

ARTICLE 18
APPOINTMENT, PROMOTION, AND TERMINATION OF SERVICE
OF LIBRARIANS

A. Terms of Appointment

1. All full-time librarians within the bargaining unit shall be appointed for such terms of office as shall be provided in this statement of policy, subject to the provisions contained herein with respect to the termination of their appointments. The terms and conditions of every appointment shall be stated in writing and shall be in the possession of both Temple and the librarian before the appointment becomes effective.

2. Librarians shall be appointed initially for a term to end on June 30th and may be reappointed for up to three (3) additional (2) year terms and then by regular appointment.

a. A Committee defined by the Academic Assembly of Librarians will advise the Dean of university Libraries or other person who shall be designated as the chief administrator of the university Library on decisions to grant or not to grant reappointment during the first four (4) years.

(i) Review by a peer committee established by the Academic Assembly of Librarians shall be the first step in considerations for contract renewal, regular appointment and promotion. This peer committee shall submit its recommendations and the reasons therefore, to the Dean of university Libraries and inform the individuals involved.

(ii) The Dean of university Libraries shall inform in writing the individuals and the committee of the Dean's decisions, and the reasons for them within twenty days (20) after receiving the recommendations of the committee.

(iii) The Dean of university Libraries' decision shall be made at least ninety (90) days prior to the expiration of any contract. The Dean of university Libraries' decision during the first four (4) probationary years is not subject to the grievance or arbitration provisions of this Agreement.

b. The probationary period shall consist of a series of terms amounting to six (6) full years, except in the case of Librarians appointed during the year, in which case it shall be a series of terms not exceeding six and one-half (6 1/2) years. For the purposes of counting years in the probationary period, each full year shall begin on July 1 and terminate on June 30 of the following calendar year.

(i) In the event that a librarian will not be granted a regular appointment, a termination of contract notice must be provided in writing at least six (6) months prior to the expiration of their sixth full year of service or they shall be granted a one (1) year terminal contract for their seventh year of service.

(ii) A librarian must be promoted to the L3 rank as of the beginning of their seventh full year of service or they will receive a terminal one-year contract (or a six

months' notice of termination). Librarians employed prior to 7/1/14 must be promoted to the L2 rank as of the beginning of the seventh full year of service. Promotion to the L3 rank may occur at the same time regular appointment is earned.

3. A librarian's base salary is for a work year which includes eight weeks scheduled time off per year. Any librarian who works additional week(s) or day(s) shall receive additional compensation at the rate of 2.4% of the base salary per additional week worked. Time off will be assigned in one block of at least four weeks and the remainder to be taken at the employee's request with approval of the Department Head.

a. On or before May 1 of a given year, the Dean of university Libraries shall inform each librarian of that librarian's four-week block of scheduled time off for the following July 1 to June 30 period. Such assignments shall be made after consultation with the librarians as to their time off preferences. No librarian may be required to work for more than 11 months during any July 1st to June 30th time period.

b. Any changes in the assigned periods of work shall be by mutual agreement between the librarian and the Dean of university Libraries, except that in the event of unforeseeable circumstances assignments may be changed by the Dean of university Libraries after consultation with the affected librarians.

B. Standards for Promotion and Completion of the Probationary Period

1. Criteria for promotion and completion of the probationary period shall include:

a. Effectiveness of performance as a librarian.

b. Continuing professional growth as demonstrated by scholarly activities such as continuing education, participation in professional activities, contributions to the profession, and publication of reports, articles, or other works pertinent to university librarianship.

c. Effectiveness of service to the library and/or to Temple.

d. More specific criteria for promotion to the various grade levels and for completion of the probationary period and the relative weighing of these criteria shall be recommended by the Academic Assembly of Librarians and concurred with by the Dean of university Libraries. Promotion to L4 is to be granted on the basis of exceptional achievement in the context of a major university library.

2. Librarians may always be considered for completion of the probationary period after shorter periods of service than those specified above. Under exceptional circumstances, librarians with significant experience in a major university library may be granted a regular appointment upon initial employment.

C. Procedures

1. Consideration for promotion and/or completion of the probationary period may be initiated at the appropriate time by the librarian.

2. All evaluations for reappointment, promotion, and regular appointment shall be through the appropriate Committee of the Academic Assembly and the list of candidates shall be sent to the Dean of university Libraries.

3. The Committee shall submit its recommendations and reasons therefore, to the Dean of university Libraries and inform the individuals involved.

4. The Dean of Libraries shall inform in writing the individuals and the Committee of the Dean's recommendations and the reasons for them within twenty (20) days after receiving the recommendations of the Committee.

5. The recommendations of the Dean of Libraries, and all recommendations of the Committee, shall be forwarded immediately to the Provost or other designated university officer for final resolution. The decision of the Provost or the Provost's designee must be given in writing within twenty-five (25) days to the individual, the Dean of Libraries, and the Committee of the Academic Assembly.

6. Librarians who have completed the probationary period shall maintain this status even if they have a physical or mental disability of up to six months' duration that prevents them from carrying out their responsibilities. With the appropriate medical certification, the librarian may return to their university responsibility with the status of having completed the probationary period. In addition, the librarian shall have recall rights to the same or an equivalent position, if available, for a further period of twelve (12) months.

7. Time spent on official leave from the university and approved by the university will not be included in the calculations of the various time periods stated above unless the librarian requests in writing to the Dean of university Libraries, and the Dean of university Libraries approves, that such leave time be included in the timing of decisions on completion of the probationary period.

D. Librarians Hired for Fixed Periods of Time:

1. The Dean of Libraries may, when appropriate, hire individuals who are professional librarians to work exclusively on grant and foundation-supported projects and/or for fixed periods of time – in both circumstances to generally run from one (1) to three (3) years. At no time will the total of fixed term librarians exceed 20% of total full-time librarians. In support of fellowships, internships, and other special programs, up to 60% of fixed-term librarians may perform tasks normally assigned to probationary or permanent librarians.

2. Librarians hired specifically for the grant-and foundation-supported projects or for fixed terms shall receive contracts of employment from Temple in one-

year appointments which can be extended in one-year appointment periods if the grant or fixed term contract is extended. The term shall be defined in the offer letter and will also include a three-month probationary period in the first contract year.

3. Librarians hired specifically for the grant-and foundation-supported projects or fixed terms shall not be subject to an annual contract renewal or promotion review by a peer committee established by the Academic Assembly of Librarians. They shall, however, have clear goals and objectives stated in their initial appointment letters. The librarians shall meet with the Dean of Libraries or their designee to discuss their responsibilities and performance in meeting their goals and objectives and shall subsequently receive a written annual performance review from the Dean of Libraries or their designee based on those goals and objectives. More frequent performance reviews may occur in the first year of appointment.

4. While librarians hired to work on a grant-or foundation-supported project or for a fixed term shall be eligible for merit, under no circumstance shall money for their merit be commingled with the university's merit pool for librarians.

5. Their employment with Temple shall end at the end of the grant- or foundation-supported project or at the end of the third fixed term. They shall not be covered by the lay-off provisions in F. 3 below.

6. Should, however, an opening for a full-time librarian exist at the time the employment contract has ended and/or the completion of the specific project for which the librarian was hired, they would be eligible to apply for the position. If hired, the librarian will begin the first year of their probationary time. Time as a fixed-term librarian will not be counted toward the probationary time, but shall count towards pension vesting and all other benefits.

E. Evaluation of Librarians

1. When formal evaluations are made, the evaluating supervisor shall discuss the evaluation with the librarian; it shall be signed by both individuals and placed in the librarian's personnel file. This signing shall not be deemed to constitute approval by the librarian. The librarian is entitled to attach any written comment or refutation the librarian deems appropriate to the evaluations.

F. Termination of Service by Temple

1. Written notice that an appointment is to be terminated because of retrenchment or non-renewal of a term appointment shall be given to a librarian as follows:

- a. Three months for less than two years of service.
- b. Six months after two years of service.

c. In each case, Temple shall have the option of substituting equivalent severance salary.

2. Termination of service of a librarian who has completed the probationary period or an appointment before the end of its specified term may be made only for retirement, just cause, or retrenchment.

3. Retrenchment of librarians within the Charles budget system or within another budget unit included in the TAUP bargaining unit shall be made according to the following order:

a. Part-time librarians;

b. Librarians on probationary appointment by inverse order of the date of hire within the library;

c. Librarians who have completed the probationary period by inverse date of hire within the library.

d. In each of the above cases, it is recognized that the librarian possesses special skills, training, or education necessary for the continued operation of library programs and that librarians who have completed the probationary period may not be retrenched until after all part time librarians and librarians on the probationary period are retrenched.

4. Temple shall make reasonable efforts to place retrenched librarians in other positions in the university.

5. Just cause means incompetence, grave misconduct, or neglect of duty.

6. A librarian who has completed the probationary period and who is terminated (except for retirement) or laid off shall be entitled to utilize the grievance and arbitration provisions of this Agreement.

G. Recall

1. Following a lay off due to retrenchment, any librarians laid off due to retrenchment shall be recalled in inverse order of lay off provided the librarians have the present ability to perform the work available. Laid off employees shall have recall rights for a period equal to their length of service but in no event for more than two years.

2. Upon receipt of such an offer in writing, a librarian shall have one month to decide whether to accept the offer.

H. Terminology

1. Throughout this contract, the term Dean of university Libraries shall refer to the administrator who is the designated head of the university Libraries or, if there is no such administrator, to the designated head of the Charles Library with respect to

matters involving librarians in that Library and to the Dean of any School or College that shall employ a librarian.