

7. Should either a department chairperson or the department evaluation committee not recommend renewal for a probationary non-tenured FACULTY MEMBER in the third or fourth year of probationary employment, the non-renewal shall be sent to the University-wide tenure committee by the President for its recommendation. If, and only if, two (2) of the three (3) recommendations (department evaluation committee, department chairperson, University-wide tenure committee) favor renewal and the President fails to renew, the FACULTY MEMBER shall have the right to grieve the non-renewal in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

8. An individual probationary non-tenured FACULTY MEMBER in the third or fourth year of probationary appointment who does not secure at least two (2) positive recommendations shall have the right to grieve in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement only with respect to failure to observe the time limits set in Section A.4. of this Article. Action or inaction by FACULTY MEMBERS of the bargaining unit relating to renewals and non-renewals shall not be grievable and shall not bar the President from taking actions which he/she deems to be either appropriate or required.

9. The burden of proof in grievances and arbitrations filed under Sections A.6., A.7., and A.8. of this Article shall be upon the FACULTY MEMBER to show why he/she should be renewed.

B. Resignation

Any FACULTY MEMBER who does not intend to return for the following academic year shall so notify the President at the earliest possible time, but not later than March 31 of the then current year.

The STATE SYSTEM/UNIVERSITIES shall have no obligation to provide letters of reference to any FACULTY MEMBER who fails to comply with the provisions of this Section.

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 or internationally acclaimed four year institution of higher education may, on the recommendation of the department and the approval of the President, be counted 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. 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/DOMESTIC PARTNER, 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.

- 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 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 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.

Article 16

PROMOTIONS

A. Qualifications and Categories for Evaluation

1. The minimum qualifications for ranks shall be as specified in the applicable laws.

2. In addition to the required minimum qualifications, categories for FACULTY promotions shall include, but not be limited to, the categories identified in Article 12, Section B., PERFORMANCE REVIEW AND EVALUATION OF FACULTY.

3. Effective July 1, 2000, each University shall provide written job descriptions for all FACULTY MEMBERS whose basic responsibilities lie outside the classroom and for the nonclassroom responsibilities of FACULTY MEMBERS with mixed workloads. This official job description shall be the basis of the evaluation of these FACULTY