

EMU Counter-Proposal

Discussion Draft July 26, 2006, proposed August 28, 2006, revised September 5, 2006

NOTE: The section on joint appointments is placed between MP 433 and 434 and is temporarily numbered as MP 2000-2045.

ARTICLE XIV. FACULTY APPOINTMENTS, FACULTY PARTICIPATION IN GRADUATE PROGRAMS, REAPPOINTMENTS, TENURE AND PROMOTION

411 A. Appointments and Reappointments: General Provisions

412 1. Appointments to the Bargaining Unit shall be probationary (i.e., working toward academic tenure), or tenured (i.e., holding indeterminate academic tenure).

413 2. A probationary appointment shall be for one (1) year (i.e., 12 months, from September 1 to August 31), subject to renewal or non-renewal by EMU at its expiration date, except in those instances in which a Faculty Member is initially appointed in mid-academic year (i.e., at the beginning of the Winter term).

414 a. In those instances in which a Faculty Member is initially appointed in mid-academic year (i.e. at the beginning of the Winter term), the duration between such initial appointment and the following September 1, shall be deemed the first (1st) year of appointment, unless the Faculty Member decides not to use this initial period as the first (1st) year of appointment. The decision not to use this initial period as the first (1st) year of appointment shall be made: 1) by the Faculty Member by October 15 of the first calendar year of his/her appointment by Associate Professors and Professors, or 2) by October 15 of the second calendar year of his/her appointment by Assistant Professors and Instructors. The Faculty Member shall notify the Department Head of his/her decision in writing by October 15.

415 b. In those instances in which a Faculty Member is initially appointed and commences his/her employment with the University during a Spring or Summer term, said Spring and/or Summer term appointment(s) shall not be construed as a part of the Faculty Member's initial probationary year and in such instances, the initial probationary year of appointment shall, for purposes of evaluation for reappointment, tenure and promotion, be construed to have begun on September 1 immediately following said Spring and/or Summer appointment.

416 3. Full-time Bargaining Unit employees whose principal responsibility is teaching and/or professional library service shall be appointed to the rank of Instructor, Assistant Professor, Associate Professor or Professor.

417 4. Faculty Members who are selected to participate in the process of hiring Faculty in their department will be provided with materials that give guidance in proper

procedure for searching, interviewing and notifying potential candidates for hire. The appropriate Faculty committee shall make recommendations for appointment and service/rank credit, as defined in Article XIV. A. 14 to the Department Head. The recommendation will be based upon evaluation of the candidate's qualifications with respect to standards in the Department Evaluation Document and the Agreement. Recommendations for appointment, including any service/rank credit shall be forwarded, in order, to the Department Head or the appropriate administrative agent, the Dean of the college, the Provost and Vice President for Academic Affairs, the President, and the Board of Regents, for approval or disapproval.

418 5. Any terms and conditions in a letter of appointment to the Faculty beyond those provided by this Agreement shall be approved by the Provost and Vice President for Academic Affairs or his/her designee in the office of the Provost and a copy provided to the Faculty Member and the Association. Any extension(s) or modification(s) of any appointments which include terms and conditions beyond those provided by this Agreement, and any special understandings shall also be stated in writing by the Provost or his/her designee and a copy provided to the Faculty Member and the Association.

419 6. In the event an appointment shall be made in any department without the consent of a majority of Faculty Members in that department, the action may be the subject of a grievance on the basis that the appointee is not academically qualified, does not meet the published description of the position, or does not meet the appointment criteria set forth in the Departmental Evaluation Document.

420 7. Recommendations for appointment shall be made pursuant to the input system as specified in Article XIII, and only after careful professional review.

421 8. Faculty rank in any department shall be granted to a non-Bargaining Unit employee only after providing for the input of the Faculty Members of the department in which rank is being considered, consistent with the provisions of the input system established in accordance with Article XIII.

422 9. A regular non-Bargaining Unit employee not previously a member of the Bargaining Unit but who has Faculty rank at EMU and is transferred into the Bargaining Unit shall be considered as a probationary employee for a period of time consistent with his/her rank. This requirement may be waived by EMU and by a majority vote of the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.

423 10. A regular non-Bargaining Unit employee who was previously a member of the Bargaining Unit and who transferred out of the Unit while a probationary employee shall, if returned to the Unit, have a probationary period consistent with his/her rank less the period of time previously served as a probationary employee in the Unit, except that such probationary period shall not be less than two (2) years. The probationary period may be waived by EMU and by a majority vote of the Faculty Members of the

department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.

424 11. Service as a member of the teaching Faculty with a primary appointment as an Instructor, Assistant Professor, Associate Professor, or Professor prior to the certification of the agent shall be considered as previous membership in the Bargaining Unit.

425 12. Service as a full-time temporary employee outside the Bargaining Unit (e.g. Lecturers) may be considered as satisfying a portion of the required years of service specified in this Agreement. A Faculty Member who has full-time teaching or related professional experience at an institution of higher education or equivalent may receive credit at the time of his/her initial appointment for a portion of his/her teaching experience for the purpose of tabulating service/rank credit to determine his/her eligibility for consideration for tenure and/or promotion, provided:

426 a. only full-time experience shall be considered for credit;

427 b. the service/rank credit given the new-hire shall be credited on a one year-for-one year basis;

428 c. the total years of credit that are accorded the new-hire shall not exceed one-half (1/2) of the total probationary years of service or two years, whichever is less, that are required before the Faculty Member is eligible for tenure consideration;

429 d. the number of years that are to be credited toward the Faculty Member's eligibility for consideration for tenure/promotion are stated in writing in an appointment letter, a copy of which shall be provided the Association.

430 In the event that credit for prior experience is not set forth in writing and granted prior to the Faculty Member's initial date of appointment, such credit shall be barred from further consideration.

431 13. A Faculty Member who applies for a position in a department other than the department in which he/she is currently assigned (i.e., a department other than that in which he/she currently holds rank and tenure or is working toward tenure), is eligible for consideration for employment in such other department the same as applicants from outside the University and shall be subject to the appointment procedures as specified in this Agreement, except in the case of a Faculty Member who is subject to layoff or on layoff status, who shall have preferential status as specified in Article VIII.

432 14. Rank and tenure status may be granted consistent with the appointment procedures provided for in this Agreement, subject to the approval by EMU as herein provided, except that any such appointment with a tenure date prior to the date of appointment in the "new" department shall require the specific approval of both a majority of the Faculty Members in the "new" department and approval of EMU at each review level.

433 15. Criteria to be followed and procedures to be considered in making decisions regarding applications for reappointment are set forth in Article XV.

JOINT APPOINTMENTS

2000 I. DEFINITIONS

- 2001 A. For purposes of this article "academic unit" shall refer to program, department or school.
- 2002 B. The term "administratively responsible unit" refers to the academic unit that will be responsible for initiating and coordinating the joint appointee's teaching schedule and performance evaluations. A temporary shift in the distribution of workload between academic units is not grounds for reassigning the faculty member to another administratively responsible unit.
- 2003 C. A "joint appointment" is an appointment that confers faculty status in more than one academic unit, which may ultimately lead to the granting of tenure in more than one academic unit. Joint appointments with at least three-eighths (3/8) in each unit shall be governed by the procedures set out in this section. Joint appointments with less than three-eighths (3/8) in one academic unit shall have the unit with the largest appointment fraction as administratively responsible unit; all procedures of that unit including its evaluation document shall apply. The academic units involved in a joint appointment may be in more than one college.
- D. All fractional appointment portions of a joint appointment shall add up to one (1) full-time equivalent faculty position (FTE). A joint appointment shall be considered a full-time faculty member by all academic units.
- E. Nothing in this section shall require a change in any existing appointment between two departments made before January 1, 2006. Faculty members in such positions may change their appointments consistent with the terms of this section if they choose.

2004 II. PROCEDURES FOR THE SELECTION OF NEW FACULTY FOR JOINT APPOINTMENT

- 2005 Academic units that wish to initiate a joint appointment shall secure prior approval from the dean(s) of the relevant college(s). This request for a joint appointment shall include but not be limited to: (a) the academic unit that will serve as the administratively responsible unit for the joint appointee and (b) the proportion of the appointee's position to be assigned to each academic unit.
- 2005a The resulting search process shall conform to existing University policies and procedures governing faculty recruitment with these additional requirements in the case of joint appointments:

- 2006 1. As closely as possible, each academic unit shall be represented on the search committee in a proportion equal to the portion of the joint appointment assigned to each academic unit.
- 2007 2. Recommendations of candidate(s) for joint appointment shall be made by the chair of the search committee to the administrators of the affected academic units in accordance with the procedures set forth in the respective Departmental Input Documents.
- 2008 3. The administrator of the administratively responsible unit shall forward the recommendation of the search committee together with the recommendations of the administrators of all affected units to the dean(s) of all affected college(s).
- 2009 4. The relevant dean(s) shall make a recommendation to the Provost and Vice President for Academic Affairs.
- 2010 III. PROCEDURES FOR THE APPOINTMENT OF TENURED OR PROBATIONARY FACULTY TO JOINT APPOINTMENT
- 2011 Any member of the tenured or tenure-track faculty at Eastern Michigan University who wishes to alter his or her appointment to become a joint appointee with another academic unit or units shall request such appointment in the following way:
- 2012 1. The faculty member requesting a joint appointment shall send a memorandum to the administrator(s) of the affected academic unit(s), including the unit in which the prospective joint appointee currently holds his/her appointment. This memorandum shall contain a description of the individual's academic qualifications for such an appointment, a statement detailing the role of the prospective joint appointee in the educational and professional program(s) to which the faculty member will be assigned, and a recommendation regarding the proportion of their position to be assigned to each academic unit and the unit which will serve as his/her administratively responsible unit.
- 2013 2. The administrators of the affected academic units shall forward this memorandum together with their recommendation to the dean(s) of the affected college(s).
- 2014 3. The dean(s) shall forward this memorandum and the recommendation of the administrator(s) of all affected academic unit(s) and his or her own recommendation to the administrators of the affected units. Those administrators must forward these materials to affected faculties for consideration and input. The request for a joint appointment submitted for faculty input shall include but not be limited to: (a) all recommendations, (b) the academic unit that will serve as the administratively responsible unit for the joint appointee and (c) the proportion of the appointee's position to be assigned to each academic unit.

- 2014a 4. The administrator of the administratively responsible unit shall forward the recommendations of the affected units to the dean(s) of the affected college(s).
- 2015 5. After receiving the recommendations, the dean(s) shall forward their recommendation(s) within thirty working days to the Provost and Vice President for Academic Affairs for final decision.
- 2016 IV. APPROVAL PROCESS FOR JOINT EVALUATION DOCUMENTS FOR JOINT APPOINTMENTS
- 2017 A. The process described in this section applies to joint appointments of new faculty described in Section II and to tenured or probationary faculty described in Section III.
- 2018 In the event that no Joint Evaluation Document exists for the joint position being created, a Joint Personnel Committee shall be constituted. As closely as possible, each academic unit shall be represented on the committee in proportion equal to the portion of the joint appointment assigned to each academic unit. The committee will review the Evaluation Documents of the affected academic units and propose a Joint Evaluation Document that shall apply to all joint appointments to the faculties in the affected academic units. The final Joint Evaluation Document shall be sent to the faculty of the affected academic units for their review. The faculty have ten (10) working days to request a departmental discussion or vote before the administrator of the administratively responsible unit forwards the Joint Evaluation Document to the dean(s). In case of a negative vote the Joint Evaluation Document shall be returned to the Joint Personnel Committee for further consideration.
- 2018a A Joint Evaluation Document shall be approved before a recommendation for a joint appointment is submitted by the dean(s) to the Provost and Vice President for Academic Affairs. It is expected that the Joint Evaluation Document will not be more stringent than the strictest Evaluation Document, nor less stringent than the most permissive Evaluation Document, of the affected academic units.
- 2019 The administrators of the affected academic units shall forward the recommendations of the faculties together with their recommendations to the dean(s) of the affected college(s).
- 2020 The proposed Joint Evaluation Document, including a recommendation regarding the academic unit that will serve as the administratively responsible unit for the joint appointee and the proportion of the appointee's position to be assigned to each academic unit, will be submitted by the dean(s) of the affected college(s) to the Provost and Vice President for Academic Affairs for his/her transmittal to the Standing Committee on Department Evaluation Documents.
- 2021 In the case of a search for a new faculty member the Joint Evaluation Document shall be approved before an authorized search for a joint appointment can commence.

2023 V. LETTERS OF APPOINTMENT FOR FACULTY RECEIVING A JOINT APPOINTMENT

2024 In addition to the material included in letters of faculty appointment under existing University policies, the following shall be specified in the letters of faculty appointment given to joint appointees:

2025 1. The proportion of the appointee's position assigned to each academic unit.

2026 2. The administratively responsible unit.

2027 3. The Joint Evaluation Document by which his/her performance will be assessed.

2028 4. The right to participate fully as a member of the faculty in each of the academic units in which the appointment is held.

2029 5. The right to have one vote in college-wide and university-wide elections.

2030 VI. WORKLOAD DISTRIBUTION AND SUPPORT FOR JOINT APPOINTEES

2031 A faculty member receiving a joint appointment shall receive all of the professional benefits accorded to other members of the faculty. In addition, the following considerations apply:

2032 The administrator of the administratively responsible unit shall be responsible for determining, in consultation with the respective administrator(s) of the other unit(s), the expected professional workload including scheduled classes, advising, and service for the joint appointee as well as to arrange for his/her office accommodations and other resources. The sources for such accommodation and support shall be determined in consultation with the administrator(s) of the affected academic unit(s) and dean(s).

2033 VII. EVALUATION PROCESS AND JOINT EVALUATION COMMITTEE

2034 A. There shall be established one academic unit-level peer review for the purpose of evaluating a faculty member with a joint appointment for periodic evaluations as specified in this Agreement in ARTICLE XV "Evaluation Criteria and Procedures for Reappointment, Tenure, and Promotions" and modified below:

2035 1. The Joint Evaluation Committee shall consist of members selected from among the Personnel committees of the units within which the candidate holds a joint appointment.

2036 2. As closely as possible, each academic unit shall be represented on the committee in a proportion equal to the portion of the joint appointment assigned to each academic unit.

- 2037 B. The chair of the Joint Evaluation Committee shall forward the recommendations to the administrator(s) of the affected academic units and the administrator of the administratively responsible unit.
- 2038 C. The administrator of the administratively responsible unit shall forward the recommendations of the Joint Evaluation Committee along with the recommendations of the administrators of the affected academic units to the Dean(s) of the affected College(s).
- 2039 D. The dean(s) of the affected college(s) shall forward the recommendations of the Joint Evaluation Committee, of the administrators of the affected academic units and of the Dean(s) of the affected College(s) to the Provost and Vice President for Academic Affairs.
- 2040 VIII. SUBSEQUENT APPOINTMENT IN A SINGLE DEPARTMENT
- 2041 A. Any member of the tenured or tenure-track faculty at EMU who was appointed to a joint appointment in two or more academic units may subsequently request a full-time appointment in one of those units. Such an appointment shall be requested in the following way:
- 2042 1. The faculty member may send a memorandum requesting the appointment in ~~to~~ a single academic unit to the administrators(s) of each affected academic unit(s), including the unit to which the joint appointee wants to transfer his/her appointment. This memorandum shall contain a description of the individual's academic qualifications for such an appointment along with a statement detailing the role of the prospective appointee in the educational and professional program to which they will be assigned.
- 2043 2. Within thirty working days of receipt of the above memorandum, the administrators(s) of the affected academic unit(s) shall forward this memorandum together with their recommendation and the recommendations of the faculty in the affected academic unit(s) to the dean of the college in which the faculty member requests an appointment.
- 2044 3. The dean of the college housing the academic unit in which the faculty member seeks appointment shall forward his/her recommendation within thirty working days to the Provost and Vice President for Academic Affairs for final decision.
- 2045 B. A faculty member who held a full-time tenured or probationary appointment in a single academic unit prior to being given a joint appointment between that academic unit and another academic unit(s) may request and be granted a full-time appointment in his or her original academic unit by the above procedure but may be appointed fully to the other academic unit only by the procedure for permanent reassignment of faculty as specified in Article XIV.
- 434 B. Faculty Participation in Graduate Programs

435 Departments shall periodically review criteria for faculty participation in graduate programs as part of the process of program review.

436 C. Tenure

437 1. The primary purpose of academic tenure originally and presently is the preservation of academic freedom. That freedom, protected by a sufficient degree of economic security to make the profession attractive to men and women of ability, is essential if the professor and thereby the University is to fulfill the function of being that agency in society devoted to the search for and exposition of truth. At Eastern Michigan University academic tenure is awarded to a Faculty Member only after he/she has proven himself/herself to be a worthy member of the University community.

438 2. The years of a probationary appointment for which a Faculty Member is evaluated and may be granted tenure are dependent on the rank at which the initial appointment is made, as follows:

439 <i>Initial Appointment Rank</i>	<i>Evaluation of Tenure</i>
Professor	Third Probationary Year
Associate Professor	Fourth Probationary Year
Assistant Professor	Fifth Probationary Year
Instructor	Sixth Probationary Year

440 3. Aliens will not be accorded tenure and shall be terminated unless they have attained lawful permanent resident status in the United States, or otherwise have the right to reside permanently in the United States by March 15 of the year in which final application for tenure is made.

441 4. When tenure is granted it shall become effective at the beginning of the following academic year.

442 5. In those instances in which a Faculty Member's last opportunity for tenure evaluation, as set forth above, results in the denial of tenure, said Faculty Member shall be reappointed for one additional year to the Bargaining Unit in the Department/Area in which tenure was denied. Such individuals are not eligible for reconsideration or further evaluation for tenure during a terminal year appointment.

443 6. Appointments with tenure will be indeterminate and may be terminated only for a reasonable and just cause, except in the case of retirement (Article XX), medical disability (Article XI), or layoff (Article VIII).

444 7. A non-Bargaining Unit employee who has Faculty rank at EMU and who has been previously granted tenure while a member of the Bargaining Unit shall, if returned to the Bargaining Unit, have his/her tenure recognized.

445 8. The tenure restrictions provided in this Agreement shall not apply to non-Bargaining Unit employees holding tenure prior to the effective date of the 1974 Master Agreement.

446 9. There shall be no arbitrary establishment of a fixed proportion of tenured to non-tenured Faculty Members in the University or any division thereof.

447 10. Criteria and procedures to be considered in making decisions regarding tenure are set forth in Article XV.

448 D. Promotion

449 1. It is recognized that in certain academic disciplines attainment of specific degrees or prescribed number of credit hours may be less directly related to professional performance than in others. Academic attainment is stated below in terms of minimum degrees and credit hours. However, Departments may establish appropriate professional equivalencies for each of the academic requirements indicated below, subject to the approval of the Provost and Vice President for Academic Affairs, or his/her designee. These established equivalencies shall be respected by all persons evaluating an applicant for promotion.

450 Instructor

451 Master's degree or equivalent preferred; at least a Bachelor's degree plus twelve (12) hours of graduate credit or equivalent.

452 Assistant Professor

453 Two (2) years as an Instructor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional eighteen (18) hours of graduate credit or equivalent.

454 Associate Professor

455 Five (5) years as an Assistant Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional thirty-six (36) hours of graduate credit or equivalent.

456 Professor

457 Five (5) years as an Associate Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional sixty (60) hours of graduate credit or equivalent.

458 In each of the above instances, only years in rank at Eastern Michigan University and those years of prior experience credited in accordance with the provisions of

XIV.A.14 shall be considered.

459 2. There shall be no arbitrary establishment of a fixed proportion of Faculty ranks in the University or any division thereof.

460 3. Criteria and procedures to be considered in making decisions regarding applications for promotion are set forth in Article XV.

461 E. Tabulation of Duration of Appointments

462 To earn a full year of service/rank credit for the purposes of tenure, promotion, eligibility for Sabbatical Leave or Faculty Research/Creative Activity Fellowships, etc., a Faculty Member must be on a 100% appointment for a minimum of thirty-two (32) weeks during the regular Fall/Winter Semesters or while serving on a formal appointment under Plan C or Plan C¹. Faculty Members who work less than thirty-two (32) weeks during the regular Fall/Winter Semesters or while serving on a formal appointment under Plan C or Plan C¹, or whose appointment is less than 100%, shall have their service/rank credit proportionately reduced. A Faculty Member shall not earn more than one (1) full year's service/rank credit during any twelve (12) month period commencing September 1 through and including August 31. Within these general guidelines, Faculty Members shall, except as otherwise provided in this Agreement, be accorded service/rank credit, as follows:

463	<i>Creditable</i> Service on grants directly related to the Faculty Member's discipline	<i>Non-Creditable</i> Time spent on unpaid leaves except as provided for in Article XI.
464	Released time as provided for under Article V.	Service on grants not directly related to the professional field in which the Faculty Member is employed by the University.
465	Time spent on Sabbatical Leaves or Faculty Research/ Creative Activity Fellowship Leaves.	
466	Other time spent on leave where service/rank credit is approved by EMU.	
467	Prior experience at other institutions of higher education	

or equivalent for
which credit is given at the
time of hire in accordance
with the provisions of
XIV.A.14.

468 F. All grants of tenure or promotion shall become effective at the beginning of the academic year following the academic year in which application for same is made.