ARTICLE 14
APPOINTMENT AND REAPPOINTMENT OF FACULTY

14.§1 RECOMMENDATIONS. In matters involving the appointment or reappointment of faculty, part-time faculty, and department chairpersons, 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 departmental 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.§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) tenure-track; and (4) 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 other situations for which this appointment type is appropriate on a renewable basis as described in Department Policy Statements and/or with the recommendation of the departmental faculty, but the consecutive appointments shall not exceed five (5) years.

14.§2.2 Grant/Contract. Grant/Contract appointments may be given to bargaining unit faculty 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, and will become part of the faculty member’s adjunctive file.

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 the Immigration and Naturalization Service 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. 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 Preamble of the Agreement) (see also: Article 17, Tenure Policy and Procedures, 17.§4 and 17.§5).

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 plus a Fall or Spring semester.  In departments whose Department Policy Statements provide for departmental recommendation on alternate-academic-year appointments, such departmental 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 assignments as an alternative to layoff, Western agrees, where programs and qualifications permit, to rotate such assignments. Department bargaining unit faculty may recommend a rotation system. Faculty members who wish to remain on alternate-academic-year assignments without rotation may do so.

EDITING APPROVED:

_________________ DATE: ___________  __________________ DATE: ___________
On behalf of WMU                                                    On behalf of AAUP