

Professional Obligation, Workload and Tenure for Academic Employees

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Overview & Goals

- Introduction to the academic appointment
- Define and discuss professional obligation
- Workload
- Tenure Process

What is a “academic employee”?

- Anyone who is employed in the Professional Staff Negotiating Unit (PSNU) other than a position of a professional (non academic) title.

Terms of Appointment

- Appointment letter from the College President should contain:
 - Type of appointment (temporary or term)
 - Duration
 - Effective date of appointment
 - Whether you qualify for benefits
 - Category of appointment:
 - Calendar year
 - 12 month
 - College year (Academic year)

Temporary Appointments

- May be terminated at any time.
- Generally hired for an unspecified duration of less than one year.
- New Part-Time academic employees many times given this appointment.

Term Appointment

- For a specified period of time
- Not more than 3 years
- Term expires at the end of the specified period
- Term may end earlier due to resignation, retirement or termination
- Part-time term appointment:
 - Appointment at the College for six consecutive semesters in a PSNU position shall be the basis of a term appointment

Continuing Appointment

- A position in academic rank which shall continue until resignation, retirement or termination

Qualified Academic Rank

- By definition, Qualified Academic Rank is:
 - Rank held by those members of the academic staff having titles of lecturer, or titles of academic rank preceded by the designations "clinical" or "visiting" or other similar designations.

Professional Obligation

- Is an approximation of work time...academic employees do not punch a time clock
- As FLSA exempt employees (not entitled to overtime pay) you should have an idea of how many hours your duties entail

Professional Obligation

- Includes...
 - Teaching
 - Librarianship
 - Research
 - University service

Alteration of Professional Obligation

- College President has the right to determine the professional obligation
 - Including the mix of the components thereof
- However, if workload increases in excess of a full professional obligation, UUP reserves the right to go to PERB to challenge the assignment on the basis that there was a unilateral change in terms and conditions of employment, or seek impact negotiations regarding the assignment

Alteration of Professional Obligation

- Professional Obligation should be viewed in its historical context:
 - What has the employee been doing in the past?
 - Helps to determine the employee's workload for the future
- What is there is a need for change?
 - If there is a change in the component mix there needs to be a coincidental reduction in another part of the professional obligation
 - Employee may be offered “extra service pay”

What is a coincidental reduction?

- The Department Chair and the academic should be consulted on:
 - The change in the mix of component parts
 - Should together identify those parts of the Professional Obligation that should be reduced to offset the increase in other components of their work
 - Both the increase and reduction must be done together as not to increase the employee's workload

What is “extra service pay”?

- Pay for:
 - Work performed at a campus other than your home campus
 - Work beyond a full time professional obligation
 - Limited to 20% of salary
 - Should be written – Form UP-8
- Extra service pay is an acknowledgement that an employee is working beyond his/her full professional obligation

Has my workload been increased?

- Any change in your **assigned** duties/courses should prompt an immediate discussion with your Department Chair to reduce another component of your professional obligation
- If your request for a reduction in component duties or extra service pay has been denied bring it to the attention of UUP and/or HR

Tenure Defined

- The “official” name for tenure in the SUNY Board of Trustees’ Policies is “**Continuing Appointment**”

Article 30 of the UUP Contract

- Appointments must be made in accord with Art. XI of the SUNY Trustees' Policies
- Evaluation & promotion must be made in accord with Article XII of the SUNY Trustees' Policies

Article XI of the SUNY Trustees' Policies

Title B – Continuing Appointment

- Requires completion of total of 7 years in a position or positions of academic rank
- Last 3 consecutive years must have been in a position of academic rank in one of the titles at the College:
 - **Asst. Professor, Asst. Librarian, Senior. Asst. Librarian, or Instructor**
- Process cannot be stopped once begun, but clock can be temporarily stopped – See QAR
- Requires approval of the SUNY Chancellor

Service Credit

- Satisfactory full-time prior service in academic rank at any other accredited academic institution of higher education may, at the request of the appointee and in the discretion of the Chancellor or College Pres., be credited as service, up to a maximum of 3 years, at the time of appointment at the College.

Service Credit (cont'd)

- In computing consecutive years of service for the purposes of appointment or reappointment to the academic staff, periods of leave of absence at full salary shall be included; periods of leave of absence at partial salary or without salary and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

Art. XII of the SUNY Trustees Policies

Evaluation & Promotion

- **Evaluation Criteria**
 - *Mastery of Subject Matter*
 - *Effectiveness in Teaching*
 - *Scholarly Ability*
 - *Effectiveness of University Service*
 - *Continuing Growth*

Art. XII of the SUNY Trustees Policies

Title B - Promotion

§ 1. *Procedure.* The College President, after giving consideration to recommendations of academic employees, including the committees, if any, of the appropriate department or professional area and other appropriate sources in connection with promotion of a specific academic employee, may promote, or recommend to the Chancellor for promotion, such persons as are, in the College President's judgment, best qualified.

Art. XII of the SUNY Trustees Policies

Title B, §3

Length of Service for Promotion

- Completion of a minimum period of service with a university may be a consideration but shall not be a qualification for promotion.

UUP Contract §31.1.a

- *The Right to Review and Respond to Evaluations & Recommendations Regarding Reappointment:*
 - Written evaluations and recommendations prepared by the immediate supervisor or other persons serving in a supervisory capacity in a direct line must be provided to the employee at the time they are prepared.
 - You have a right to review and respond to those evaluations and recommendations.

UUP Contract §31.1.b

- If you have more than 3 or more consecutive years of service in your title, you are entitled to request a meeting with the person who prepared the written evaluation or recommendation to discuss the basis for their evaluation/recommendation.

UUP Contract §31.6(a)

- Where a review file is sent to the President or designee for their consideration prior to making a decision regarding reappointment, you must be given at least 5 working days to both examine the file and file a statement in response to anything contained in the file.

UUP Contract §31.6.c

- After the file has been submitted to the President or her designee, but prior to the President's/designee's consideration of its contents, you must be notified as to the specific place, dates and times when the file will be available for your review and response.

UUP Contract §31.6.c

- Following the expiration of the allotted time period for your review and response, the President or her designee may then proceed to consider the contents of the file.

Article 31



- *This UUP Contract Article has been the subject of a number of grievance arbitration decisions.*
- *Please contact your UUP Chapter representatives immediately for guidance regarding this Article, if you have any questions.*

UUP Contract - Article 33

- The Process for Appealing the Campus President's Denial of Continuing Appointment:
 - If you are being reviewed for continuing appointment, but the President notifies you that you are being non-renewed, you are entitled to appeal the President's determination.

UUP Contract §33.2

If you receive a letter of nonrenewal:

- You have 10 working days to request the reasons for denial. That request should be made in writing to the President. The President must then respond within 10 working days.

UUP Contract §33.3.a.3

- IF your departmental review committee has recommended in favor of tenure, and a subsequent review committee (if any) has also recommended in favor of tenure, the President must state his reasons for the notice of non-renewal *and* inform you of your right to a review by the Chancellor's Advisory Committee.

Chancellor's Advisory Committee

- Such reviews are conducted by a three-party panel known as the Chancellor's Advisory Committee ["CAC"], which reviews your case and then makes a recommendation to the Chancellor. Both you and the President get to appoint one member to the CAC, and those two members then pick the CAC Chairperson from a UUP pre-approved list.

UUP Contract §33.4.e.1

- If the President's reasons for the non-renewal were your performance or competence, the CAC can review the *substance* of the President's judgments.
- If the reasons for non-renewal involved "matters of program," the CAC review is limited to the sole question of whether the notice of non-renewal was in fact based upon such considerations when issued.

SUNY Chancellor's Decision

- Within 60 days following receipt of the CAC's recommendations, the Chancellor must take such action as she deems appropriate.

UUP Contract §33.4.h

- If a majority of the CAC recommends in favor of tenure, but the Chancellor *disagrees*, then the President shall either
 - reconsider the non-renewal action in light of the CAC recommendation, *or*
 - may offer the faculty member a leave at full or reduced salary for the remainder of the term appointment

The Taylor Law

According to the case-law handed down by the Public Employment Relations Board (PERB”), changes in existing evaluation *procedures* must be negotiated by the State with UUP

QUESTIONS?

Thank you for coming!