

3. APPOINTMENTS AND RETENTION OF EMPLOYEES

[Articles 3.1 through 3.11 appear in the State Contract, Article XIII, Article 3.2, items f, g, and h are local MSU contract additions.]

3.1 [STATE CONTRACT ARTICLE XIII.A]

Appointment and reappointments of employees shall be made by the Board of Trustees of each College/University upon the recommendations of the President. Appointments and reappointments of employees are subject to the availability of funds and proper recording.

3.2 [STATE CONTRACT ARTICLE XIII.B.1]

When a prospective employee is offered initial appointment or reappointment, he or she shall be provided with a letter of appointment or reappointment contract. The letter of appointment or reappointment contract shall include:

- a. The name of the employing College/University*
- b. The dates for which the appointment or reappointment is effective*
- c. The title of the position*
- d. The salary rate*
- e. A list of the field or fields in which he or she is expected to teach or work*
- f. Any special condition, such as a leave of absence appointment, which shall be specified.*
- g. Where the individual does not have the appropriate terminal degree, he or she must be informed of the necessity to obtain the appropriate terminal degree in his or her field in order to receive tenure.*
- h. Where the individual does not have the appropriate terminal degree, he or she shall be informed that promotion to Assistant Professor will be automatic following the earning of the appropriate terminal degree.*

3.2.1 [STATE CONTRACT ARTICLE XIII.B.2]

Prospective initial appointees and reappointees shall also be provided with a copy of this Agreement and a copy of the local employee handbook, if any when a prospective employee accepts his or her appointment, the College/University shall provide the UNION with such employee's name, address, and telephone number.

Upon commencing employment, each new employee shall be provided with a copy of the current salary schedule.

3.3 [STATE CONTRACT ARTICLE XIII.C]

Notice of reappointment or non-reappointment of full time employees governed under the tenure provisions of N.J.S.A. 18A:60-6, et seq., shall be given in writing not later than March 1 of the first and second academic years of service and not later than December 15 of the third, fourth and fifth years of service. When a full-time faculty member is hired at mid-year, unless the individual is appointed to replace someone on leave or in a bona fide emergency, notice of reappointment or non-reappointment for the next full academic year shall be given in writing not later than April 15.

3.4 [STATE CONTRACT ARTICLE XIII.D]

Full-time employees appointed to replace persons on leave or on bona fide emergencies shall be informed in their letter of appointment contracts that they will not be considered for reappointment; however, such employees shall be subject to normal evaluation procedures up to and including the first level of administrative review. Such appointments may be for one-year or half-year periods.

If an opening develops at the College for which the employee is eligible, he or she may apply, and the material developed in the aforesaid evaluation procedures will be considered along with any additional information the employee presents.

If employment extends beyond one (1) academic year, such employees will be on a normal contract and will be considered for reappointment in the normal manner unless reappointed to replace an employee on leave or to fill a position where there was no bona fide affirmative action search or to fill a grant-funded position.

3.5 [STATE CONTRACT ARTICLE XIII.E]

Full-time employees other than those governed by paragraphs 3.3 and 3.4 above shall receive a minimum of one hundred and twenty (120) days written notice of non-reappointment if employed for less than two (2) full years at the time of giving of the notice and one hundred and ninety-five (195) days written notice of non-reappointment if employed for more than two (2) full years at the time of the giving of the notice.

3.6 [STATE CONTRACT ARTICLE XIII.F]

A full-time faculty member assigned full-time responsibility for one-half (1/2) of an academic year shall be paid one-half (1/2) of the academic year salary of the rank and step at which he or she has been hired and shall be accorded the privilege of faculty status.

3.7 [STATE CONTRACT ARTICLE XIII.G]

Individual letter of appointment and reappointment contracts for full-time employees shall be for a period of one (1) year except for a) normal one-semester appointments made at mid-year, b) one-semester appointments made pursuant to Section 3.4 above, c) "multi-year contracts" as provided in N.J.S.A. 18A:60-6, et seq., as applied to professional staff, and d) initial appointments for a period of two or three years... Election of non-tenured department chairpersons shall not convey employment beyond the letter of appointment or reappointment contract in effect.

3.8 [STATE CONTRACT ARTICLE XIII.H]

In the event a full time employee serving under a "multi-year contract" is given notice of non-renewal under the terms of N.J.S.A. 18A:60-6, et seq, at the request of the employee, the College/University giving such notice shall provide written reasons for its decision.

3.9 [STATE CONTRACT ARTICLE XIII.I]

Full-time employees serving under one (1) year appointments or reappointments who are notified of non-reappointment shall, at the written request of the employee, be provided with written reasons for such decision by the College/University.

3.10 [STATE CONTRACT ARTICLE XIII.J]

The procedures for appointment and reappointment of employees utilized in the College/University, if universally applicable, or in the division, department or similar unit in which the employee is employed, shall be fairly and equitably applied to all candidates. The procedures shall provide for consideration based on criteria established by the College/University, appropriate to the College/University and the work unit. The current and applicable procedures including a statement of such criteria shall be provided in written form for the understanding of all affected employees. Reappointment procedures and notice requirements for full-time employees with less than three years service shall apply to part-time employees. However, reappointment procedures and notice requirements applicable to part-time employees may be modified by agreement between the Local UNION and the College/University. If these procedures are not in written form, they will be reduced to writing and a copy will be provided to each affected employee.

This provision shall not be construed as a waiver of the College/Universities' right to appoint and reappoint, under procedures set by the College/University, employees not included in the negotiating unit. The Colleges/Universities, however, recognize the value of peer consultation and except in unusual circumstances will consult with the involved department concerning the procedures to be used in any particular case.

3.11 [STATE CONTRACT ARTICLE XIII.K]

Final recommendations for appointment of full-time employees governed under the tenure provisions of N.J.S.A.18A:60-6, et seq., shall be made to the President no later than February 15 of the first and second academic years of service, and not later than December 1 of the third, fourth and fifth academic years of service. Where practicable final recommendations shall be made for other full-time employees on a similar timetable.

3.12 INDIVIDUAL LETTER OF APPOINTMENT OR REAPPOINTMENT CONTRACTS

[State Contract Article XIII.L]

Any individual letter of appointment or reappointment contract between a College/University Board of Trustees and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. Where such contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

3.13 [STATE CONTRACT ARTICLE XIII.M]

Full-time employees who are employed under a grant may be terminated during the term of their contracts if the grant money runs out by giving them sixty (60) days notice. This termination is not a retrenchment within the meaning of the Agreement, or Statutes, nor is it subject to such provisions. Such employees will be notified in their letter of appointment and reappointment contracts that their employment is contingent on continuation of grant funding. Part-time employees on grants are not included in the unit.

3.14 LOCAL GUIDELINES FOR APPOINTMENT, RETENTION AND TENURE OF TEACHING FACULTY

3.14.1 PROCEDURES AND RECOMMENDATION - DEPARTMENT LEVEL

3.14.1.1 Who is Processed?

All faculty members occupying a regular line or portion thereof, including those with term appointments, must be evaluated under this procedure. Adjunct faculty are not to be included in this process.

3.14.1.2 PAC Recommendation

The initial recommendation for appointment and retention must be made by the PAC no later than the date established in the administrative calendar. Each recommendation will be submitted to the department chairperson with a copy to the dean of the College/School. All recommendations at each and every level must be forwarded to the VPAA for his or her action.

3.14.1.3 Vacation Coverage

The department PAC and the department chairperson are authorized to make arrangements for implementing the hiring procedure when classes are not in regular session.

3.14.1.4 Promotability

In keeping with the objectives of excellence, the faculty should recommend for retention only those candidates who are proceeding professionally toward eligibility for promotion to higher rank.

3.14.1.5 Observations of Professional Performance

Observation must include, but is not limited to, observations of faculty members by their professional peers at least twice during each academic year. One observation, at least, must be by a peer other than the department chairperson. One observation must be by the chairperson or his or her designee.

The candidate must be observed and evaluated according to the criteria developed by the Administration in consultation with the faculty.

3.14.1.6 Reports of Observations

This procedure must be followed by conferences between the non-tenured faculty member and the faculty evaluator(s) for the purpose of identifying strengths, deficiencies, extending assistance for their corrections, and improving instruction. Evaluations must then be made in writing and must be entered into the personnel file after being signed by the evaluator(s) and the evaluated faculty member indicating that the evaluation has been seen and discussed. The faculty member has the right, within two (2) working days, to comment on any evaluation in writing and should send copies of these comments to the department chairperson and PAC and include a copy in the official personnel file prior to final recommendations by PAC and chairpersons.

3.14.1.7 Department's Recommendations

Each candidate will be evaluated by the department PAC and by the department chairperson, according to the criteria developed in the joint Union/Administration discussions. Student input must be utilized in the evaluation process according to the procedures developed for obtaining student input. (See Section GENERAL GUIDELINES, Section 2.5.) These evaluations and recommendations will be done on the reappointment forms provided by the University. The candidate must receive copies of the completed reappointment forms within three (3) working days.

3.14.1.8 Conference Request

The candidate shall have the right to request a conference with the PAC and/or chairperson, after receipt of any recommendation and at least two (2) days prior to the final recommendation being forwarded to the dean.

3.14.1.9 Department Chairperson-Conflict of Interest

In the event the department chairperson is a candidate for reappointment or tenure, or is unable to serve, an elected designee must assume the chairperson's role in the reappointment process.

3.14.2 PROCEDURES AND RECOMMENDATION - DEAN'S LEVEL

The dean will consider the recommendations of the department PAC, chairperson, and the student summaries. The dean will make a recommendation on the form provided and will forward all recommendations to the VPAA for his or her action. The dean's recommendation will include evaluative statements on each of the major criteria for reappointment. A statement of concurrence with the PAC, the chair, or both on each of the major criteria will satisfy this requirement. The dean will provide an evaluative statement on each of the major criteria with which he or she does not concur. The candidate must receive a copy of the dean's completed reappointment form within one week.

The candidate is entitled to an informal discussion with the dean concerning the dean's recommendation. The request for a discussion must come within three (3) working days of receipt of the recommendation. The meeting must be held within three (3) working days of the request. The dean must notify the candidate in writing of the final recommendation within three (3) working days of the meeting.

3.14.3 RECOMMENDATIONS - VPAA

The VPAA will consider the recommendations of the department PAC, chairperson, the student summaries and the recommendation of the dean. The VPAA will make a recommendation to the President and will forward a copy to the candidate.

The recommendation by the VPAA will include evaluative statements on each of the major criteria for reappointment. A statement of concurrence with the dean's evaluation on each of the major criteria will satisfy this requirement. The VPAA will provide an evaluative statement on each of the major criteria on which he or she does not concur with the dean.

In the case of a negative recommendation by the VPAA, the candidate may request an informal discussion with the VPAA. The request must be made within

three (3) working days of receipt of the recommendation. The discussion should take place within three (3) working days of receipt of the request. Following the discussion, the VPAA must, within three (3) working days, notify the candidate in writing of the final recommendation.

3.14.4 PRESIDENT'S RECOMMENDATION

The recommendations from all levels will be considered by the President in formulating a recommendation to the Board of Trustees.

Faculty members must be informed of the proposed recommendations to the Board of Trustees at least ten (10) days prior to the Board meeting at which the reappointment action is to be considered.

3.15 CITATION OF DEPARTMENTAL OR INSTITUTIONAL NEEDS

3.15.1 Departmental Needs

The citation of departmental needs as a reason for non-reappointment must be validated by detailed statements backing such decision. If department needs are used as a reason for non-reappointment at the departmental level, both the chairperson and the PAC must concur.

3.15.2 Institutional Needs

When the Administration cites institutional needs beyond the departmental level, there must be evidence of consultation with the faculty of the department affected.

3.15.3 Notification To Department

If the Administration deems it necessary to reject recommendations for reappointment, the Administration will inform the department involved of the action taken and the rationale for the decision.

3.16 GRIEVANCE AND APPEAL PROCEDURES - STATE [State Contract Article VII.F.5]

Claims of violation of procedure by any promotion or retention committee must have been reported to the President of the College/University by the individual grievant within fourteen (14) days from the date on which such claimed violation took place or fourteen (14) days from the date on which the individual grievant should have reasonably known of its occurrence. In the event of failure to report the occurrence within such fourteen (14) day period, the matter may not be raised in any later grievance contesting the validity of such committee's recommendation or any action based thereon.

3.17 RIGHT TO RESIGN

Candidates not to be approved for reappointment by the President of the University will be notified of such a decision no later than ten (10) days prior to the Board of Trustees' meeting scheduled to consider reappointments. The candidate must notify the President of any intention to resign not later than three (3) days prior to said meeting.

4. PROMOTIONAL PROCEDURE

[The text of the negotiated items is in plain type. The text in italics in section 4.2.3 is not subject to negotiation. The texts in italics in Section 4.1 and Section 4.2.8 are quotes cited from the Statewide Agreement.]

4.1 STATE CONTRACT PROVISIONS [*State Contract Article XIV*]

4.1.1 ELIGIBILITY [*State Contract Article XIV.A*]

Full-time faculty members whose qualifications meet or exceed the requirements for a higher academic rank (See Appendix I in this Agreement) shall be eligible for promotional consideration to that rank. Faculty members who are promoted shall advance four (4) salary ranges.

4.1.2 APPLICATION FOR PROMOTION [*State Contract Article XIV.B*]

An eligible full-time faculty may make written application for promotional consideration on or before February 1. The application may be accompanied by any substantiating documentation which the individual cares to submit. Nomination of a full-time faculty member for promotional consideration may be made by other than the individual.

4.1.3 DEVELOPMENT OF PROCESS AND CRITERIA [*State Contract Article XIV.C*]

The procedures for promotional consideration utilized in the College/University, if universally applicable, or in the division, department or similar unit in which the faculty member is employed, shall be fairly and equitably applied to all applicants and nominees. The procedures shall provide for consideration based on criteria established by the College/University, appropriate to the College/University and the work unit. The current and applicable procedures, including a statement of such criteria, shall be provided in written form for the understanding of all affected faculty members. This provision shall not be construed as a waiver of the Colleges'/ Universities' right to promote, under procedures set by the Colleges/Universities, employees not included in the negotiating unit. The Colleges/Universities, however, recognize the value of peer consultation and except in unusual circumstances will consult with the involved department concerning the procedures to be used in any particular case.