

## Article 7

### PERFORMANCE OF BARGAINING UNIT WORK

#### A. Preamble

No bargaining unit work may be assigned to another person except as provided in this Article.

#### B. ACADEMIC FACULTY and ADMINISTRATIVE FACULTY

1. Members of the ADMINISTRATIVE FACULTY may perform teaching duties as part of their professional responsibilities.
2. Members of the ADMINISTRATIVE FACULTY who perform teaching duties shall be evaluated with respect to such teaching duties in the same manner as ACADEMIC FACULTY MEMBERS.
3. ACADEMIC FACULTY MEMBERS performing professional duties of the ADMINISTRATIVE FACULTY shall be evaluated in the same manner as members of the ADMINISTRATIVE FACULTY.
4. Subject to the approval of the President and the majority secret ballot of the regular full-time FACULTY in the receiving department, members of the ADMINISTRATIVE FACULTY shall have the right to return to full-time teaching positions within departments in which they have formerly taught.
5. Members of the ADMINISTRATIVE FACULTY, who in the opinion of the President have the requisite qualifications to teach in a department, may be placed in a full-time, budgeted, available, uncommitted teaching vacancy in a department, provided that the approval of the majority secret ballot vote of the regular full-time FACULTY in the receiving department has been obtained prior to the appointment. An ADMINISTRATIVE FACULTY MEMBER placed in such a position shall retain all University-wide seniority credit previously accrued. Actions taken under this subsection shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, provided the department's approval has been obtained.
6. At the discretion of the President or his/her designee, Subject to the approval of the President and the majority secret ballot vote of the regular full-time FACULTY in the receiving department, ACADEMIC FACULTY MEMBERS may be transferred full-time to another department within the bargaining unit (s). The regular full-time FACULTY in the receiving department will be provided an opportunity to make a recommendation regarding the transfer. All rights under this Agreement shall be transferable to the new assignment. ~~Such transfer and assignment shall only be made with the approval of the ACADEMIC FACULTY MEMBER involved.~~

7. Part-Time Teaching in Other Departments

a. ~~At the discretion of the President or his/her designee, FACULTY MEMBERS may be assigned invited to teach on a part-time basis in for one or more other departments in the University. The regular full-time FACULTY in both the receiving and sending departments will be provided an opportunity to make a recommendation regarding the assignment. Such invitation must have the approval of the President and the majority secret ballot vote of the regular full-time FACULTY in the receiving and sending departments, and shall be voluntary on the part of the ACADEMIC or ADMINISTRATIVE FACULTY MEMBER.~~

b. ~~Such invitation and assignment shall not exceed fifty percent (50%) of the ACADEMIC or ADMINISTRATIVE FACULTY MEMBERS' workload for the semester unless approved by the majority secret ballot vote of regular full-time FACULTY of the sending and receiving departments and local APSCUF.~~

~~e-b.~~ All rights and responsibilities of FACULTY MEMBERS under this Agreement will remain with the sending department.

C. Graduate Assistants

1. Presidents may appoint graduate assistants to be assigned to regular FACULTY MEMBERS to assist in research, instruction, and other professional duties.

2. At no time shall graduate assistants instruct lectures or laboratories unless the FACULTY MEMBER assigned to teach the course is present in the classroom or laboratory.

D. Teaching Associates

Teaching Associates may be appointed at UNIVERSITIES granting doctorates pursuant to the provisions set forth below:

1. In a given department the number of teaching associates may not exceed twenty percent (20%) of the number of the regular full-time FACULTY in that department; however, all departments with doctoral programs are entitled to at least three (3) teaching associates:

a. Prior to the beginning of each semester, a department with doctoral program(s) having teaching associates must report to local meet and discuss the number of teaching associates it has appointed for that semester. The number of teaching associates recommended must be approved by a majority secret ballot vote of the regular full-time FACULTY within the department in accordance with its established procedures.

b. The department must also report to local meet and discuss the total number

of credit hours to be taught by teaching associates in the department. The number of credit hours recommended may not exceed the total number of workload equivalents granted to regular full-time FACULTY MEMBERS for scholarly activity in that department pursuant to Article 23, Section J. The department's report shall contain appropriate data to show compliance with this subsection.

2. A teaching associate may be appointed to a department if:
  - a. He/she is registered for credit as a doctoral student in good standing in the department and possesses a master's degree or at least thirty-six (36) graduate credits.
  - b. He/she is recommended for appointment by a majority secret ballot vote of the regular full-time FACULTY in the department in accordance with its established procedures.
3. An individual teaching associate will be appointed for one (1) academic year with the possibility of reappointment for a second year. Special requests for a third year appointment will be considered on a case by case basis and must be approved at local meet and discuss.
4. Teaching associates may teach no more than six (6) credits of undergraduate courses per semester. These courses must be in the department in which the student is enrolled for doctoral study. In special cases, teaching associates may be given teaching assignments outside their major department in a closely related area if:
  - a. This action is recommended by a majority secret ballot vote of the regular full-time FACULTY in each department involved in accordance with its established procedures; and
  - b. There is agreement to this arrangement at local meet and discuss.
5. Teaching associates will be assigned a regular full-time FACULTY MEMBER as a mentor. The FACULTY mentor shall accrue one (1) credit hour workload equivalent for each teaching associate assigned to him/her in a given semester.
6. Teaching effectiveness will be the primary category for the evaluation of teaching associates. The procedures and criteria for evaluation of teaching associates shall be uniformly applied at the UNIVERSITIES and shall be agreed to at local meet and discuss, but must minimally include:
  - a. Student evaluations as mandated for probationary FACULTY in Article 12;
  - b. Classroom observations by the department evaluation committee and department chairperson as mandated for probationary FACULTY in Article 12;
  - c. A written evaluation from the FACULTY mentor which will be forwarded

to the department evaluation committee and incorporated into the department evaluation committee's and department chairperson's reports pursuant to paragraph d. below;

d. Written evaluations by the department evaluation committee and department chairperson as mandated for probationary FACULTY in Article 12.

7. The University shall provide the teaching associate with a package of fee waivers and stipend in any combination, but waivers and stipend must total no less than a minimum of one-half of the current salary for Instructor Step 1.

8. General prohibitions:

a. Teaching associates may not be assigned to teach at branch campuses.

b. Teaching associates may not be assigned to teach summer school.

c. In no case shall a teaching associate be appointed in an academic area where there is a qualified retentee with preferential hiring rights or preferred rehiring rights in the STATE SYSTEM.

9. Indiana University of Pennsylvania administration and local APSCUF negotiated a local agreement concerning teaching associates dated February 10, 1999. The provisions of that agreement shall apply during the term of this Agreement for Indiana University of Pennsylvania only.

~~10. Unless a successor Agreement or a local agreement is negotiated prior to June 30, 2002, the provisions of this Section will extend for a period not to exceed six (6) months.~~

Commented [LS1]: T/A by APSCUF August 2, 2016.

E. Distinguished Visiting Professors

The UNIVERSITIES may hire distinguished visiting professors within the provisions of this Article.

1. Visiting professors may be appointed by the President for terms up to two (2) years. A third year may be granted with the approval of APSCUF at local meet and discuss. Each University may have three (3) visiting professors at any time. UNIVERSITIES with an enrollment of more than 6,000 FTEs may employ one (1) additional visiting professor for each additional 2,500 FTEs or fraction thereof.

2. Criteria for visiting professorships shall be agreed upon at local meet and discuss and submitted to State Meet and Discuss for review and approval. These criteria shall reflect standards required of truly competent and distinguished individuals. Under no conditions shall distinguished visiting professors be hired until such time as the criteria has received final approval at State Meet and Discuss.

3. Presidents shall make such appointments upon the nomination of a department,

secured by a secret ballot vote of the majority of the regular full-time FACULTY MEMBERS, for a specific visiting professor, ~~and only upon the recommendation of a University wide committee. The composition of the University wide committee shall be agreed to at local meet and discuss.~~

4. The visiting professor must be appointed at the rank of Professor and shall be remunerated at a salary no lower than Professor Step 1. Such individuals may be remunerated at a rate of pay higher than that provided for in this Agreement. The thirty percent (30%) rule for full professorships shall not include appointments made under this Article.

~~5. In cases where distinguished individuals wish to contribute their services for less than the stipulated minimum pay, the terms of this Agreement shall require the approval of APSCUF at local meet and discuss.~~

Commented [LS2]: Tentative Agreement Reached

~~5.6.~~ Visiting professors may be assigned regular classes or special assignments, but in no case shall they assume overload assignments. It is the expectation that the University will seek to utilize the talents of these individuals in creative and non-traditional ways.

~~6.7.~~ Visiting professors shall not be subject to the evaluation procedures of this Agreement, unless they do so voluntarily nor shall they exercise the voting rights of regular FACULTY MEMBERS as provided for in this Agreement.

~~7.8.~~ In no case shall a visiting professor be hired to teach regular University courses in an academic department where there is a qualified retrenchee available.

#### F. Managers

1. Managers who perform teaching duties shall be evaluated with respect to such teaching duties in the same manner as an ACADEMIC FACULTY MEMBER(S), in accordance with the provisions of Article 12, PERFORMANCE REVIEW AND EVALUATION OF FACULTY.

2. A manager who has held a tenured faculty position at his/her University may, within three (3) years of his/her appointment to a management level position, return with the approval of the department to his/her former status in a department which has a vacancy approved by the President. Such approval shall require a majority secret ballot of the regular full-time members of the department. A manager who returns to a former department on or after January 1, 1986 in accordance with this procedure shall be given service credit for all prior time spent in what is now the bargaining unit, but shall receive no service credit for the time spent as a manager. Managers who returned to a former department prior to January 1, 1986 shall continue to receive service credits in accordance with the previous Agreements between the STATE SYSTEM and APSCUF. This provision is effective for tenured faculty who were appointed to a management level position prior to (date). Tenured faculty appointed to a management level position after (date) will be in accordance with Article 15, Section J.

3. Any manager other than those provided for in Section F.2. above shall begin his/her service in the bargaining unit with no service credit.

4. Acting Managers

a. A FACULTY MEMBER serving as an acting manager is a member of the FACULTY bargaining unit. A President or the Chancellor may make an initial acting manager appointment for two (2) years without approval of local or State APSCUF. Extensions for up to a second year require the approval of the FACULTY MEMBER and local APSCUF or State APSCUF for an appointment in the Office of the Chancellor, if only a one (1) year appointment is made and there is a need for an additional year. Time spent as an acting manager will accrue service credits in the bargaining unit as defined in the Seniority Policy.

b. A FACULTY MEMBER serving as an acting manager may teach one (1) course per semester (fall, spring, summer) without approval of local APSCUF. Local APSCUF approval is required, if the FACULTY MEMBER serving as an acting manager is requested to teach a second course during the semester. If a course is taught, overload shall be paid. The annual salary used in calculating overload will not include the out-of-class assignment monies. In no case shall an acting manager be assigned to teach where there is a qualified retrenchee with preferential hiring rights in the STATE SYSTEM.

c. FACULTY MEMBERS on nine (9) month contracts appointed as acting managers for up to one (1) year will not be entitled to annual leave. A FACULTY MEMBER appointed initially to a two (2) year appointment as an acting manager will receive ten (10) days of annual leave in the first year and fifteen (15) days of annual leave in the second year. Any annual leave not used will lapse at the end of the acting manager appointment. FACULTY MEMBERS on twelve (12) month contracts shall accrue and use annual leave pursuant to Article 21, FRINGE BENEFITS, Section G.

d. An acting manager may not participate in departmental meetings.

e. Time spent as an acting manager shall not count in computing the probationary period, but shall count when computing years of service for salary increments, promotion, and sabbatical leave.

f. A FACULTY MEMBER who is disciplined for conduct as an acting manager may not challenge the discipline pursuant to Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, unless disciplined for conduct related to the FACULTY MEMBER'S performance of duties and responsibilities as a FACULTY MEMBER.

G. Non-Bargaining Unit Employees

Non-bargaining unit employees, who in the opinion of the President have the requisite qualifications, may be assigned by the President to teach courses or perform other duties in an

State System Proposal

August 9, 2016 [Revised October 11, 2016](#)

academic department provided the approval by secret ballot vote of the majority of the regular full-time FACULTY of the academic department and local APSCUF has been obtained prior to making the assignment. In no case shall such non-bargaining unit employees be assigned to teach or work in an area where there is a qualified retentee with preferential hiring rights in the STATE SYSTEM.

H. Academic Rank for Provosts and Academic Deans

Provosts and Academic Deans may be appointed with academic rank. Such an appointment with academic rank shall not make these managers members of the bargaining unit nor grant them any rights under this Agreement with the exception that should these managers assume a position in the bargaining unit, such position will be held at the academic rank awarded at the time of appointment.