6 - APPOINTMENT

[The following language shall be substituted for the current language of Article 6]

A. Terms of Appointment and Advancement in Rank

1. **An academic year includes the Fall semester, Winter session, the Spring semester and each of the three Summer sessions. For the purposes of this article and elsewhere in this contract, "semester" shall be defined as one Fall semester, one Winter session, one Spring semester, or any one of the Summer sessions. All teaching semesters count toward advancement and appointment, including any summer/winter service time, and any semesters a Fractional NTT served as an NTT. Breaks in service do not affect the number of semesters accrued.**

2. **<u>Appointment Letters</u>**

   a. An appointment letter for a Fractional NTT appointed to teach beginning at the start of the Fall semester must be provided to the Fractional NTT no later than June 1st of the same year. An appointment letter for a Fractional NTT appointed to teach beginning at the start of the Spring semester must be provided to the Fractional NTT no later than November 1st of the same year.

   b. An appointment letter for a Fractional NTT hired to teach beginning at the start of the Winter semester must be provided to the Fractional NTT no later than October 1st of the same year. An appointment letter for a Fractional NTT hired to teach beginning at the start of the Summer semester must be provided to the Fractional NTT no later than April 1st of the same year.

   c. In the event that appointment letters are not provided according to the schedule outlined in 2a. and 2b., the Fractional NTT shall receive compensation equal to 10% of the total course compensation.

   d. Letters of appointment, including letters of reappointment, shall include at least the following: (1) annual salary; (2) title/rank; (3) effective dates and term of appointment; (4) notification date for reappointment; (5) approximate number of students which they are expected to teach in the section for which they are hired; (6) notice that the position is covered under the Recognition Clause of the collective negotiations agreement between the PTLFC-AAUP-AFT and the University; (7) the Fractional NTT's responsibilities, which may be amended with written notice to the Fractional NTT; and (8) the evaluation criteria for reappointment and promotion. This provision does not apply to faculty in the "Instructor, Fractional NTT" title.

   e. Appointment letters shall be provided to Fractional NTTs and to the PTLFC-AAUP-AFT. The purpose of the letter of appointment is to advise a Fractional NTT of the contractual terms of his/her term appointment. The terms, as set forth in the appointment letter, are not subject to challenge through the grievance procedure; violations of the terms of appointment letters, or of applicable University policies and provisions of this Article, may be grieved as independent violations and the appointment letter may be used as evidence in a grievance or arbitration proceeding.

3. **<u>Initial Appointment</u>**

The initial appointment of a Fractional NTT shall be for a term of one semester. A Fractional NTT under this appointment shall be considered an "Instructor, Fractional NTT."

4. Second Appointment

The second appointment of a Fractional NTT shall be for a term of at least one semester, as defined by 6.A.1 (above). An instructor under this appointment shall also be considered an "Instructor, Fractional NTT".

5. Third Appointment

The third appointment of a Fractional NTT shall be for a term of at least one year. Within the one-year term, the Fractional NTT shall receive an appointment to teach at least as many courses as the Fractional NTT taught during the two immediately preceding one-semester appointments, unless otherwise mutually agreed upon by the chair and Fractional NTT. A Fractional NTT receiving a third appointment shall be at the rank of "Assistant Professor, Fractional NTT." See 9.A.1.a.

6. Fourth Appointment

The fourth appointment of a Fractional NTT shall be for a term of not less than three (3) years, and each year of the term the Fractional NTT shall receive an appointment to teach at least as many courses as the Fractional NTT taught during the immediately preceding one-year term, unless otherwise mutually agreed upon by the chair and Fractional NTT. ~~Fractional NTTs holding a three-year appointment shall be reappointed to a subsequent three-year appointment following the expiration of each 3-year appointment, unless requested otherwise by the Fractional NTT.~~ A Fractional NTT receiving a fourth appointment shall be at the rank of "Associate Professor, Fractional NTT." See 9.A.1.a.

7. Fifth Appointment

The fifth appointment of a Fractional NTT shall be for a term of not less than three (3) years, and the Fractional NTT shall receive an appointment to teach at least as many courses as the Fractional NTT taught during the immediately preceding three-year term unless otherwise mutually agreed upon by the chair and the Fractional NTT. A Fractional NTT receiving a fifth appointment shall be at the rank of "Professor, Fractional NTT." See 9.A.1.a.

8. Sixth and Subsequent Appointments

Professors, Fractional NTT reappointed after the fifth appointment shall be at the rank of a "Distinguished Professor, Fractional NTT" and each appointment following the fifth appointment shall be for a term of not less than three (3) years The Fractional NTT shall receive an appointment to teach at least as many courses as the Fractional NTT taught during the immediately preceding three-year term, unless otherwise mutually agreed upon by the chair and the Fractional NTT.

9. The application of sections 6.A.6 through 6.A.8 above, shall not prohibit appointments in excess of three (3) years for eligible Fractional NTTs.

8. No later than May 1 of each year, the Administration shall post in each department a list of Fractional NTTs who it believes will be eligible for a three-year appointment effective with the ensuing fall term, pursuant to provision 6.A.6. Any Fractional NTTs who are omitted from the list, but who believe they are eligible for a three-year appointment, shall come forward and identify themselves to the appropriate department chair within sixty (60) days of the posting. The Fractional NTTs may provide any documentation in their possession which will assist in verifying eligibility.

B. Appointment periods as dependent on semester appointed; canceled appointment compensation; class overages compensation

1. Except for their second appointment (as set forth in 6.A.4 above), each Fractional NTT's appointments shall begin the same semester as they were initially appointed, unless otherwise requested by the Fractional NTT.

2. The service period for semester-based appointments shall be two weeks prior to the start of the semester through the end of the semester dates.

3. If the Fractional NTT does not wish to accept subsequent appointments, the Fractional NTT shall decline the offer in writing no later than ten (10) calendar days after receiving their course assignment(s).

C. Appointment to vacant full-time NTT positions

1. Each department or program shall maintain a list of Fractional NTTs who have been evaluated by the department or program. If a Fractional NTT on this list applies for any position in that department or program, the department or program may review the Fractional NTT's previous periodic teaching evaluations.

2. For Fractional NTTs who seek full-time employment, the University shall make every effort to convert them to full-time, non-tenure track faculty positions (NTT) based upon years of service with those serving the longest having priority.

3. New courses in any department or equivalent shall be filled according to the following prioritization:

i. Tenured Faculty

ii. Full-time Non-tenure Track Faculty

iii Distinguished Professor, Fractional NTTs who are members of the department or equivalent with those serving the longest having priority.

iv Professor, Fractional NTTs who are members of the department or equivalent with those serving the longest having priority.

v. Associate Professor, Fractional NTTs who are members of the department or equivalent with those serving the longest having priority.

vi. Assistant Professor, Fractional NTTs who are members of the department or equivalent with those serving the longest having priority.

vii. Instructor, Fractional NTTs who are members of the department or ~~equivalent~~ with those serving the longest having priority.

viii. External candidates.

D. Appointment unavailable due to lack of work

1. In the event there is no work available to satisfy the appointment entitlement during any academic term of a one or three-year appointment, the Fractional NTT shall continue to maintain this contractual entitlement until such courses become available. This will be accomplished by placing the Fractional NTT on a publicly-available departmental list.

2. A listed employee returning to service will be employed at the same rate of pay that they previously received. The period in which the Fractional NTT was on the department list shall not constitute a break in service regarding rights previously accrued under section A of this article.

3. The PTLFC shall be provided with a copy of all letters informing an Assistant Professor, Fractional NTT; Associate Professor, Fractional NTT; Professor, Fractional NTT; or Distinguished Professor, Fractional NTT that no work exists in the department to support the subsequent appointment.

E. Conversion of PTL 2s and PTL 3s to appropriate ranks under this Agreement

Under this article's provisions, specifically its appointment progression and timeline, and according to the new titles for Fractional NTT positions, PTL 2s and those with equivalent service shall be placed in the title/rank of Associate, Fractional NTT and PTL 3s and those with equivalent service shall be placed in the title/rank Professor, Fractional NTT. "Equivalent service" refers to Fractional NTTs who have accrued service time previously as NTTs, or as PTLs and who, based on the prior accrued service, would have met the service time requirements under the predecessor collective negotiations agreement for advancement to PTL 2 / 3 status. "Service time" here refers to Semesters served as an NTT prior to Fall 2022.

F Termination

~~A PTL may only be terminated from his or her appointment for reasons related to performance, conduct or other just cause.~~ **A Fractional NTT shall only be terminated from their appointment for just cause for ~~other~~ reasons related to performance or conduct.** For purposes of this section, a course cancellation does not constitute termination. If the University terminates **a** ~~PTL~~ **Fractional NTT** during the term of **their** appointment, the University shall provide the ~~PTL~~ **Fractional NTT** with a written statement of the reasons and afford the ~~PTL~~ **Fractional NTT** the opportunity to respond. In the event the University terminates the ~~PTL's~~ Fractional NTT 's employment during the term of the appointment, such action may be grieved pursuant to **Article 5.** The University shall bear the burden of establishing just cause.

G. Reappointment

1. Notice of Non-reappointment

Fractional NTTs holding appointments of one year or more must be given notice of non-reappointment, or of intention not to recommend reappointment, as follows: four months prior to the expiration of the first year of academic service; seven months prior to the expiration of the second year of academic service; not later than twelve months in advance of the termination of the appointment in all other cases. If notice is not timely given, the contract will automatically be extended for a six-month period.

2. Standard for Non-reappointment

a. Fractional NTTs with appointments of less than 3 years

Reappointment of Fractional NTTs shall be based on the continuing need for the position, availability of funding and a positive holistic review if conducted (see Article IX.A.1.a-d).

b. Fractional NTTs with appointments of 3 or more years

The reappointment of Fractional NTTs with appointments of 3 or more years shall be presumptively renewable, meaning that a non-reappointment must be for just cause for reasons related to performance or conduct. The burden of proving just cause shall be on the University. In instances where reappointment would coincide with advancements in rank, the department chair may request a holistic review of the Fractional NTT candidate (see Article IX.A.1.a-d).