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September 10, 2013
University Revised Proposal – Article 18
Tentative Agreement

For AAUP: _____ Date: _____

For the University: _____ Date: _____

Article 18. ~~FIXED-TERM NON-TENURE TRACK~~ INSTRUCTIONAL AND RESEARCH FACULTY

Section 1. Introduction

- (a) The University and the Association recognize that in order to maintain a vital university culture we must develop a primarily tenured and tenure-track faculty, protect participatory governance structures, guarantee the diversity of our faculty, and assume the rights and responsibilities of academic freedom. The University and the Association acknowledge that a reasonable assurance of continued employment provides for a highly qualified faculty and protects academic freedom essential to the integrity of teaching and scholarship.
- (b) The University acknowledges the value of the services of ~~fixed-term non-tenure instructional track instructional~~ and research faculty, the need for continuity of services, and the benefits that follow from the employment of fixed-term term instructional and research faculty in commitment to the institution, to strong programs, to consistent advising, and to retention. ~~Fixed-term faculty Non-tenure track members~~ are ensured the inherent rights of academic freedom and they recognize the accompanying responsibilities.
- (c) Definition of ~~Fixed-Term Non-Tenure Track~~ Faculty. ~~Fixed-term faculty Non-tenure track faculty members, also commonly known as fixed-term faculty members,~~ are faculty members who are not on tenure-track appointments, but whose appointments are at least .50 FTE annualized. These appointments are primarily for instruction and research as described in the position descriptions. Appointments are for a specific period of time, as set out in the notice of appointment, or are on a continuing basis subject to the schedule of notice of termination of employment outlined in Section 7 below.

Section 2. ~~Fixed-term Non-Tenure Track~~ Instructional Faculty Appointments

- (a) The University and the Association recognize that ~~fixed-term non-tenure track~~ instructional faculty members are, even in a first year of employment, an essential and integrated part of a department's or program's staff. Initial appointments are not the responsibility of a sole administrator. Where possible, a committee of at least three (3) shall seek qualified applicants and forward a recommendation to the chair.
- (b) The University and the Association recognize that clear communication of expectations and rewards is essential for a fair and productive professional relationship. To that end, the University will provide template letters of offer for ~~fixed-term non-tenure track~~ instructional appointments. For ~~fixed-term non-tenure track~~ instructional appointments, 1.00 FTE will

include no more than 36 course credits of assigned teaching per academic year. Assigned university/community/professional service and scholarly work shall not exceed ten percent (10%) of an instructional ~~fixed-term non-tenure track~~ faculty member's workload without a reduction in instructional load.

- (c) The template letter of offer will include a position description. Taken together, a letter of offer and position description for ~~fixed-term non-tenure track~~ instructional appointments will include the following information: appointment start ~~and date, appointment~~ end dates (if applicable), FTE, annual salary rate, actual salary, teaching assignment (including, where possible, the list of courses to be taught and the location of those courses if not on the downtown University campus) and any expectations for research and scholarly work, university service, professional service, or other responsibilities. Bargaining unit members shall have an opportunity to review the letter of offer and position description and will affirm their acceptance of the offer of employment by signing and returning to the University a copy of both the letter of offer and the position description.
- (d) The University will direct departments to complete letters of offer and position descriptions at least 30 days prior to the start of work for the initial term of employment of any ~~fixed-term non-tenure track~~ instructional faculty member so that employment documents are forwarded to the Office of Human Resources according to the published payroll deadline schedule.

Section 3. ~~Fixed-term Non-Tenure Track~~ Research Faculty Appointments

- (a) The University and the Association recognize that ~~fixed-term non-tenure track~~ research faculty members are, even in a first year of employment, an essential and integrated part of a department's or program's staff. Initial appointments are not the responsibility of a sole administrator. Where possible, a committee of at least three (3) shall seek qualified applicants and forward a recommendation to the chair.
- (b) The University and the Association recognize that clear communication of expectations and rewards is essential for a fair and productive professional relationship. To that end, the University will provide template letters of offer for ~~fixed-term non-tenure track~~ research appointments. Assigned university/community/professional service and instructional work shall not exceed ten percent (10%) of a ~~fixed-term non-tenure track~~ research faculty member's workload without a reduction in the research load.
- (c) The template letter of offer will include a position description. Taken together, a letter of offer and position description for ~~fixed-term non-tenure track~~ research appointments will include the following information: appointment start ~~date, and appointment~~ end dates (if applicable), FTE, annual salary rate, actual salary, research assignment and any expectations for additional research and scholarly work, university service, professional service, or other responsibilities. Bargaining unit members shall have an opportunity to review the letter of offer and position description and will affirm their acceptance of the offer of employment by signing and returning to the University a copy of both the letter of offer and the position description.
- (d) The University will direct departments to complete letters of offer and position descriptions at least 30 days prior to the start of work for the initial term of employment of any ~~fixed-term non-~~

tenure track research faculty member so that employment documents are forwarded to the Office of Human Resources according to the published payroll deadline schedule.

[DELETE SECTION 4 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING]

Section 4. Reviews of Non-Tenure Track Instructional and Research Faculty

- (a) Each Department/Academic Unit shall establish and maintain guidelines for review of non-tenure track instructional and research faculty bargaining unit members that are consistent with the policy and procedures regarding tenure, promotions and merit increases references in Article 14. Nothing in this provision affects or alters the Association's ability to file a grievance, as provided in Article 28, that alleges a violation of such guidelines.
- (b) The guidelines adopted by each Department/Academic Unity must, at a minimum:
 - a. Be in writing and be made available to members;
 - b. Establish job-relevant evaluation criteria
 - c. Provide that the results of the review be in writing and provided to the member;
 - d. Provide that the member is entitled to meet with the reviewers;
 - e. Provide that the member is able to respond to the review by submitting a statement or comments, which shall be attached to the review.
 - f. Provide that the member may submit relevant materials to the reviewers.
 - g. Provide that the member may request a review if one has not been provided within the time period provided for by the guidelines.

Section 5. Seniority Status

- (a) The University and the Association agree that completion of six (6) or more years of full-time continuous service constitutes seniority for a fixed-term non-tenure track faculty member. ~~Given consistent programmatic/curriculum needs, departments shall first offer fixed-term appointments to qualified fixed-term faculty with seniority.~~
- ~~(b) The University commits to send letters of offer no later than June 15th of each year to fixed-term instructional faculty members that (1) the University intends to continue to employ, and (2) have achieved seniority status with at least ten (10) years of continuous service.~~
- (e)(b) Upon request, the fixed-term non-tenure track faculty member with seniority must be considered for professional development leave without pay with the right to return. This seniority standard does not prohibit fixed-term non-tenure track faculty members from applying for earlier leaves or sabbatical leaves [as defined in Article 33 (SABBATICAL LEAVES)].

Section 6. The University will publish a chart including but not limited to the types of leaves, awards, grants, and appointments for which fixed-term non-tenure track faculty are eligible. This chart will be included in the ABC's of PSU, the Office of Human Resources web site, and the appendices Appendix F to the collective bargaining agreement.

[DELETE SECTION 7 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING]

Section 7. Notice of Termination of Employment

Unless their Notice of Appointment letter indicates that the appointment is time-limited, non-tenure track faculty shall be appointed on an indefinite basis. They shall be entitled to the following schedule of notice of termination of appointment.

Less than 3 years of service

One full academic term

3 or more years of service

Two full academic terms

For purposes of this Article: (a) “service” is defined as the member’s time as a non-tenure track faculty member, and (b) “academic term” is defined as the Fall, Winter and Spring terms, unless the member’s Notice of Appointment includes Summer term, in which case Summer term is also an “academic term.”

Section 8. Nothing in Article 18 shall be construed as superseding Article 22 (RETRENCHMENT).