

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

3 **A. Appointments and Reappointments: General Provisions**

- 4 1. Appointments to the Bargaining Unit shall be probationary (e.g.e.g., working toward
5 academic tenure) or tenured (e.g.e.g., holding indeterminate academic tenure).
- 6 2. A probationary appointment shall be subject to renewal or non-renewal by EMU at its
7 expiration date, except in those instances in which a Faculty Member is initially
8 appointed in mid-academic year (e.g.e.g., at the beginning of the winter term).

9 Until a Faculty Member is accorded tenure by EMU, he/she shall be employed on the
10 initial probationary appointment of three (3) years followed by a two (2) year
11 appointment (e.g.e.g., initial appointment is for three (3) years, commencing from
12 September 1 of the year one (1) to August 31 of the year three (3), subject to renewal
13 after year three (3) at the August 31 expiration date), except in those instances in which
14 an initial appointment is made after September 1 (e.g.e.g., at the beginning of the Winter
15 term). In those instances, said initial appointment shall be adjusted accordingly, and shall
16 thereafter be subject to renewal, pursuant to the provisions of Article XIV.A.2.

17 a. In those instances in which a Faculty Member is initially appointed in mid-academic
18 year (e.g.e.g., at the beginning of the winter term), the duration between such initial
19 appointment and the following September 1, shall be deemed the first (1st) year of
20 appointment, unless the Faculty Member decides not to use this initial period as the
21 first (1st) year of appointment. The decision not to use this initial period as the first
22 (1st) year of appointment shall be made: 1) by the Faculty Member by October 15 of
23 the first (1st) calendar year of his/her appointment by Associate Professors and
24 Professors, or 2) by October 15 of the second (2nd) calendar year of his/her
25 appointment by Assistant Professors and Instructors. The Faculty Member shall
26 notify the Department Head of his/her decision in writing by October 15.

27 b. In those instances in which a Faculty Member is initially appointed and commences
28 his/her employment with the University during a summer term, said summer term
29 appointment shall not be construed as a part of the Faculty Member's initial
30 probationary year and in such instances, the initial probationary year of appointment
31 shall, for purposes of evaluation for reappointment, tenure and promotion, be
32 construed to have begun on September 1 immediately following said summer
33 appointment.

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

37 4. Faculty Members who are selected to participate in the process of hiring Faculty in their
38 department will be provided with materials that give guidance in proper procedure for
39 searching, interviewing and notifying potential candidates for hire. The appropriate
40 Faculty committee shall make recommendations for appointment and service/rank credit,
41 as defined in Article XIV.A.14. to the Department Head. The recommendation will be
42 based upon evaluation of the candidate's qualifications with respect to standards in the
43 Departmental Evaluation Document and the Agreement. Recommendations for
44 appointment, including any service/rank credit shall be forwarded, in order, to the
45 Department Head or the appropriate administrative agent, the Dean of the college, the
46 ~~Provost and Vice President~~Provost, the President, and the Board of Regents, for approval
47 or disapproval.

48 Department Evaluation Document (DED) Tenure and Rank Academic
49 Qualifications/Credentials must be equivalent to Department Evaluation Document
50 (DED) appointment standards.

51 5. Any terms and conditions in a letter of appointment to the Faculty beyond those provided
52 by this Agreement shall be approved by the ~~Provost and Vice President~~Provost or his/her
53 designee in the Office of the Provost and a copy provided to the Faculty Member and the
54 Association. Any extension(s) or modification(s) of any appointments which include
55 terms and conditions beyond those provided by this Agreement, and any special
56 understandings shall also be stated in writing by the Provost or his/her designee and a
57 copy provided to the Faculty Member and the Association.

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

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

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

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

75 10. A regular non-Bargaining Unit employee who was previously a member of the
76 Bargaining Unit and who transferred out of the Unit while a probationary employee shall
77 if returned to the Unit have a probationary period consistent with his/her rank less the
78 period of time previously served as a probationary employee in the Unit, except that such
79 probationary period shall not be less than two (2) years. The probationary period may be
80 waived by EMU and by a majority vote of the Faculty Members of the department in
81 which rank is to be held. Said vote may be conducted at the time of initial appointment
82 as a non-Bargaining Unit employee or at some later time.

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

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

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

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

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

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

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

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

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

117 If departmental votes for new academic administrators are requested by EMU, the
118 Association will be notified prior to the request being made to the department. Approval
119 will be granted consistent with the appointment procedures provided for in this
120 Agreement and the relevant evaluation standards for the department/school in which rank
121 and Tenure are sought. In making their determination for rank and Tenure, Faculty
122 Members shall be entitled to the complete curriculum vita of the administrative
123 appointee, as well as other relevant information that EMU shall make available. As part
124 of the on-campus interview, Faculty Members may request an in-person interview with
125 the new administrative employee prior to making their determination.

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

128 **B. Faculty Participation in Graduate Programs**

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130 Departments shall periodically review criteria for Faculty participation in graduate programs
131 as part of the process of program review.

132 **C. Tenure**

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

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

Initial Appointment Rank	Evaluation of Tenure
Professor	Third Probationary Year
Associate Professor	Fourth Probationary Year
Assistant Professor	Fifth Probationary Year
Instructor	Sixth Probationary Year

143 3. Faculty members who do not have United States permanent resident status at the time of
144 hire will follow the evaluation schedule in Article XV. However, they will not be

145 accorded Tenure until they have attained lawful permanent resident status in the United
146 States, or otherwise have the right to reside permanently in the United States by April 30,
147 within five (5) years following the year in which final application for Tenure is made.
148 Failure to earn Tenure will result in the Faculty Member not being reappointed. Failure
149 to obtain lawful permanent resident status in the United States within five (5) years
150 following the year in which final application for Tenure is made, or otherwise have the
151 right to reside permanently in the United States will result in the Faculty Member not
152 being reappointed.

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

155 5. In those instances in which a Faculty Member's last opportunity for tenure evaluation, as
156 set forth above, results in the denial of tenure, or in the instance that a Faculty Member is
157 not reappointed after their pre-Tenure full review, said Faculty Member shall be
158 reappointed for one additional year to the Bargaining Unit in the department/area in
159 which Tenure/reappointment was denied. Such individuals are not eligible for
160 reconsideration or further evaluation for Tenure/reappointment during a terminal year
161 appointment.

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

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

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

170 9. Criteria and procedures to be considered in making decisions regarding tenure are set
171 forth in Article XV.

172 **D. Promotion**

173 1. It is recognized that in certain academic disciplines attainment of specific degrees may be
174 less directly related to professional performance than in others. Academic attainment is
175 stated below in terms of minimum degrees. However, departments may establish
176 appropriate professional equivalencies for each of the academic requirements indicated
177 below, subject to the approval of the Provost or his/her designee. These established
178 equivalencies shall be respected by all persons evaluating an applicant for promotion.

179 a. Instructor

180 Master's degree or equivalent ~~preferred~~.

|181 b. Assistant Professor

|182 Two (2) years as an Instructor, Doctor's degree or equivalent ~~preferred~~.

|183 c. Associate Professor

|184 Five (5) years as an Assistant Professor, Doctor's degree or equivalent ~~preferred~~.

|185 d. Professor

|186 Five (5) years as an Associate Professor, Doctor's degree or equivalent ~~preferred~~.

187 In each of the above instances, only years in rank at Eastern Michigan University and
188 those years of prior experience credited in accordance with the provisions of XIV.A.14
189 shall be considered.

|190 2. Full Professor Salary Adjustment

191 A tenured faculty member who has held the rank of Professor for ten (10) or more years
192 may apply for a Full Professor Salary adjustment. With the exception of years in rank,
193 the evaluation criteria and procedures for this recognition are identical to those employed
194 for a promotion of Associate Professor to Professor. A faculty member who is awarded
195 this recognition shall have his/her salary increased by the amount specified in Article
196 XVIII.J. at the beginning of the next academic year. For the determination of salary
197 increases in subsequent years, the salary adjustment shall be treated as part of base pay.
198 A Professor may apply and receive this salary adjustment to his/her base every ten (10)
199 years.

200 ~~2.3.~~ There shall be no arbitrary establishment of a fixed proportion of Faculty ranks in the
201 University or any division thereof.

202 ~~3.4.~~ Criteria and procedures to be considered in making decisions regarding applications for
203 promotion are set forth in Article XV.

204 **E. Tabulation of Duration of Appointments**

205 To earn a full year of service/rank credit for the purposes of tenure, promotion, eligibility for
206 Sabbatical Leave or Faculty Research/Creative Activity Fellowships, etc., a Faculty Member
207 must be on a 100% appointment for a minimum of thirty-two (32) weeks during the regular
208 fall/winter Semesters or while serving on a formal appointment under Plan C or Plan C1.
209 Faculty Members who work less than thirty-two (32) weeks during the regular fall /winter
210 semesters or while serving on a formal appointment under Plan C or Plan C1, or whose
211 appointment is less than 100%, shall have their service/rank credit proportionately reduced.
212 A Faculty Member shall not earn more than one (1) full year's service/rank credit during any
213 twelve (12) month period commencing September 1 through and including August 31.

214 With these general guidelines, Faculty Members shall, except as otherwise provided in this
 215 Agreement, be accorded service/rank credit, as follows:

Creditable	Non-Creditable
Service on Grants directly related to the Faculty Member's discipline	Time spent on unpaid leaves except as provided for in Article XI
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
Time spent on Sabbatical Leaves or Faculty Research/Creative Activity Fellowship Leaves	
Other time spent on leave where service/rank credit is approved by EMU.	
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 or XIV.A.14.	

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

Tentative Agreement

 James P. Greene Date
 EMU Chief Negotiator

 Matthew Kirkpatrick Date
 AAUP Chief Negotiator