

**MANAGEMENT COUNTER ARTICLE XXV APPOINTMENTS AND
REAPPOINTMENTS 9.9.25 COMPARISON TO UNION’S COUNTER**

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XXV. APPOINTMENTS AND REAPPOINTMENTS

25.1 Assignment of Courses

Decisions regarding who is taught, what is taught, how it is taught, and who does the teaching involve administrative and academic judgment and shall be made at the sole discretion of the University. The University shall determine in its sole discretion which courses shall be offered and which Unionized Faculty members shall be assigned to teach those courses for each academic term. The University retains the right to assign the teaching of any course to individuals who are not covered by this Agreement. The listing of a course and/or designation or identification of a particular Unionized Faculty member in the schedule of classes does not constitute an appointment or assignment. The University retains the right to establish, maintain, modify or discontinue the course or course offerings (including identifiers, content, description, objections and/or capacity) that a Unionized Faculty member has been assigned to teach. The University reserves the right to cancel any course for any reason at any time in its discretion.

25.2 Letter of Appointment

The general terms and conditions of every faculty appointment for Unionized Faculty members shall be stipulated in writing at the time of the Unionized Faculty member’s initial appointment in a letter of appointment, and/or an annual, semester or other academic term contract (referred to as the “letter of appointment” or “contract” for purposes of this Agreement and sometimes referred to as the “annual contract” in the *Faculty Handbook* for purposes of any applicable cross-references). The letter of appointment may stipulate such things as faculty appointment status and salary. All letters of appointment and/or assignments of Unionized Faculty members shall only be made by the Senior Academic Officer or their designee.

1. Timeline of Appointment

A. Letters for Fall, Spring

Faculty shall be sent their Fall and Spring Term contracts no later than 30 business days before the official LOCUS start date of the course(s) they are assigned to teach. Faculty shall be notified via email whether their Fall or Spring Term course is being offered or is cancelled no later than 30 business days before the official LOCUS start date of the course(s) they are assigned to teach.

B. Letters for Summer, J-TERM

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Faculty shall be sent their J-Term and Summer Term contracts no later than five (5) business days before the official LOCUS start date of the course(s) they are assigned to teach. Faculty shall be notified via email whether their J-Term or Summer Term course is being offered or is cancelled no later than 10 business days before the official LOCUS start date of the course(s) they are assigned to teach.

25.3 Procedures for Accepting and Declining a Letter of Appointment

A. Acceptance of Appointment

A Unionized Faculty member who receives an offer and a letter of appointment must return the executed letter of appointment within ten (10) days of receiving the letter of appointment, exclusive of weekends and holidays. A shorter time period for acceptance may be required in other situations, including an initial appointment to teach a particular course, an appointment to teach an additional section of a course, or when the University needs to fill a vacancy.

B. Declining an Appointment

Except in exigent circumstances beyond the Unionized Faculty member's reasonable control, a Unionized Faculty member shall promptly notify the University if they are unable to teach a course that they have been appointed to teach.

C. Cancellation of Course

If a Unionized Faculty member's assigned course is cancelled due to lack of enrollment, the University shall notify the Unionized Faculty member of the cancellation within 48 hours, excluding holidays and weekends. If a part-time Unionized Faculty member timely accepts an offer of appointment or assignment of a course, then the part-time Unionized Faculty member may be eligible to be paid a course cancellation fee pursuant to Article XXX of this Agreement.

25.4 Term of Appointment

A. Full-Time Unionized Faculty (other than Temporary Faculty)

1. General

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Except as otherwise provided in this Agreement, the employment of full-time Unionized Faculty members (other than Temporary Faculty as described in Chapter 4(C)(4) of the *Faculty Handbook*) shall terminate upon the expiration of the term stated in the full-time Faculty member's letter of appointment, unless terminated earlier for reasons set forth in the Unionized Faculty member's letter of appointment, or as otherwise permitted by this Agreement. No appointment shall create any right, interest or expectation in any further appointment beyond its specific term.

Subject to Section 25.7, the initial appointment of a full-time Unionized Faculty member (other than Temporary Faculty) shall be a two (2) year full-time appointment, which, subject to Sections 25.6 and 25.7 herein, may be renewable at the discretion of the University.

2. Multi-Year Appointments

The reappointment of a full-time Unionized Faculty member (other than Temporary Faculty) shall be a three (3) year full-time appointment, except as set forth below.

If a full-time Unionized Faculty member (other than Temporary Faculty) has been employed by the University to teach in a full-time position and received two (2) consecutive three (3) year full-time appointments, the Unionized Faculty member shall receive a five (5) year full-time appointment, which, subject to Section 25.6 herein, may be renewable at the discretion of the University.

Nothing in this Section shall limit the University's ability to issue appointments of longer duration as determined by the University in its discretion.

B. Part-Time Unionized Faculty

1. General

Except as provided in Sections 25.4(B)(2) and 25.4(B)(3) below, the employment of Unionized Faculty members who are hired for a specific semester, academic year or other academic term with no expectation of renewal, including part-time Unionized Faculty members, shall automatically terminate upon the expiration of the term stated in such part-time Unionized Faculty member's letter of appointment, unless terminated earlier for reasons set forth in the letter of appointment, or as otherwise permitted by this Agreement and/or the *Faculty Handbook*. Sections 25.5 and 25.6 of this Article shall not apply to part-time Unionized Faculty members,

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except for those part-time Unionized Faculty members with one (1) year part-time appointments or Adjunct Instructors as described below. No appointment shall create any right, interest or expectation in any further appointment beyond its specific term.

The initial appointment of a part-time Unionized Faculty member shall be on a semester by semester basis. The reappointment of a part-time Unionized Faculty member shall also be on a semester by semester basis, except as set forth in Sections 25.4(B)(2) and 25.4(B)(3) below.

2. One (1) Year Part-Time Appointments

If a part-time Unionized Faculty member has been employed by the University to teach either: (a) at least nine (9) credit hours in at least two (2) of the preceding three (3) academic years, or the equivalent in lab courses or individualized instruction (including but not limited to tutoring, lessons, etc.), or (b) at least one (1) course in each of the preceding four (4) academic years, then the part-time Unionized Faculty member shall receive (subject to meeting all requirements of this Section 25.4(B)(2)) an initial one (1) year part-time appointment, which, subject to Section 25.6 herein, may be renewable at the discretion of the University, provided that all requirements of this Section 25.4(B)(2) continue to be met. If/when a part-time Unionized Faculty member meets the requirements of a one (1) year part-time appointment, their Chairperson, Director or other administrative designee shall notify said faculty member that they are eligible for one (1) year appointments, and will be issued one (1) year contracts in any/all appointments to come. In order for such part-time Unionized Faculty members to receive an initial one (1) year part-time appointment or any reappointment, there must be a reasonable expectation, as determined by the University, that there is a continuing need for their services. Additionally, eligibility for one (1) year part-time appointments, or reappointments, requires continuing satisfactory performance of assigned teaching duties. Subject to the University's estimate of teaching needs, the number of course assignments contained in a one (1) year part-time appointment/reappointment shall range from one (1) to four (4) standard courses per year (and can include one course per year, whether in the fall or spring semester), or their equivalent, and shall not be less than the average number of courses per year taught by the part-time Unionized Faculty member in the preceding three (3) academic years. In the event the part-time Unionized Faculty member fails to maintain all the requirements for a one (1) year part-time appointment/reappointment as set forth above, the part-time Unionized Faculty Member shall no longer receive a one (1) year part-time appointment/reappointment. Unionized Faculty members with a one (1) year part-time appointment shall receive written notification via email of their tentative class assignments and schedules no later than July 1st for the upcoming academic year.

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3. Status as "Adjunct Instructors"

In some areas of instruction, there is a continuing need for part-time instructional faculty for regular assignments that fall short of full-time positions. When such long-term needs exist and the part-time Unionized Faculty members are able to meet these needs and exhibit a continuing record of strong teaching performance, the University shall consider such part-time Unionized Faculty members for appointment to the special status of "Adjunct Instructor." To be eligible for consideration to achieve the status of an "Adjunct Instructor", part-time Unionized Faculty must meet all of the following requirements:

- a. Completed at least two and a half years of service as a part-time faculty member at the University;
- b. Possess a terminal degree (including but not limited to a PhD, MFAW, MFA, etc.) in their field of expertise; in the fine and performing arts a record of professional accomplishment may be put forth in lieu of a terminal degree;
- c. Have a record of high quality teaching, and where applicable, mentorship. Evidence of high quality teaching can include course syllabi and other course materials, student/course evaluations, and classroom observations;
- d. A recommendation from the departmental chairperson, describing both the continuing need for part-time instructional faculty in the faculty member's area of expertise and an assessment of the faculty member's record. Letters from other department faculty are welcome; and
- e. Professional development and service activities are regarded favorably but are not required.

If/when a part-time Unionized Faculty member meets the requirements to apply for Adjunct Instructor status, their Chairperson, Director or other administrative designee shall notify said faculty member that they are eligible to apply for said position. Part-time Unionized Faculty members who achieve the status of Adjunct Instructors shall receive a two (2) year part-time appointment, which, subject to Section 25.6 herein, may be renewable at the discretion of the University, provided that all requirements of this Section 25.4(B)(3) continue to be met. Part-time Unionized Faculty members who achieve the status of Adjunct Instructors shall receive written notification via email of their tentative class assignments and schedules no later than May

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1st for the upcoming academic year. In the event the part-time Unionized Faculty member fails to maintain all the requirements for status as an Adjunct Instructor as set forth above, the part-time Unionized Faculty Member shall no longer maintain their status as an Adjunct Instructor.

The process of being named an Adjunct Instructor begins with the part-time Unionized Faculty Member preparing a portfolio containing evidence of teaching and, where appropriate, other activities, along with a current CV and a Teaching Statement. This portfolio shall be submitted to the Dean of the College of Arts and Sciences, along with the nomination and recommendation by the departmental chairperson, and may include other materials the part-time Unionized Faculty member deems relevant. The final decision of appointment as an Adjunct Instructor shall be made by the Dean of the College of Arts and Sciences.

4. Impact on One (1) Year Part-Time Appointments Status

If a part-time Unionized Faculty member with a one (1) year part-time appointment declines an appointment/reappointment, accepts and then subsequently declines an appointment/reappointment, fails to teach a course, or fails to teach the number of courses in such part-time Unionized Faculty member's contract, the part-time Unionized Faculty shall be granted a one (1) year grace period before they forfeit their right to subsequent one (1) year part-time appointments. For purposes of this Section, cancellation of a course by the University shall not be considered to be the Unionized Faculty member's failure to teach a course.

5. Impact on Two (2) Year Adjunct Instructor Status

If a part-time Unionized Faculty member with Adjunct Instructor status declines an appointment/reappointment, accepts and then subsequently declines an appointment/reappointment, fails to teach a course, or fails to teach the number of courses in such part-time Unionized Faculty member's contract, the Adjunct Instructor shall be granted a two (2) year grace period before they forfeit their right to subsequent two (2) year part-time appointments and Adjunct Instructor status, as applicable. For purposes of this Section, cancellation of a course by the University shall not be considered to be the Unionized Faculty member's failure to teach a course.

C. Unionized Full-Time Faculty Who are Temporary Faculty

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The employment of full-time Unionized Faculty members who are hired for a specific semester, academic year or other academic term with no expectation of renewal, including Temporary Faculty (as described in Chapter 4(C)(4) of the *Faculty Handbook*), shall automatically terminate upon the expiration of the term stated in such Unionized Faculty member’s letter of appointment, unless terminated earlier for reasons set forth in the letter of appointment, or as otherwise permitted by this Agreement and/or the *Faculty Handbook*. No appointment shall create any right, interest or expectation in any further appointment beyond its specific term. Sections 25.5 and 25.6 of this Article shall not apply to any such Unionized Faculty members who are Temporary Faculty. No full-time Unionized Faculty member who is Temporary Faculty, may receive more than three (3) one (1) year full-time appointments.

D. Unionized Faculty Contingent on External Funding

Notwithstanding anything to the contrary in this Agreement, the employment of Unionized Faculty members whose employment is contingent on external funding shall automatically terminate when the external funding ceases or becomes insufficient, unless terminated earlier for reasons set forth in the Unionized Faculty member’s letter of appointment and/or as otherwise permitted by this Agreement and/or the *Faculty Handbook*. Sections 25.5 and 25.6 of this Article shall not apply to any such Unionized Faculty members who are contingent on external funding.

25.5 Non-Reappointment/Notice of Non-Reappointment of Full-Time Unionized Faculty Members (Other than Temporary Faculty), Part-Time Unionized Faculty Members with One (1) Year Part-Time Appointments and Adjunct Instructors

A. Non-Reappointment of Full-Time Unionized Faculty Members (Other than Temporary Faculty), Part-Time Unionized Faculty with One (1) Year Part-Time Appointments and Adjunct Instructors

Appointments for Unionized Faculty members may be of various duration. For full-time Unionized Faculty members (other than Temporary Faculty), for part-time Unionized Faculty members with one (1) year part-time appointments, and for Adjunct Instructors (as defined in Section 25.4(B)(3) above), as the end point of the contract approaches, the University may decide not to renew the appointment based on Section 25.6 below. This decision not to renew is referred to herein as “non-reappointment.” The departmental chairperson of any such Unionized Faculty member makes an initial recommendation to the Dean as to whether such a Unionized Faculty member’s contract should be renewed. The Dean submits their recommendation, and the

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recommendation of the departmental chairperson, as applicable, to the Senior Academic Officer who makes the ultimate decision as to whether the contract of any such full-time Unionized Faculty member (other than Temporary Faculty), part-time Unionized Faculty member with a one (1) year part-time appointment or Adjunct Instructor will be renewed.

B. Notice of Non-Reappointment of Full-Time Unionized Faculty (Other than Temporary Faculty), Part-Time Unionized Faculty with One (1) Year Part-Time Appointments and Adjunct Instructors

For (i) full-time Unionized Faculty members (other than Temporary Faculty) who have not completed their probationary period as described in Section 25.7 of this Agreement, (ii) part-time Unionized Faculty members with one (1) year part-time appointments, and (iii) Adjunct Instructors (as defined in Section 25.4(B)(3) above), written notice of non-renewal of the contract shall be given by the University to the Unionized Faculty member by March 15th of the year of the expiration of the current contract. The notices are issued by the Senior Academic Officer.

For full-time Unionized Faculty members (other than Temporary Faculty) who have completed their probationary period as described in Section 25.7 of this Agreement and who have multi-year contracts, after the completion of their probationary period (i.e., after the second consecutive year of service), written notice of non-renewal of the contract shall be given by the University to the Unionized Faculty member at least twelve months prior to the expiration date of the current contract, otherwise an additional one-year terminal contract shall be provided. The notices are issued by the Senior Academic Officer.

25.6 Reasons for Non-Reappointment of Full-Time Unionized Faculty (Other Than Temporary Faculty), Part-Time Unionized Faculty Members with One (1) Year Part-Time Appointments and Adjunct Instructors

The University may deny, reduce, cancel, or not renew an appointment of: (i) a full-time Unionized Faculty member (other than Temporary Faculty), (ii) a part-time Unionized Faculty member with a one (1) year part-time appointment who has maintained eligibility for such a one (1) year part-time appointment, or (iii) a part-time Unionized Faculty member who has maintained Adjunct Instructor status, in each case, for any of the following circumstances:

1. Elimination or downsizing of an academic unit or program and/or merging of an academic unit or program with another academic unit or program;

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2. Creation or hiring of a unionized or non-unionized full-time faculty position or staff position that absorbs an existing course(s) taught by a Unionized Faculty member, the hiring of a full-time unionized or non-unionized faculty or staff member, the reassignment of course work to a unionized or non-unionized faculty member or staff member, or any other circumstance in which a course(s) previously taught by a Unionized Faculty member will be taught by a full-time unionized or non-unionized faculty member or staff member, provided however, that this shall not apply to the replacement of a full-time Unionized Faculty member (other than Temporary Faculty) with another full-time Unionized Faculty member;
3. A reduction or elimination of the number of course(s) or section(s) offered in an academic term, a reduction in enrollment, the cancellation or modification of a course(s) or section(s), or any other curriculum or program modifications or needs (including changes in major, minor or core requirements), in each such case, as determined by the University in its discretion, and which impact the course(s) taught by the Unionized Faculty member;
4. The disciplinary record, including any misconduct, by a Unionized Faculty member;
5. The Unionized Faculty member's failure to meet any of their duties or responsibilities set forth in Article XXVI "Faculty Rights, Duties and Responsibilities", including unsatisfactory teaching performance of a Unionized Faculty member;
6. In the case of part-time Unionized Faculty members with a one (1) year appointment, availability of another individual(s) who, in the University's discretion, has substantially better credentials, qualifications and/or performance;
7. Misconduct by a Unionized Faculty member that is outside the scope of their employment with the University but, in the discretion of the University, would adversely affect the Unionized Faculty member's ability to teach or be a member of the University community; or
8. Lack of sufficient funding or other serious financial considerations.

Only denials, reductions, cancellations, or non-renewals of appointments based on Sections 25.6(4), 25.6(5) and 25.6(7) of this Article, shall be subject to Article XI "Grievance and Arbitration" of this Agreement. Denials, reductions, cancellations or non-renewals of appointments based on Sections 25.6(1), 25.6(2), 25.6(3), 25.6(6) and 25.6(8) shall not be subject to arbitration, but shall instead be subject to Steps 1 through 3 of the grievance procedure set forth in Section 11.5 of Article XI of this Agreement.

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25.7 Probationary Period for New Hires

A full-time Unionized Faculty member's first one (1) year of employment as a Unionized Faculty member (be that as Temporary Faculty member or otherwise) shall be considered a probationary period. A part-time Unionized Faculty member's first two (2) teaching semesters as a part-time Unionized Faculty member shall be considered a probationary period. If a Unionized Faculty member has a gap in service of less than ten (10) years, their previous time teaching at the University will be counted towards their probationary period. Notwithstanding any other section of this Agreement to the contrary, prior to completion of the probationary period, the University may terminate the employment of a Unionized Faculty member at any time during the term of their appointment without "just cause" as defined in Section 8.1 of this Agreement if, in the University's sole discretion, the Unionized Faculty member is not performing their duties in a satisfactory manner. After completion of the probationary period, the University may terminate the employment of a Unionized Faculty member during the term of their appointment only for "just cause", as defined in Section 8.1 of this Agreement. Decisions made under this Section shall not be subject to Article XI, "Grievance and Arbitration".

25.8 Creation of Regular Full-Time Non-Tenure Track Appointments / Credit for Temporary Full-Time Positions

A. Creation of Regular Full-Time Non-Tenure Track Appointments. During the term of this Agreement, the University agrees to (i) create at least twenty-eight (28) regular full-time non-tenure track appointments in the College of Arts and Sciences through the consolidation of existing part-time appointments, (ii) replace at least twelve (12) Temporary Faculty positions with regular full-time non-tenure track appointments in the College of Arts and Sciences, and (iii) replace all Temporary Faculty positions with regular full-time non-tenure track appointments after three (3) consecutive years if the courses that position, regardless of which individual(s) filled that position, is generally responsible for are a continuing need in the College of Arts and Sciences. Replacement of at least twelve (12) Temporary Faculty positions with regular full-time non-tenure track appointments shall not be misconstrued to mean that the University is only allowed to replace twelve (12) Temporary Faculty positions, but may replace more, Temporary Faculty positions with regular full-time non-tenure track appointments during the term of this Agreement, and must replace any Temporary Faculty positions that have been active for three (3) consecutive years, regardless of which individual(s) filled that position over the three (3) years, and remain a continuing need.

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B. Credit for Temporary Full-Time Positions. A current full-time Unionized Faculty member who is Temporary Faculty and who is awarded a regular full-time non-tenure track appointment in the College of Arts and Sciences shall be credited with one (1) year of teaching at the University for every year that they taught at the University as full-time Temporary Faculty for purposes of compensation and eligibility for promotion.

25.9 Special Consideration of Current Unionized Faculty for New Regular Full-Time Positions

During the term of this Agreement, when searches are conducted to fill regular full-time non-tenure track positions in the College of Arts and Sciences, all current full-time Unionized Faculty members who are Temporary Faculty, part-time Unionized Faculty members with one (1) year part-time appointments, and Adjunct Instructors shall receive special consideration in the search process in that they shall be provided an on-campus interview for such position(s); provided however, in order to receive such special consideration, each and every such current Temporary Full-Time Faculty member, part-time Unionized Faculty member with a one (1) year part-time appointment, or Adjunct Instructor, must possess the required credentials described in the position description, including the ability to cover the teaching areas described, and must teach in the department with the open position(s).

25.10 Termination of Appointment for Failure to Pay Union Dues

Notwithstanding any other section of this Agreement to the contrary, pursuant to Section 14.2 of this Agreement, upon the written request of the Union, the University may terminate the employment of a Unionized Faculty member at the end of any semester during the term of their appointment without "just cause", as defined in Section 8.1 of this Agreement, if such Unionized Faculty member has not paid their required union dues or agency fees in accordance with Article XIV of this Agreement or provided the written affirmation required under Section 14.3 of this Agreement. Decisions made under this Section shall not be subject to Article XI, "Grievance and Arbitration".

25.11 Chapter 7, Sections C(2) and C(3) of the University's *Faculty Handbook* shall not apply to Unionized Faculty.