

## **ARTICLE 19: APPOINTMENT OF FACULTY MEMBERS**

### 19.01 **Types of Appointments**

19.01.01 Appointments for faculty members shall be:

- (A) tenured;
- (B) probationary;
- (C) limited term; or
- (D) contract lecturer.

### 19.01.02 **Tenured Appointments**

- (A) A tenured appointment shall continue until retirement or until otherwise terminated pursuant to this Agreement.
- (B) Individuals who hold a tenured position at another university may be appointed with tenure, pursuant to Article 25.13.

### 19.01.03 **Probationary Appointments**

- (A) A probationary appointment shall continue up to six years and leads to consideration for tenure unless otherwise terminated pursuant to this Agreement. A probationary appointment is a period of appraisal during which time the member is expected to meet the criteria and standards of performance required for the granting of tenure.
- (B) The initial full-time appointment to any academic rank normally shall be a probationary appointment for a period of three years, except as provided in 19.01.02(B) and 19.01.04.
- (C) An academic year in which a member with a probationary appointment spends an accumulated period of more than six months on leave(s) pursuant to Article 37 shall not count toward the three years of the member's initial or renewed probationary appointment.
- (D) Probationary appointments normally commence on July 1<sup>st</sup> or August 1st. When such an appointment commences after July 1st but prior to December 31st, the probationary period shall be deemed to have commenced on the previous July 1st. When such an appointment commences on or after January 1st but prior to June 30th, the probationary period shall be deemed to have commenced on the next July 1st.
- (E) The member shall be informed by January 15th of the final year of his/her initial probationary appointment that:
  - (a) he/she is offered a tenured appointment effective July 1st;

- (b) he/she is offered a renewal of his/her probationary appointment for an additional three-year period; or
  - (c) his/her appointment shall terminate as of June 30th.
- (F) The member must apply for tenure by no later than September 15th of the final year of his/her second probationary appointment. Commencing with the final year of the initial probationary appointment and prior to the final year of his/her second probationary appointment, the member may apply for early tenure by written notification to his/her Dean by September 15th. For members hired on or after September 1, 2016, if the member's application for early tenure is unsuccessful then the member may not reapply for tenure until the final year of his/her second probationary appointment.
- (G) The member shall be informed by January 15th of the final year of his/her second probationary appointment that:
- (a) he/she is offered a tenured appointment effective July 1st; or,
  - (b) his/her appointment shall terminate as of June 30th.

19.01.04 **Limited Term Appointments**

- (A) A limited term appointment is for a stated period of time, and carries no implication of renewal or continuation beyond the stated term of the limited term appointment. Notwithstanding, a member hired pursuant to [(B) (e)] below shall be given a probationary appointment, provided the member completes the required qualifications for the position, as set out in the letter of appointment, within the time period specified in his/her letter of appointment.
- (B) Limited term appointments shall normally be made to:
- (a) bring distinguished visitors to the University;
  - (b) provide replacements for members on leave;
  - (c) respond to a specific teaching or research need which, for budgetary and/or academic reasons, is not intended to result in a continuing appointment; or,
  - (d) fill a position for which there has been inadequate opportunity to conduct a satisfactory search for a probationary or tenured appointee; or,
  - (e) fill a position, having conducted a search pursuant to Article 19.02 for a probationary or tenured appointee, with an appointee who has not completed the required academic qualifications for the position but is expected to do so.
- (C) The Board shall inform the Association of the period and purpose of each limited term appointment. A member holding a Limited Term Appointment shall not be disadvantaged should a probationary appointment or tenured appointment become available in his/her area and is relevant to his/her area of expertise.

- (D) A member with academic rank on a limited term appointment who accepts an immediately subsequent probationary appointment in the same Department shall, at the discretion of the member, be credited for time spent on the limited term appointment, to a maximum of two years, when he/she is being considered for renewal of the probationary appointment, for tenure, for promotion, and for Sabbatical and Study Leave. The number of years of credit will be reflected in the probationary letter of appointment.
- (E) The total consecutive years a member may serve on limited term appointment(s) shall not exceed three years.

19.02 **Appointment Procedures for Full-Time Faculty Members**

- 19.02.01 When a vacancy has been approved for staffing by the President, the Faculty/Department/School concerned shall establish a search procedure, which shall be approved by the Dean. The Department/School may delegate its responsibilities under 19.02 to an Appointments Committee consisting of three or more members. If an Appointments Committee is established, the search procedure should describe the nature of the involvement, if any, of the remaining members of the Department/School in the process. "Department/School" means "Appointments Committee" in 19.02.02 through 19.02.07, if such has been established. "Department/School" means "Faculty" for the Faculties of — Business Administration, Education, Law, and Natural Resource Management.
- 19.02.02 The Department/School shall consult with the Dean to jointly establish an appropriate description of the duties and responsibilities of the position and the desired qualifications of a successful candidate. Such criteria should be related to departmental needs and objectives and, for tenure-stream appointments, consistent with the established criteria for renewal of probationary appointments and the granting of tenure. The Dean and the Department/School shall consider the Faculty Employment Equity Policy in all appointments.
- 19.02.03 New appointments for full-time positions shall be advertised within the University and outside the University in suitable publications and websites such as University Affairs and the CAUT Bulletin. Where appointments must be made urgently for academic reasons, or in the case of contractually-limited term appointments the Dean, after consulting with the Department/School may authorize exceptions to this requirement. Advertising shall be designed to reach qualified individuals legally entitled to work in Canada. The placing of advertisements and receipt of applications shall be the responsibility of the University administration.
- 19.02.04 The Department/School shall recommend its preferred candidate to the Dean, shall include supporting documentation, and shall recommend, after consultation with the Dean, the type of appointment, rank, salary, probable teaching duties and other responsibilities, and other expectations and/or conditions of appointment. The Department/School's report to the Dean shall include the dissenting opinions, if any, of Department/School members.
- 19.02.05 Normally the Dean shall accept the recommendation and shall forward it to the Provost and Vice-President (Academic). The Dean may reject the

recommendation for good and sufficient reason related to the candidate's qualifications or the procedures followed, including the adequacy of the search for qualified individuals legally entitled to work in Canada. In such cases the Dean shall meet with the Department/School to advise it of his/her reasons for rejecting the recommendation.

- 19.02.06 If the Department/School and the Dean cannot agree on a final recommendation, the Dean shall submit both his/her recommendation and the report of the Department/School to the Provost and Vice-President (Academic).
- 19.02.07 The Provost and Vice-President (Academic) shall make a recommendation to the President.
- 19.02.08 The successful candidate shall be appointed by the Board on the recommendation of the President, but no person shall be appointed whose application, curriculum vitae, and proposed type of appointment have not been submitted to the Department/School for review.
- 19.02.09 The President shall provide each successful candidate with a letter of appointment containing the following information:
- (A) the date at which the appointment commences;
  - (B) type of appointment;
  - (C) salary for the first year of the appointment;
  - (D) the number of years of full-time equivalent university service credited in the determination of the salary in (C) for probationary or tenured appointments;
  - (E) rank;
  - (F) the campus to which the candidate is to be appointed, Department or School to which the candidate is to be appointed, and the designated principal Dean;
  - (G) any other terms and conditions pertaining to the appointment, particularly conditions that would affect renewal of a probationary appointment or the granting of tenure and the Faculty Employment Equity Policy;
  - (H) teaching experience shall be full-time in a continuing or limited term appointment and shall not include courses taught on a per course or part-time basis; the number of years of previous teaching and professional experience that will apply to Articles 25.02.01 c), 26.03.02 c), 26.03.04 (e);
  - (I) a statement that the appointment is subject to the provisions of the Agreement; and
  - (J) website references to the Collective Agreement and Benefit Information.

The following documents shall be enclosed with the letter of appointment:

- (i) a copy of a statement supplied by the Association providing contact information and informing the candidate that he/she may approach the Association for information and conditions of employment.

19.03.01 Contract Lecturer positions to be filled shall be posted on relevant departmental/school bulletin boards for a period of no less than two weeks and, whenever possible, no later than May 1st for fall/winter and full year courses and no later than February 1<sup>st</sup> for spring/summer courses. Such posting shall include the following: date of posting; title of the position; starting date; duration and location; qualifications preferred; and date of application closure. Recommendations for Contract Lecturer appointments shall be posted for five days before an official offer is made.

Position vacancies may be filled without posting but pursuant to Article 19.03.02 in the event of unanticipated course enrolment increases such that an additional section is established or in order to respond to emergency situations.

19.03.02 The criteria used in the appointment to a Contract Lecturer position shall include academic qualifications, ability to perform the various duties of the position, and applicable prior experience.

(A) A Contract Lecturer Member who has been a Contract Lecturer Member of the Association for at least the three previous academic years shall have the right of first refusal on Contract Lecturer positions for which he/she is qualified on the basis of the above three criteria.

(B) A Contract Lecturer Member who has the right of first refusal may apply in writing to the appropriate Dean for permission to retain his/her first refusal status for up to twenty-four (24) months. This permission shall not be unreasonably withheld.

(C) When the above factors are considered to be relatively equal among two or more candidates who have the right of first refusal, seniority shall apply. Seniority of a Contract Lecturer Member shall be calculated as the total number of full-course equivalents taught by a Contract Lecturer Member since September, 1988. If there is a break in service of more than two consecutive years, any courses taught prior to that break will not be included in the calculation of seniority.

(D) There is no guarantee on the number of courses a Contract Lecturer Member may teach each year. However, where courses are available, for which he/she is available, a Contract Lecturer Member is allowed to teach up to six half-course equivalents in the combined Fall/Winter term and two half-course equivalents in each of the Spring/Summer terms. This does not preclude a Contract Lecturer Member from teaching additional courses subject to mutual agreement of the Contract Lecturer Member, the member's academic unit, and the Board.

(E) Normally, Level 2 or 3 Contract Lecturer Member shall receive their annual Contract Lecturer appointments at one time no later than July 31<sup>st</sup> for the Fall Term, Winter Term, and full year courses, and no later than March 15<sup>th</sup> for the Spring and Summer Terms.

19.04 **Contract Lecturer Member Levels**

19.04.01 With reference to gaining membership in the bargaining unit and for determining the appropriate level for a Contract Lecturer Member, courses will be credited as follows:

- (i) for half courses with fewer than the required minimum enrolment (15-19), one HCE (or two HCES for a full course) will be counted;
- (ii) for distance education courses, if the compensation paid to the Contract Lecturer is greater than or equal to 75% of the full stipend, one HCE (or two HCES for a full course) will be counted;
- (iii) for music performance courses, 10 or more hours of instruction per week will be counted as two HCEs;
- (iv) reading courses will not count towards membership in the bargaining unit.