

**ARTICLE 19**  
**APPOINTMENT, PROMOTION AND TERMINATION OF SERVICE OF**  
**ACADEMIC PROFESSIONALS**

A. An academic professional is a full-time employee of the university whose work is necessary or adjunct to the teaching of students or to research functions of the university. The work shall:

1. Be predominantly intellectual and varied in character; and
2. Require consistent exercise of discretion and judgment; and
3. Require knowledge of an advanced nature customarily acquired by specialized study in an institution of higher learning or its equivalent; and
4. Be of such character that the output or result accomplished cannot be standardized in relation to a given period of time; or
5. Be original and creative in character in a recognized field of artistic endeavor and the result of which depends primarily on the invention, imagination, or talent of the employee.

B. Academic professionals include those positions in TAUP as of the date of the signing of this Agreement.

C. Terms of Employment

1. Each full-time academic professional and TAUP shall receive, at the time of employment, a letter setting forth a brief general description of the academic professional's duties, salary and any employment conditions particular to the individual academic professional.

2. Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from their date of employment, excluding time lost for sickness and other leaves of absence. Temple, with the mutual consent of the union, may extend the probationary period of any employee for an additional ninety (90) days. The discipline, suspension or termination of any probationary employee by Temple, with or without cause, shall not be subject to the grievance and arbitration provisions of this agreement.

3. The academic professional or TAUP may, within 30 days after receipt of a new or revised job description or salary, file a grievance if the academic professional or TAUP asserts that:

a. The salary, which shall be communicated not later than 60 days after receipt of the new job description, does not bear a fair relationship to the new duties;

b. That the stated duties do not qualify the individual as an academic professional;

4. Any new or vacated position may be designated as a fiscal year or academic year position.

D. Periodic Evaluation of Academic Professionals

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

E. Termination of Service by Temple

1. Any academic professional who is terminated, except for just cause or retirement, shall be entitled to written notice or equivalent salary as follows:

- a. Two weeks if employed less than six months;
- b. Four weeks if employed more than six months but less than one year;
- c. Two months if employed more than one year but less than two
- d. o years;
- e. Four months if employed more than two years but less than four years;
- f. Six months if employed four years or more.

2. Academic professionals who have completed the probationary period shall be terminated only for retirement, just cause, or retrenchment.

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

3. Termination of an academic professional during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.

4. An academic professional 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.

5. Retrenchment of Academic Professionals

a. Retrenchment within a department or program shall be applied in the following order:

professionals;

- (i) Part-time employees who are functioning as academic
- (ii) Academic professionals in the probationary period;
- (iii) Academic professionals who have completed the probationary period in reverse order of the date of hire within Temple provided that, in each case, the academic professionals remaining shall have the requisite qualifications or specialties to perform the work required.

b. Temple shall make reasonable efforts to place retrenched academic professionals in other positions in the university.

6. Recall following Retrenchment

a. Following a lay-off due to retrenchment, any academic professional laid off due to retrenchment shall be recalled by the department or program in inverse order of lay-off provided the academic professional has 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 (2) years. Upon receipt of such an offer in writing, an academic professional shall have one (1) month to decide whether to accept the offer.

b. The seniority and accumulated sick leave shall not be reduced for any academic professional who is recalled and takes another position within the bargaining unit.

F. Discipline

1. Discipline of an Academic Professional shall be for just cause. Just cause means incompetence, grave misconduct, or neglect of duty.

2. When a question of disciplining an Academic Professional arises, the following steps shall be followed:

a. An Academic Professional may be suspended immediately under extreme circumstances if there is a threat of immediate harm to themselves or others.

b. The Academic Professional shall be informed of the nature of the problem by the Dean or other administrator.

c. An attempt shall be made to resolve the issue through informal meetings with the supervisor or other pertinent university administrative personnel.

3. If the above procedure fails to resolve the problem satisfactorily, the Dean or other administrator shall form an ad hoc committee of at least two Academic Professionals and at least two bargaining unit members familiar with the area of expertise of the Academic Professional being considered for discipline.

4. The Dean shall charge the committee to investigate the allegations against the Academic Professional.

5. The ad hoc committee shall provide the Academic Professional reasonable time to respond to the allegations.

6. The ad hoc committee shall provide a report of its findings to the Dean within 45 days of receiving its charge with a copy to the Academic Professional.

7. The Academic Professional shall be allowed to provide a written rebuttal to the Dean.

8. The Dean shall have 30 days to render a decision concerning the imposition of discipline in the case.

9. The Academic Professional shall have the right to take the matter to grievance and arbitration

G. Discipline of an academic professional during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.