

## Tentative Agreement

### ARTICLE 14

#### APPOINTMENT AND REAPPOINTMENT OF FACULTY

14.§1 RECOMMENDATIONS. In matters involving the appointment or reappointment of faculty, part-time faculty, and department chairs, faculty members shall have the right to make timely recommendations to the appropriate administrator. Such recommendations should consider the professional competence and performance of candidates, as well as their potential personal and professional contributions to the University, and shall be made in accordance with the Department Policy Statement. Nothing in this article, however, shall prevent Western from hiring part-time instructors at its sole discretion when the need to hire a part-time faculty member is unexpected and there is insufficient time to consult with department faculty. In these cases, faculty shall be given the opportunity to make recommendations before the individual is assigned to teach in the department in the future.

14.§1.1 *Grievability of Final Decisions*. Final decisions concerning the appointment or reappointment of faculty shall be subject to the grievance procedure in this Agreement.

14.§1.2 *Spousal and Partner Hires*. Western will attempt to identify positions in the bargaining unit for the spouses **and partners** of faculty hires who are qualified to apply for and hold such positions.

14.§2 TYPES OF APPOINTMENT. The Board of Trustees of Western Michigan University presently approves the following types of appointment: (1) ~~one-year~~ renewable term; (2) grant/contract; (3) joint; (4) tenure-track; and (5) tenured position.

14.§2.1 *One-Year Renewable Term*. The Renewable-Term appointment is used for leave-of-absence, sabbatical leave and emergency replacements and for temporary instructional needs, with the recommendation of the department faculty. **These renewable term appointments may range in duration from one (1) year up to five (5) years**, but the consecutive appointments shall not exceed five (5) years **total**. **Renewable term appointments may also be one semester in duration for one-semester sabbatical leave replacements and for leaves of absences as defined in Article 27.** When a term position **includes or** has been renewed ~~for~~ **to include a fifth** ~~fourth~~ ~~consecutive~~ year, the position shall be evaluated and considered for conversion to a tenure-track position. ~~For faculty specialist appointments in Counseling Services, these term appointments can range in duration from one semester up to five consecutive years.~~

14.§2.2 *Grant/Contract*. Grant/Contract appointments may be given to bargaining unit faculty members in grant/contract positions. The term of the grant/contract appointment

shall not exceed the approved duration of the grant/contract, and grant/contract faculty may be reappointed with the same duration stipulation.

14.§2.3 *Joint*. Joint appointments occur when a board-appointed faculty member has a primary appointment in a home department and a secondary appointment in another department or unit. A faculty member's home department will render all decisions, including, but not limited to, tenure, promotion, merit, salary, voting rights, as well as other normal faculty responsibilities for that faculty member. In the case of tenure and promotion, recommendations from faculty colleagues and the chair/director of the secondary department or unit will be provided to the home department in advance of the home department making its recommendation to its chair. These recommendations will become part of the faculty member's adjunctive file, and will be considered by the home department in making its tenure and promotion recommendations (see Articles 17.§6.4 and 18.§6.4).

14.§2.4 *Tenure Track*. Tenure-Track appointments are continuing probationary appointments.

14.§2.5 *Tenure*. A tenure appointment awarded in accordance with Article 17, Tenure Policy and Procedures.

14.§3 CHANGE IN APPOINTMENT TYPE. The Office of the Provost will make no changes in the existing appointment types for members of the bargaining unit without first contacting the Chapter, explaining what is planned and why, and consulting with the Chapter on the proposed changes.

14.§4 INITIAL APPOINTMENTS. At the time of a formal offer of employment, Western shall advise the faculty member, in writing, of the terms and conditions of the appointment as follows: the type of appointment; salary; credit for prior service toward tenure, promotion, and sabbatical (if any is granted); and length of the tenure probationary period (if appropriate for the appointment). If a visa or other approval by U.S. Citizenship and Immigration Services is required for the prospective faculty member to work for Western, the letter of appointment shall also state the reimbursement of fees, expenses, and/or costs pertaining to relocation (if any are granted). Under extraordinary circumstances, tenure may be awarded at the time of the initial appointment with the recommendation of the department and bargaining unit faculty members. Western shall provide the prospective faculty member with a copy of this Agreement and a copy of the appropriate Department Policy Statement. Western shall also inform the prospective faculty member that the Chapter is the exclusive bargaining agent for the faculty (see Witnesseth of the Agreement; see also: Article 17, Tenure Policy and Procedures).

14.§5 LETTERS OF APPOINTMENT. Rights and benefits of faculty members set forth in this Agreement shall be assimilated into and made part of any letter of appointment. In the event of

conflict between the terms of a letter of appointment and the terms of this Agreement, the Agreement shall be controlling. This Agreement shall be referred to in letters of appointment issued to faculty members.

14.§6 MINIMUM TERMS. The Agreement states the minimum terms and conditions for employment or continued employment of a faculty member, and Western will not employ a faculty member on terms less favorable to him/her than those stated herein.

14.§6.1 In the event Western wishes to employ a new faculty member on terms more favorable than those specified herein, it may do so. In cases involving a faculty member already employed by Western, Western may give salary increments for market considerations, including temporary adjustments as part of a reassignment to grant/contract supported work, in addition to those increases otherwise provided in the Agreement. Such salary increments shall not be given for other reasons unless the agreement of the Chapter is obtained. When market increments are given to a faculty member already employed, Western will notify the Chapter of such action. The provisions above, regarding market increments, shall be subject to the grievance procedure.

14.§7 SALARY WHEN APPOINTMENT TYPE CHANGES. If a faculty member on a term appointment is appointed to a tenure-track appointment, Western, at that time and at its sole discretion, may offer the faculty member a higher base salary.

14.§8 ALTERNATE TERMS. Nothing in this article shall preclude Western and a faculty member from mutually agreeing to an alternate-academic-year appointment consisting of the summer I and summer II sessions and a fall or spring semester. In departments whose Department Policy Statements provide for department recommendation on alternate-academic-year appointments, such department recommendation shall be sought by Western prior to finalization of the appointment. Western shall promptly notify the Chapter of each alternate-academic-year appointment. Western will put in writing to the faculty member any agreements regarding the duration of the alternate-academic-year appointment.

14.§8.1 In departments where faculty have agreed to alternate-academic-year appointments as an alternative to layoff, Western agrees, where programs and qualifications permit, to rotate such assignments. Department bargaining unit faculty members may recommend a rotation system. Faculty members who wish to remain on alternate-academic-year assignments without rotation may do so.

**Tentative Agreement**

WMU:           *Kang Min Seon*          

WMU-AAUP:           *Arbitray Delep*          

Date:           August 21, 2021          

Date:           August 20, 2021