

Article 15

TENURE

A. Definition

Tenure shall mean the right of a FACULTY MEMBER to hold his/her position and not to be removed therefrom except for just cause as hereinafter set forth in this Article or except as provided elsewhere in this Agreement.

B. There shall be a probationary period of five (5) full academic years at the University (from the most recent date of appointment) for each FACULTY MEMBER. During the probationary period, the FACULTY MEMBER shall be observed and evaluated in accordance with the provisions of Article 12, PERFORMANCE REVIEW AND EVALUATION OF FACULTY. Only full-time employment at the University in a non-temporary position shall be counted in computing the probationary period, except that time spent in a temporary or regular part-time, temporary full-time or regular full-time position at any UNIVERSITY or any other regionally accredited four year institution of higher education may, on the recommendation of the department and the approval of the President, be counted at the time of appointment toward the required probationary period. Any semester a probationary FACULTY MEMBER is on full leave from the University, with or without pay, will not be counted toward the required probationary period. No FACULTY MEMBER will be granted tenure unless he/she has met the minimum qualifications for the rank of assistant professor as set forth in applicable laws.

C. 1. Each University President shall, by October 1 (February 1 for FACULTY MEMBERS with January anniversary dates), send a notice to all fifth year probationers with copies to the appropriate department chairperson, Dean (or other appropriate manager), and Provost, notifying the fifth year probationer that he/she has until December 31 (May 1 for FACULTY MEMBERS with January anniversary dates) of that year to apply for tenure. By December 31 (May 1 for FACULTY MEMBERS with January anniversary dates) of the fifth year of the probationary period, a FACULTY MEMBER may apply for tenure. The request for tenure shall be submitted to the President, with a copy to the appropriate department. This request shall include a statement of the reasons why the FACULTY MEMBER believes he/she should be granted tenure. By May 31 (December 31 for FACULTY MEMBERS with January anniversary dates) of the fifth year of probationary employment, the President shall either grant tenure to the probationer or the probationer's sixth year of employment shall be a terminal year of employment.

2. If a fifth year probationary FACULTY MEMBER fails to apply for tenure, that probationer's sixth year of employment shall be a terminal year.

D. All present FACULTY MEMBERS who hold tenure as the result of procedures established at their respective UNIVERSITIES shall continue in that status.

E. The procedure for granting tenure shall be:

~~1.~~ ~~4.~~—A department committee, which shall include tenured FACULTY MEMBERS, if available, shall recommend to the University-wide tenure committee, elected by and from the FACULTY, the names of those eligible fifth-year probationary non-tenured FACULTY MEMBERS of the department who have applied for tenure and whom they consider to be qualified for tenure; provided, however, that the department chairperson shall make an independent recommendation to the University-wide tenure committee regarding those other than himself/herself who have applied for tenure. No FACULTY MEMBER shall serve on a departmental or University-wide tenure committee when he/she, or a member of his/her immediate family, or a person residing in his/her household is an applicant for tenure. No department chairperson shall make a recommendation regarding tenure for himself/herself, or a member of his/her immediate family, or a person residing in his/her household. Immediate family shall be defined as spouse, child, step-child, parent, step-parent, parent-in-law, brother, sister, brother-in-law, or sister-in-law. A department chairperson shall not be permitted to participate in the review of any applicants, if he/she is an applicant, or if any applicant is a member of his/her immediate family or a person residing in his/her household. The department shall select another FACULTY MEMBER in the department acceptable to the department and management to substitute for the department chairperson.

If there is an insufficient number of tenured faculty members to serve on the department committee, the procedure identified in Article 12 C.1.a. shall be utilized to form the department committee.

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2. The recommendation of the department committee and of the department chairperson shall be completed no later than February 15 (October 1 for FACULTY MEMBERS with January anniversary dates), and by that date, the department chairperson shall submit the full list provided by the department committee together with his/her recommendation, in writing, with respect to each applicant, to the University-wide tenure committee, and a copy of the full list including the recommendations shall be forwarded to the Dean (or other appropriate manager), and the President. If the department committee or department chairperson fails to submit a recommendation to the University-wide tenure committee by the appropriate date, the applicant may submit the application and the supporting material directly to the University-wide tenure committee.

3. The Dean (or other appropriate manager) shall submit a recommendation for tenure to the University-wide tenure committee, with a copy to the President, no later than March 1 (October 15 for FACULTY MEMBERS with January anniversary dates).

~~4.~~ The University-wide tenure committee, which shall consist of tenured FACULTY MEMBERS, shall review all tenure applications and recommendations received pursuant to this Article and shall, by April 15 (November 15 for FACULTY MEMBERS with January anniversary dates), submit its recommendations (positive and negative) with an explanation of how each applicant meets or does not meet the criteria defined in Article 12, together with the data upon which those recommendations are based, to the President

~~or his/her designee.~~ Each applicant for tenure shall have the right to request and make an appearance before the University-wide tenure committee to speak on his/her own behalf, before the committee submits its recommendations to the President ~~or his/her designee.~~

54. The President shall grant tenure effective as of the beginning of the next academic term to those FACULTY MEMBERS whom he/she approves and such decisions shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION. However, if at least ~~two (2)~~three (3) of the ~~three (3)~~four (4) recommendations (department committee, University-wide committee, department chairperson, dean (or other appropriate manager)) are positive with respect to the granting of tenure and the President denies tenure, the FACULTY MEMBER shall have the right to grieve the denial of tenure in accordance with the terms of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION. The burden of proof shall rest with the FACULTY MEMBER to prove by clear and convincing evidence that the decision to deny tenure was arbitrary and capricious. [Note: This proposal confirms the parties arbitral history related to burden of proof.]

65. The President shall notify in writing each eligible FACULTY MEMBER, who applied for tenure in accordance with the above, of either the positive or the negative decision made with respect to the granting of tenure. The President shall make his/her decision by May 31 (December 31 for FACULTY MEMBERS with January anniversary dates). In the event that the President does not grant tenure to a FACULTY MEMBER who has been so recommended by the University-wide tenure committee, the reasons therefore shall be given to such committee and the affected FACULTY MEMBER(S), if requested in writing.

76. The President shall act independently if the committee(s) fails to act within the time limits specified. Action or inaction by FACULTY MEMBERS of the bargaining unit relating to tenure is not grievable and will not bar the President from taking actions he/she deems to be either appropriate or required.

87. Representatives of local APSCUF shall have the right to meet with the department and University-wide tenure committees for the purpose of explaining the duties and responsibilities of committee members.

F. 1. A tenured FACULTY MEMBER may be terminated, suspended without pay for a period not to exceed sixty (60) days, or otherwise disciplined only for just cause. In the event the President believes such just cause exists, he/she shall give written notice, specifying the reasons, to the affected FACULTY MEMBER and APSCUF, and that FACULTY MEMBER shall have the right to grieve solely by means of and in compliance with all provisions of the procedure provided for in Article 5, GRIEVANCE PROCEDURE AND ARBITRATION.

2. A probationary non-tenured FACULTY MEMBER may be terminated, suspended without pay for a period not to exceed sixty (60) days, or otherwise disciplined at any time prior to the expiration of his/her five (5) year probationary period. The President

shall give written notice to the affected non-tenured probationary FACULTY MEMBER and APSCUF, specifying the reasons for the discipline, and that non-tenured probationary FACULTY MEMBER shall have the right to grieve where the non-tenured probationary FACULTY MEMBER asserts that the discipline is discriminatory or arbitrary and capricious, but such assertions shall be processed solely by means of and in compliance with all provisions of the procedure provided for in Section C. of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION. This subsection does not apply to non-renewal actions.

G. 1. If a REGULAR FACULTY MEMBER is terminated and a grievance is filed contesting the termination, all pay and benefits shall continue for a period of ninety (90) days from the effective date of termination, which date shall be determined solely by the President in his/her discretion. At the end of this ninety (90) day period all pay shall cease; all benefits likewise shall cease, with the exception of life insurance, hospital and medical coverage, and health and welfare benefits, which shall continue until the date the grievance is resolved or the date the arbitration decision is issued on the grievance, whichever occurs first.

2. The President, in his/her sole discretion, may extend the termination date of a FACULTY MEMBER and may assign the FACULTY MEMBER the same or other academic or administrative duties if the President in his/her sole discretion determines that such assignment will not be detrimental to the operation of the University. The FACULTY MEMBER may, at the President's sole discretion, be offered these same or other duties and may continue on the payroll of the University.

3. If a terminated FACULTY MEMBER contests his/her termination by filing a grievance, such grievance will be handled in an expeditious fashion in the steps of the grievance procedure. If the grievance is not resolved by the third step of the grievance procedure and APSCUF requests that the grievance be submitted to arbitration, the parties will make a good faith effort to schedule the grievance for hearing before an arbitrator within ninety (90) days, or sooner if possible, of the date the request for arbitration is received by the STATE SYSTEM/UNIVERSITIES.

H. If a REGULAR FACULTY MEMBER is suspended pursuant to this Article, all benefits, including but not limited to hospital and medical insurance, life insurance, and health and welfare benefits, shall be continued for the duration of the suspension.

I. A President may grant Provosts and Academic Deans tenure in accordance with the following procedure. Such tenure will not accrue seniority credit within the bargaining unit, while serving in the management position. A President may place a Provost or Academic Dean who has been granted tenure in bargaining unit vacancies.

1. A President may grant tenure to a new or current Provost or Academic Dean who has previously obtained tenure at the UNIVERSITY or at another STATE SYSTEM UNIVERSITY.

2. A President may grant tenure to a new or current Provost or Academic Dean, who had previously obtained tenure at a regionally accredited four year institution, after submission of the name of the applicant(s) for tenure to the department's full-time regular FACULTY MEMBERS for a credential review and tenure recommendation.

3. New or current Provosts or Academic Deans, who had not previously obtained tenure, may be assigned to an academic department with academic rank by the President. In the event the individual is transferred to the bargaining unit by the President, he/she shall have the status of a probationary FACULTY MEMBER.

4. The President's decision to grant tenure to a Provost or Academic Dean shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION.

5. The following positions shall be eligible for tenure under this provision: the Chief Academic Officer of a UNIVERSITY, Deans of Schools or Colleges of a UNIVERSITY, and Graduate School Deans. New positions shall be eligible with the agreement of APSCUF and the STATE SYSTEM.

6. During the term of this Agreement, the STATE SYSTEM agrees not to retrench a FACULTY MEMBER teaching in a department where a Provost or Academic Dean has been placed into a bargaining unit vacancy, where the retrenchment is the direct result of the Provost's or Academic Dean's placement.

J. In addition to those positions noted in Section I above, effective (date), a President may grant continuation of tenure to Associate Provosts and Associate Deans who are appointed directly from his/her tenured faculty position within the University. The President's decision to grant continuation of tenure to an Associate Provost or Associate Dean shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION. An Associate Provost or Associate Dean appointed in accordance with this provision may be placed at the President's discretion in a bargaining unit vacancy at the rank held prior to appointment as a manager. Appendix C, Section L., related to seniority applies.