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Article 9: Appointment and Reappointment ^[1]

9.1 When reasonably practicable, initial full-time appointment to the Instructional Staff shall be made, in writing, by the President or his or her designee and approved by the Board prior to the effective date of appointment. Where such written appointment in advance of the effective date is not practicable, appointment shall be made by the President or his or her designee, subject to final action by the Board; in such instances, the President or his or her designee shall advise the appointee, in writing, that the appointment is subject to Board approval.

When a non-tenured or non-certificated member of the instructional staff does not appear at the college to perform his/her duties and fails to receive an authorized leave of absence, the individual shall be considered to have abandoned his/her position, and the college shall have no further obligation to that individual under the following circumstances: for a full-time member of the instructional staff, such abandonment shall be deemed to have occurred after 10 consecutive days of absence, other than Saturdays, Sundays or legal holidays. For an adjunct, such abandonment shall be deemed to have occurred after unauthorized absence from the first week of scheduled classes or other assigned duties. In either case the college shall notify the staff member in writing by certified mail that abandonment of his/her position has occurred.

In any grievance filed pursuant to abandonment of a position based upon the above, the burden of proof shall be upon the grievant to show:

1. He/She taught assigned classes or performed his/her duties on the days at issue, or
2. He/She applied for and received a prior approved leave for the days at issue, or
3. He/She was unable to report for work or give notice because of an emergency which made it impossible to report for work or give notice.

9.2 In the event that the Board does not approve of the appointment, and the appointee has already commenced work, the appointee shall have the option of receiving compensation pro rata for time worked or accepting a college appointment for the duration of that single semester. When, however, the Board does not approve the appointment for cause involving matters such as falsified credentials or inaccurate vita, the University shall be under no obligation other than payment for work performed to that point.

9.3 All initial full-time appointments to the Instructional Staff (except for those of substitutes and distinguished professors) shall be for one year or to the end of the academic year in which the appointment takes effect. For appointments to the HEO series which are made on the basis of the fiscal year, the fiscal year shall obtain.

9.4 All full-time reappointments to the Instructional Staff shall be for no less than one year, except for substitutes and for retirement leave. Employees, other than those who announce their bona fide intent to retire and meet applicable conditions contained in section 3107 of the Education Law, shall be compensated in a lump sum for all annual leave or compensatory time owed on the final date of the appointment or in the case of resignation as of the final work day.

9.5 Part-time appointments may be for less than one year, except as provided in Article 10.1(a)3.

9.6 Appointments to the title of Graduate Assistant shall be in accordance with the provisions of 11.2 of this Agreement.

9.7 Substitutes are temporary employees appointed to fill vacancies caused by leaves and/or emergencies; such persons shall have no presumption of retention.

9.8 Instructors and non-certificated Lecturers with four or more years of continuous full-time service in those titles immediately preceding appointment to the rank of Assistant Professor shall receive two years of service credit toward the achievement of tenure in the title Assistant Professor.

By August 31, preceding the first full-year appointment to the title Assistant Professor, the employee shall state, in writing, his/her preference regarding whether or not he/she wishes to waive the service credit toward tenure provided in the previous paragraph. In the event the employee wishes the service credit waived and the President or the President's designee approves, the service credit shall be waived irrevocably. In the event that the employee wishes to have the service credit applied or does not state a preference, the service credit shall apply. Approval or denial of the request shall not be subject to the provisions of Article 20.

9.9 When a College President determines not to make a recommendation to the Board for reappointment of a full-time member of the instructional staff or promotion of a full-time member of the instructional staff recommended to him/her by a College P&B Committee or other appropriate body, the individual affected by that decision shall be notified of the Committee's favorable recommendation and of the President's decision. The notice shall not state the reasons for the President's action.

Within ten (10) calendar days, excluding Saturdays, Sundays and legal holidays, after receipt of said notice, the affected individual may submit to the President a signed request for a statement of the reasons for the President's action. Within ten (10) calendar days, excluding Saturdays, Sundays and legal holidays, after receipt of the request, the President shall furnish a written statement of his or her reasons to the affected employee.

The President shall not be required thereafter to justify his or her decision or his or her reasons.

It is recognized that the President has an independent duty to recommend to the Board for appointment, reappointment, tenure or promotion only those persons he/she is reasonably certain will contribute to the improvement of academic excellence at the college and to consider institutional factors.

9.10 In the event that a full-time member of the instructional staff appeals through academic channels a negative decision regarding reappointment, tenure, a Certificate of Continuous Employment, or promotion, and the appeal is not successful, the individual shall be so notified by the President or his/her designee in writing.

For a five-year pilot period beginning with the late 2016-17 academic year, the President shall be required to respond to an appeal from a full-time faculty member regarding a negative decision on reappointment or tenure within 120 calendar days after the submission on appeal is complete,

including the submission of any additional materials and the meeting with the President, if the college permits one, whichever comes later.

Within 10 calendar days, excluding Saturdays, Sundays and legal holidays, after receipt of said notice the affected individual may submit to the President a signed request for a statement of reasons for the denial of the appeal. Within ten (10) calendar days, excluding Saturdays, Sundays and legal holidays, after receipt of the request, the President shall furnish a written statement of the reason(s) for denial to the affected employee.

It is recognized that the President has an independent duty to recommend to the Board for appointment, reappointment, tenure or promotion only those persons he/she is reasonably certain will contribute to the improvement of academic excellence at the college and to consider institutional factors.

Consistent with Section 20.5 of this Agreement the President's academic judgment shall not be reviewable by an arbitrator.

9.11 An individual who has received a statement of reasons pursuant to section 9.9 may not, upon appeal to the President, receive a second statement of reasons pursuant to section 9.10.

9.12 The reasons referred to in Section 9.10 of Article 9 (Appointment and Reappointment) are understood to be the reasons of the President. Further, where no academic appeals procedure is in existence or where such currently existing procedures do not culminate in an appeal to the President there shall be a direct appeal to the President, and the academic channels in the first paragraph of Section 9.10 may be limited to a direct appeal to the President.

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