwithstanding, such statement of the date of such termination shall be deemed to be due and timely notice of the termination of such appointment, and such termination shall have effect on the date so stated.

Anything in this Agreement to the contrary notwithstanding, any person or persons who shall have been granted a temporary appointment of one (1) semester duration pursuant to this provision shall not, during the term of such appointment, be required to be evaluated pursuant to Article VIII of this Agreement; provided, however, that the provisions of Article VIII may be applied to such person if the Board and such person mutually so agree; and provided further that any such application of the provisions of Article VIII shall not be deemed to alter any of the terms or conditions of any temporary appointment that shall have been granted to such person.

Anything in this Agreement to the contrary notwithstanding, every person or persons who shall have been granted a temporary appointment in excess of one (1) semester in duration, shall be evaluated pursuant to the provisions of Article VIII of this Agreement; provided, however, that any such application of the provisions of Article VIII shall not be deemed to alter any of the terms or conditions of any temporary appointment that shall have been granted to such person.

No person granted a temporary appointment hereunder shall be eligible to be considered for tenure, and no person who shall have held a temporary appointment hereunder for four (4) consecutive semesters shall be granted another temporary appointment hereunder unless at least one (1) semester (during which such person may be granted a part-time appointment) shall have elapsed between the former such appointment and the latter.

Prior to making any temporary appointment hereunder, the Vice President shall meet with the Chapter President for the purpose of discussing the reasons therefor.

No person who is a member of the bargaining unit by reason of the fact that he/she holds a temporary appointment of the kind described in this subsection 6 shall be entitled to vote in any election conducted pursuant to the provisions of Article VI or Article VIII of this Agreement.

7. Applications for Vacant Positions: Existing Unit Members

Whenever any member of the bargaining unit, including, for the purposes of this subsection 7, any librarian, shall apply to be a candidate for any vacant position within the bargaining unit at any State University, such member of the bargaining unit shall be given added consideration as a candidate for such position; provided, however, that such added consideration shall be so given only if such member of the bargaining unit is not, by training and/or experience, less qualified for such position than the most qualified among all the applicants therefor.

Whenever any member of the bargaining unit, including, for the purposes of this subsection 7, any librarian, shall apply to be a candidate for any vacant position within the bargaining unit at any State University, such person's name shall be included on the list of candidates submitted to the President of such University by any screening or like committee, including any such committee constituted pursuant to Section I of Article VI of this Agreement; provided, however, that such person's name need not be so included unless he/she has the minimum advertised qualifications for the position for which he/she is a candidate; and provided further that nothing in this paragraph shall be deemed to abridge any right conferred by the foregoing paragraph.

Whenever any member of the bargaining unit, having applied as such for a vacant position in the bargaining unit, shall have been appointed to such position, his/her appointment shall be governed by subsection 9 of this Section C. No appointment made pursuant to this paragraph shall be deemed to be a transfer for the purposes of Article X of this Agreement.

8. Candidacies for Tenure: Limitations

No member of the bargaining unit shall be a candidate for tenure more than once and, if denied tenure on the occasion of such candidacy, shall thereupon be granted a final appointment for the period of the ensuing academic year; provided only that nothing in this subsection 8 shall bar a member of the bargaining unit from being a candidate for tenure on more than a single occasion if a candidacy for tenure subsequent to the first such candidacy occurs in the circumstances described in the following subsection 9(b).

9. Appointments to Vacant Positions: Existing Unit Members

Whenever any member of the bargaining unit to whom the provisions of subsection 7 apply seeks a different appointment at either the University where he/she then holds an appointment or at another University, he/she, if granted the appointment so sought, shall be granted the appointment, as he/she and the

University shall then agree, either as a transfer (a “Transfer”) or as a new, initial appointment (an “Appointment”). The terms upon which a Transfer and an Appointment shall be made are the following:

- a. Transfer. Any such member of the bargaining unit who is granted and accepts an appointment as a Transfer shall, as a term of such appointment, retain such academic rank (including, in the case of a librarian, such rank as a librarian), such salary, such entitlement to tenure (including, in the case of any member of the bargaining unit who does not hold tenure, any eligibility to be considered therefor), such accrued eligibility to be considered for sabbatical leave, if any, and such accrued sick leave and vacation as such member of the bargaining unit has at the State University where he/she is employed on the date immediately prior to the date on which such appointment takes effect.
- b. Appointment. Any such member of the bargaining unit who is granted and accepts an appointment as an Appointment shall, as a term of such appointment, retain such accrued sick leave, if any, and such accrued eligibility to be considered for sabbatical leave, if any, as such member of the bargaining unit holds at the State University where he/she is employed on the date immediately prior to the date on which such appointment takes effect; but such member of the bargaining unit shall not retain such academic rank (including, in the case of a librarian, such rank as a librarian), such salary, such accrued vacation, if any (and for all of which he/she shall be compensated in the manner required by law in respect of an employee terminating his/her employment), or such entitlement to tenure (including, in the case of any member of the bargaining unit who does not hold tenure, any eligibility to be considered therefor) as he/she has at the State University where he/she is employed on the date immediately prior to the date on which such appointment takes effect; and every such member of the bargaining unit shall be accorded such academic rank and salary as the University granting the appointment as an Appointment determines, and, anything in Section A(3) of Article IX or Section C(8) of this Article to the contrary notwithstanding, every such member of the bargaining unit shall have such entitlement, then and thereafter, to be considered for tenure as the Agreement otherwise confers.

Neither an Appointment nor a Transfer shall deprive a member of the bargaining unit of any then-accrued seniority.

10. Part-time Appointments: Limitations

- a. This subsection shall be of application only to departments with six (6) or more full-time members.

Except at the Massachusetts College of Art and Design, not more than fifteen percent (15%) of an academic department’s total number of three

(3)-credit and four (4)-credit courses and sections assigned to the department shall be taught by part-time employees during an academic year.

At the Massachusetts College of Art and Design, not more than twenty percent (20%) of the total number of three (3)-credit courses assigned to departments with six (6) or more full-time faculty shall be taught by part-time employees during an academic year.

Not included in the foregoing are courses or sections taught by part-time employees hired to replace unit members on any leave of absence; on reduced teaching loads for the purposes of alternative professional responsibilities, Association release time or any other contractual released time; or any unforeseen emergency.

- b. Notwithstanding the paragraph (a) above, the following shall be in effect for academic year 2018-2019 and the fall semester of 2019 only:

Not more than fifteen percent (15%) of the university's total number of three (3)-credit and four (4)-credit courses and sections shall be taught by part-time employees during an academic year.

Notwithstanding the paragraph above, for the term of this Agreement the limitation on the appointment of part-time employees at Bridgewater State University shall be sixteen and six tenths percent (16.6%), the limitation on the appointment of part-time employees at Westfield State University shall be eighteen and seven tenths percent (18.7%), and the limitation on the appointment of part-time employees at Massachusetts College of Art and Design shall be twenty-two and one tenth percent (22.1%).

11. Part-time Clinical Nursing Instructors

A part-time Clinical Nursing Instructor shall hold the degree of Master of Science in Nursing (M.S.N.) or other appropriate Master's degree and shall have and keep current a license as a registered nurse (R.N.) in Massachusetts. No person holding a doctoral degree in nursing shall be eligible for initial appointment as a Clinical Nursing Instructor.

Part-time Clinical Nursing Instructors shall be granted renewable appointments of not less than one (1) year's nor more than three (3) years' duration.

D. Appointment and Promotion of Librarians

Librarians may be appointed initially at any rank in keeping with the following requirements of this Section D; provided only that no appointment shall be made at the rank of Library Assistant or, after July 1, 2014 the rank of Library Associate. Exceptions to these requirements may be made for sound academic reasons in certain specialized areas and under special circumstances with the approval of the Board of Trustees.

Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In considering candidates for exceptional appointments or promotions, the Board of Trustees or the President, as provided for in Article VIII, shall pay due regard in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the University, (b) evidence of a candidate's extraordinary competence in the area of his/her discipline or specialty or (c) evidence that the discipline or specialty of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

1. Assistant Librarian

- a. the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library Science and Information Science (M.L.S.I.S.), from, in all cases, an institution accredited to grant such degrees by the American Library Association;
- b. evidence of the potential for a successful career in librarianship at an academic or research library; and
- c. demonstrated potential to fulfill the applicable evaluation criteria.

2. Associate Librarian

- a. the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library Science and Information Science (M.L.S.I.S.), from, in all cases, an institution accredited to grant such degrees by the American Library Association;
- b. four (4) years of full-time experience as a librarian, at least two (2) of which must have been at an academic or research library; and
- c. in the case of promotion, not less than two (2) years of full-time employment at the rank of Assistant Librarian and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

3. Librarian

- a. the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library Science and Information Science (M.L.S.I.S.), from, in all cases, an institution accredited to grant such degrees by the American Library Association; and a second subject Master's degree from an institution accredited at the level of such degree;

- b. six (6) years of full-time experience as a librarian, at least three (3) of which must have been at an academic or research library; and
- c. in the case of promotion, not less than three (3) years of full-time employment at the rank of Associate Librarian and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

4. Senior Librarian

- a.
 - i. the degree of Master of Library Science (M.L.S.) or Master of Library Science and Information Science (M.L.S.I.S.) with a terminal degree designation, from, in all cases, an institution accredited at the level of such degree; or
 - ii. an appropriate terminal degree other than the kind described in subparagraph (i) from an institution accredited at the level of such degree, and the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library Science and Information Science (M.L.S.I.S.), from, in all cases, an institution accredited to grant such degrees by the American Library Association; or
 - iii. the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library Science and Information Science (M.L.S.I.S.), from, in all cases, an institution accredited to grant such degrees by the American Library Association and a second subject Master's degree from an institution accredited at the level of such degree;
- b. eight (8) years of full-time experience as a librarian, at least five (5) of which must have been at an academic or research library; and
- c. in the case of promotion, not less than four (4) years of full-time employment at the rank of Librarian and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

No librarian shall be a candidate for promotion to any of the foregoing ranks unless, on or before September 1 of the academic year during which he/she is to be evaluated for promotion, he/she shall have fulfilled the criteria (including time requirements) that govern promotion to such rank.

A librarian who holds an appointment at the rank of Assistant Librarian and who is awarded a terminal degree shall, upon the University's being given notice thereof and confirming the same, be granted, with effect on the ensuing September 1, a promotion to the rank of Associate Librarian without its being required that he/she be evaluated for such promotion pursuant to Article VIII.

5. Initial Appointments at the Rank of Librarian or Senior Librarian

Subject to the provisions of Article IX, persons initially appointed at the rank of Librarian or Senior Librarian may be appointed for an initial one (1), two (2) or three (3) year term without tenure, or may be appointed initially with tenure. No person initially so employed may serve more than three (3) years as a librarian, exclusive of a terminal year, without gaining tenure.

E. Appointment Procedures and Terms for Librarians

1. Appointments of Non-tenured Librarians

Non-tenured librarians will be appointed pursuant to the issuance of successive term contracts and shall be entitled to receive such notice of the non-renewal of any such contract as is provided for in Section F below.

2. Statement of Conditions of Employment

Precise conditions of employment shall be stated in writing and a copy of the Uniform Letter of Appointment (Appendix N-3 and N-4) shall be provided to the appointee and to the Chapter President.

3. Other Terms

The provisions of Section C(6, as appropriate), (7), (8) and (9) shall apply to librarians.

F. Notice of Non-Renewal

Due notice of an intention not to renew the appointments of tenure-track librarians and faculty shall be given as follows:

1. Termination after the first (1st) year: notification by March 15 of the first (1st) year.
2. Termination after the second (2nd) year: notification by January 15 of the second (2nd) year.
3. Termination after three (3) or more years: notification by September 1 of the final year.

When notice is given to any faculty member or to any librarian that his/her contract is not to be renewed, a statement shall be given to him/her setting forth the reasons for such non-renewal. Under no circumstances, however, shall either (i) a notice of non-renewal of contract or (ii) a statement setting forth the reasons therefor be so given without the prior approval of the Board of Trustees.

G. Eligibility for Promotion

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

H. Miscellaneous Provisions

This Section H is intentionally left blank.

I. Termination of a Non-Tenured Unit Member

Whenever any non-tenured unit member is terminated prior to the expiration of a term contract of employment, he/she shall first be accorded the following rights:

1. The Board shall give notice to such person that the President has recommended his/her termination; such notice shall set forth the reasons for which the termination has been recommended.
2. Thereafter, at the written request of the person so notified, an informal hearing shall be conducted not sooner than five (5) days following the date on which such notice shall have been received by such person. Any such informal hearing shall be conducted by and before a hearing officer designated by the Board. The person whose termination has been recommended may be represented by a representative of the Association.
3. Thereafter, the hearing officer shall submit a written report to the Board setting forth any findings of fact and his/her own recommendation, together with the reasons therefor, regarding the disposition of the recommendation of termination.
4. As soon as may be practicable thereafter, the Board shall make such final decision in respect thereof as it deems appropriate.

J. Deleted

Section J is intentionally left blank.

K. Termination of Certain Part-Time Unit Members Only for Just Cause

1. Salaried Part-time Faculty Members at the Massachusetts College of Art and Design and in the English Department at Salem State University

A salaried part-time faculty member who has served as such at the Massachusetts College of Art and Design or the three (3) salaried part-time faculty in the English Department at Salem State University who has held a continuous appointment there of one-half-time or more for a pro-rata period equivalent to six (6) consecutive years of full-time service shall be terminable only for just cause as defined in Article IX of this Agreement; provided that any such faculty member shall be reviewed during the pro-rata fifth (5th) year by the Departmental Peer Evaluation Committee and the Department Chair with recommendations submitted to the Vice President for continued appointment. A salaried part-time faculty member achieving this status shall be notified, in writing, by the Board of Trustees or its designee. Evaluation materials for this review shall consist of student evaluations, an updated resume, course documents and an updated portfolio. Any such part-time faculty member shall be subject to termination only in accordance with the procedural provisions provided in Section I of this Article.

2. Part-time Clinical Nursing Instructors

Any part-time Clinical Nursing Instructor who, during the period following June 30, 2009, has held a continuous appointment as such of one-half-time or more for a pro-rata period equivalent to six (6) consecutive years of full-time service shall be terminable only for just cause as defined in Article IX of this Agreement; provided that any such Clinical Nursing Instructor shall be reviewed during the pro-rata fifth (5th) year by the Departmental Peer Evaluation Committee and the Department Chair with recommendations submitted to the Vice President for continued appointment. A Part-time Clinical Nursing Instructor achieving this status shall be notified, in writing, by the Board of Trustees or its designee. Evaluation materials for this review shall consist of student evaluations, an updated resume and course documents. Any such Clinical Nursing Instructor shall be subject to termination only in accordance with the procedural provisions provided in Section I of this Article.

3. Full-time Temporary Appointment

If a salaried part-time faculty member is granted a temporary appointment as defined in Article I, Section D(54), the appointment shall not be considered to interrupt his/her continuous appointment as a salaried part-time faculty member for purposes of this Section K.

L. Review by the Commissioner upon Termination for Just Cause

Notwithstanding any other provision of this Agreement, any member of the bargaining unit who shall have been terminated for just cause pursuant to Sections I or K of this Article XX may, in addition to the remedies provided in Article XI, request that the Commissioner review the decision to terminate his/her employment. In order to initiate such review, the member of the bargaining unit shall address a written request therefor to the Commissioner within fourteen (14) days following his/her having been notified of his/her termination. Such request shall set forth a complete statement of the reasons for which he/she believes that the termination was made without just cause. A copy of such notice shall be provided promptly by such unit member to the President of the Association, the President of the University and the Employee Relations Committee. The Commissioner may within fourteen (14) days of the receipt of such notice reinstate the unit member upon a finding that such termination was made without just cause. The Commissioner shall do so by notice in writing to the unit member which shall set forth his/her findings fully and completely. In the event of such notice by the Commissioner, copies shall be provided to the President of the Association, the President of the University and the Employee Relations Committee.

M. Appointment of Academic Administrators

Each of the Universities may grant persons appointments as academic administrators, whether any such person comes from within or outside the bargaining unit, ~~for a period of up to six (6) years on terms~~ that permit such person to return to or to take up a faculty or librarian appointment with tenure at such University; every such faculty appointment shall be within a particular academic department at the University (which shall be deemed to include the successor, by merger or otherwise, to such department). ~~Any person to whom a University grants such an appointment and who serves therein for more than six (6) years shall be permitted to return to and take up a faculty or librarian appointment with tenure at such University only after first having been evaluated for tenure in accordance with the requirements of Article VIII of this Agreement or in accordance with the corresponding provisions of any successor agreement then in effect. Should any person from outside the bargaining unit be appointed to an academic administrator position with the right to take up a faculty or librarian appointment with tenure, that person must demonstrate having held an appointment with tenure as a faculty member or librarian at a regionally accredited four year institution.~~

For the purposes of this Section M, an appointment as an academic administrator shall be an appointment granted to a person who holds or has held an appointment with tenure as a faculty member or librarian at a college or university and whose administrative appointment is academic in its nature. The position of University President shall not be considered an academic administrative appointment.

Nothing in this Agreement, including this Section M, shall be deemed to prohibit any Board of Trustees from terminating, at any time, any leave of absence granted to a member of the bargaining unit for the purpose of enabling him or her to accept an appointment as an academic administrator.

Whenever a person who holds an appointment as an academic administrator returns to or takes up (upon the termination of such appointment) a faculty or librarian appointment, he/she shall, upon first returning to or taking up such faculty or librarian appointment, be paid no more than eighty percent (80%) of the salary he/she was last paid as an academic administrator; provided only as follows:

1. In no event shall an academic administrator who is returning to a position within the bargaining unit that he/she held prior to being granted an appointment as an academic administrator be paid less than an amount equal to the salary last paid such administrator, as he/she was when last a faculty member or librarian, on the date immediately prior to the date on which he/she was appointed to an administrative position, but increased by the amount of all those increases in salary that were of general application to faculty members and librarians and that would otherwise have been granted him/her had he/she remained a faculty member or librarian, whether such increases were accorded by law, by vote of the Board or by any collective bargaining agreement.
2. Whenever the provisions of the preceding subsection 1 are of application to an academic administrator who is returning with Blue and Gold status to a position within the bargaining unit at the Massachusetts Maritime Academy, the formula described in the preceding subsection 1 shall include the fifteen percent (15%) supplement that is payable to persons who hold positions in the bargaining unit with such status, it being the understanding of the parties that any such academic administrator shall continue to be obliged to discharge the balance of any Blue and Gold obligation that he/she had immediately prior to taking up his/her academic administrative position.

On or before September 30 of each year, the President of each University shall provide the Chapter President with a list of the names of those persons who hold academic administrative appointments and who have a right to return to or to take up a faculty or librarian appointment. An academic administrator who meets the criteria in this Section M is not eligible for faculty or librarian rank and tenure until his/her name appears on such a list by September 30 of any academic year. An otherwise eligible academic administrator whose name does not appear on the list provided by September 30 of any given academic year may not be appointed to a faculty or librarian position pursuant to this Section M during such academic year.

Whenever any person who holds an appointment as an academic administrator returns to or takes up a faculty or librarian appointment, he/she shall occupy a position created for that purpose and shall not occupy a vacant position the department or library has then been authorized to fill, nor shall he/she bump the incumbent of any position.