ARTICLE 4 HIRING

4.1 DEPARTMENT HIRING COMMITTEE

A. Each Chair/Director of a Department/School shall establish annually, no later than May 15, for the following academic year, a Department Hiring Committee (DHC), for the recruitment and recommendation for hire of all limited-term and tenure-stream faculty. In the School of Law this committee is referred to as the School Hiring Committee (SHC), and the Chair/Director shall be read as "Dean or designate" and the duties and responsibilities of the Chair/Director in this article shall be carried out by the Dean or their designate.

B. The term of office for members of a DHC shall commence on September 1 and terminate on the following August 31. However, a DHC that has begun a hiring process will see this process through until an appointment has been made or until the Dean has declared the search failed as provided for in Article 4.2.U.

C. The DHC normally consists of five members. The Chair/Director of the Department/School is an ex-officio voting member of the DHC, although they may designate a faculty member from within the Department/School to act as an agent for the Chair/Director. Two faculty members of the Department/School shall be elected by the tenure-stream faculty members of the Department/School, and the Chair/Director shall appoint one faculty member. Following the required Department/School consultation upon approval of a faculty appointment pursuant to 4.2.D., these four members shall appoint an additional tenured faculty member. If the four members cannot appoint a fifth member, because they are evenly split, the choice between the final nominees shall be made in an election, among the tenure-stream members of the Department/School.

D. The size of the DHC can be reduced to three or increased to seven as noted below. In small Departments/Schools the DHC may have only three members, composed of the Chair/Director or designate plus one elected and one appointed member. Where a seven member DHC is deemed appropriate, it will consist of the Chair/Director or designate, four elected members, one member appointed by the Chair/Director, and a seventh member selected by the first six. Normally, any Department/School with 10 or more tenure-stream faculty will have at least five members on the DHC, and any Department/School with more than 25 tenure-stream faculty will have seven members on the DHC.

E. All members of this committee are required to adhere to the values of equity, diversity, and inclusion (EDI). The Chair/Director, in making their appointment to the DHC shall consider the University's equity, diversity and inclusion obligations including those concerning equity-deserving groups, and the fields of expertise of the DHC. In a brief written report to the Dean, the Chair/Director shall explain how the appointments to the committee will serve these goals, including the Equity Advocate selected/elected by the Committee. This report will be

completed and sent to the Dean no later than June 15 of every year. The Dean will forward a copy of this report to the Department/School, the Office of Equity and Community Inclusion, the Association and to the Vice-Provost, Faculty Affairs.

F. Normally, the member appointed by the Chair/Director and the member chosen by the elected and appointed members of the DHC will be members of the Department/School. In exceptional circumstances, where necessary for equity or expertise reasons, one member of the DHC may come from outside the Department/School. In circumstances of an interdisciplinary hiring (where a new faculty hire is approved whose duties will include teaching in and being affiliated with an interdisciplinary program), one member of the DHC may come from outside the Department/School.

G. Elections to the DHC are always by and from the tenure-stream faculty members of the Department/School and shall be completed before the Chair/Director makes their appointment.

H. No more than one pre-tenure faculty member may serve on the DHC, and only when elected, not appointed. Probationers in their first year of service are not eligible. If the Committee has only three members, the only elected member shall not be a pre-tenure faculty member. A member may not be appointed to the DHC for more than two successive terms. Those terms may, however, be preceded or followed by election to the DHC.

I. No later than May 31 of every year, the Chair/Director shall arrange a meeting of the newly constituted DHC at which the members of the new DHC shall elect from amongst themselves a member to serve as Chair of the DHC. Members of the fully constituted DHC will also select/elect an Equity Advocate from among the members on the DHC. As set out in 4.1.E, the newly elected Chair of DHC shall report the names of the members of the DHC, and the name of the person elected as Chair of the DHC, and the name of the Equity Advocate, to the Dean, to the Vice-Provost, Faculty Affairs, and to the President of the Association, no later than June 15.

J. The University shall arrange a training workshop to be held each year in September or October for all DHC members. The workshop shall be conducted jointly by the Association and the University and shall include instruction by the University with regard to the DHC's legal obligations and duties under the Agreement and University policies, including the values of equity, diversity and inclusion. Any DHC member who does not attend the workshop(s) shall not be eligible to be a member of a DHC, except when a member who missed the workshop provides a reasonable explanation for their absence to their Chair/Director (or where it is the Chair/Director of the Department/School who is concerned, to the Dean) in which case the training will be provided. In addition, the University will deliver training workshops for Equity Advocates and for any DHC members who also wish to attend.

K. Should a member need to be replaced for any reason, the replacement shall be chosen in the same manner, that is, by either election or appointment, as the person being replaced. Where necessary, the new member shall attend a special workshop, under the conditions outlined in this Article.

L. Each DHC will have assigned to it, member(s) of the University's Human Resources Department in order to assist the DHC in complying with the terms of this Agreement with respect to the recruitment and selection of faculty members. The Human Resources Department representative(s) will not participate in the deliberations of the DHC and will not attend interviews with potential faculty members. The contribution of the Human Resources Department representative(s) will consist of guidance, coaching and training of members of the DHC, where both the members of the DHC and the Human Resources Department representative(s) see such as appropriate, on the terms of the Agreement and University policy, as they apply to the activities of the DHC.

4.2 RECRUITMENT AND SELECTION PROCESS

A. Each new faculty member shall be appointed by the University on the recommendation of the Dean. The appointment will have been recommended to the Dean by the DHC.

B. The DHC will take into account the University's strong commitment to fostering equity, diversity and inclusion within its community, in all aspects of the recruitment efforts including establishing equity goals for the search, developing a diversity outreach strategy and considering ways to remove barriers to candidates in the recruitment process. The Office of the Vice-President, Equity and Community Inclusion (OVPECI) shall provide to the Equity Advocate and the committee chair relevant information from the University's Employee Diversity Self-ID Data.

C. When approval has been given for a faculty appointment, the Chair of the DHC shall convene the DHC which shall conduct a search for a suitable appointee.

D. The DHC will consult with the faculty members in the Department/School to the extent possible about the requirements of each respective position. Following this consultation, the DHC will develop a draft profile for each position and circulate it to members of the Department/School for their comments. The profile is then submitted by the DHC to the Dean who approves the profile for inclusion in the advertisement for the position. Once the Dean has approved the profile(s), the members of the DHC shall select an additional faculty member, as per 4.1.C. This additional faculty member shall be chosen based on expertise relevant to the approved profile(s). The name of the person selected shall be provided to the Dean, to the Vice-Provost, Faculty Affairs and to the President of the Association.

E. The DHC shall search actively for the strongest possible candidate pool, where strength is measured in all possible dimensions relevant to an academic appointment, including equity, diversity and inclusion.

F. The advertisement for the position will normally be placed at least in University Affairs and the CAUT Bulletin and it must be posted on the University's website. The DHC is encouraged to place the advertisement in other sites that are appropriate to the discipline and to its outreach and equity goals. The advertisement shall state the Department/School, the expected rank of the appointment, whether it is a limited-term or tenure-stream appointment, preferred qualifications and other pertinent details.

G. Limited-term and tenure-stream appointments shall be posted separately.

H. All advertisements shall stipulate that the position falls under the Faculty Association jurisdiction, and shall include a link to this Agreement, a link to the Faculty Association's website, and a link to the University's Faculty Association Benefits Summary.

I. Notwithstanding the right of individual committee members to seek advice from the Human Resources representative or a representative of the Association, only the Chair of the DHC is authorized to communicate, as appropriate, on behalf of the DHC.

J. The DHC shall make the decision as to which candidates are to be placed on the "preferred candidates' list".

K. The curricula vitae of the preferred candidates are made available to all faculty members in the Department/School and to the Dean.

L. Those on the preferred candidates' list shall be invited for an interview with the DHC and they will also make a presentation to which individuals associated with the Department/School (faculty, instructors, staff, undergraduate and graduate students) are invited. They may meet with other groups or individuals. Where a new faculty hire is approved whose duties will include teaching in and being affiliated with an interdisciplinary program, those on the preferred candidates list will be invited to meet with the Director of the interdisciplinary program, and members of the interdisciplinary program will be invited to attend the candidate's presentation and will be among those who the DHC will solicit input from.

M. The DHC will solicit input from Department/School faculty members who have seen the curricula vitae and/or from people who attended the public presentations before making its final recommendations.

N. Candidates who are members of the Department/School will not be consulted or asked to provide input with respect to clauses K., L., and M. immediately above.

O. If an individual applies to a tenure-stream faculty position and they hold a Limited Term Faculty appointment at the University or formerly held a Limited Term Faculty appointment, the DHC may review the individual's Performance and Conduct File as part of the DHC's consideration of the individual's application. If an individual applies to a tenure-stream faculty position and they hold a Limited Contract (Temporary Instructor) or was formerly a Limited Contract (Temporary Instructor), the DHC may review the individual's Service Record File as part of the DHC's consideration of the individual's application.

P. The DHC shall provide a written report to the Dean, including:

1. A brief account of the recruitment process.

2. A brief statement on how equity, diversity and inclusion obligations were addressed including a report section prepared by the DHC Chair and the Equity Advocate regarding how the hiring was consistent with the obligations and suggested practices provided in DHC training and guides.

3. A recommendation of a single candidate from the preferred candidates' list, along with the curriculum vitae and reasons in support of the recommendation.

4. A recommendation with respect to rank, if other than Assistant Professor, and period of probation, if a reduced probationary period.

5. Any specific recommendations with respect to conditions for professional upgrading, or other expectations the DHC believes the appointee may be required to meet before transfer to tenure.

6. If there is disagreement within the DHC, votes (without names) and an explanation of the disagreement.

Q. If the Dean makes a tentative decision not to accept the committee's recommendation, they will provide reasons in writing, and will request a response in writing from the DHC and/or a meeting. Following this exchange:

1. If the Dean rejects the recommendation of the DHC, the DHC will determine if there is an acceptable second choice. If this is the case, the DHC will provide the Dean with the relevant parts of 4.2.P. above for the candidate.

R. All candidates recommended must be from the preferred candidates' list. In no case may a Dean recommend a candidate not acceptable to the DHC.

S. If a candidate rejects an offer of employment from the University:

1. The DHC will determine if there is an acceptable second choice. If this is the case, the DHC will provide the Dean with the relevant parts of 4.2.P. above for the candidate.

T. The Dean shall forward the DHC report, including a report section prepared by the DHC Chair and the Equity Advocate regarding how the hiring was consistent with the obligations and suggested practices provided in DHC training and guides, along with the Dean's own recommendation, to the Vice-Provost, Faculty Affairs, whose responsibility it is to authorize appointments.

U. Should no suitable candidates be found by the end of this process, the Dean may declare the search failed.

4.3 APPOINTMENTS TO THE PRE-TENURE FACULTY

A. The tenure-stream faculty comprises those faculty members employed on a career basis (Acting, pre-tenured and tenured faculty). Except for the circumstances described in 4.7.B below, they are appointed on the recommendation of a DHC.

B. The number of tenure-stream faculty members (excluding those referred to in 4.7.B) across all ranks will not fall below 72% of the approved faculty complement (i.e. the total faculty FTE).

C. On the advice of the DHC the Dean may recommend to the Vice-Provost, Faculty Affairs that an individual who currently holds a tenured appointment at another recognized university or has commensurate professional experience, be appointed directly to the tenured faculty at the Associate or Professor rank at a salary commensurate with that rank respectively.

D. The DHC may recommend that an individual who currently holds an untenured appointment at another university be appointed to a tenured position at the Associate Professor level. In such circumstances, if the recommendation to hire is received favourably by the Dean, a dossier needs to be prepared by the applicant in accordance with the provisions of Article 5, including the names of five potential external referees who are tenured faculty members and/or expert in the applicant's discipline. No individual may act as an external referee where there is a real or perceived conflict of interest, or where they have been a research partner or collaborator with the applicant within the past five (5) years, or a supervisor of the applicant at any time or who is an employee at the University or at the applicant's current place of employment. The dossier will be forwarded to the DEC, which will undertake a tenure review as expeditiously as possible. The provisions of Article 5, including the consideration of the dossier by the FTC and the VPFA, shall apply (in addition to the provisions of Article 4), with these amendments:

1. The teaching assessments used are those of the candidate's current and previous institutions.

2. The requirements for year-end assessments and intermediate tenure assessments are waived.

3. The dossier will include components on teaching, SRC and service, but where relevant documentation is not available need not adhere in each particular to the format for dossiers specified in Article 5.

The approval of the appointment will be issued once the tenure process is completed.

E. Each successful applicant will normally hold the terminal degree typically held by members of the relevant discipline or profession if any, or, where relevant, will have had commensurate professional experience. Relevant qualifications and academic and professional experience will be recognized pursuant to Article 13.1.B. (Starting Salaries Provisions).

F. Appointments to the tenure-stream faculty under the terms and conditions of this Article for those holding the appropriate terminal degree in their discipline, or equivalent as defined in C above, will normally be to the pre-tenure-stream faculty, at the Assistant Professor rank.

G. For all pre-tenure faculty members their probationary period will normally be six (6) years.

H. Reduction in Probationary Period for Former Limited Term Faculty or Limited Contract (Temporary) Instructors

1. The provisions of paragraph 4.3.G immediately above notwithstanding, when faculty members are hired into the Tenure stream within twelve (12) months after the end of an appointment as either Limited Term Faculty or Limited Contract (Temporary) Instructors in the employ of the University, consideration shall be given to a reduction in the length of their period of probation upon recommendation by the DHC and approval by the Dean. In no case shall a probationary period be less than three (3) years and normally the amount of the reduction to the probationary period will not exceed one year of reduction for every two years of such service.

2. The Association shall be notified of any reduction in the probationary period below six years.

I. Reduction in Probationary Period for External Candidates

1. The provisions of paragraph 4.3.G above notwithstanding, external candidates who have a demonstrated record of relevant teaching experience, service and SRC activity at another post-secondary educational institution, or commensurate professional experience, and former Limited Term Faculty and Limited Term (Contract) instructors who have not been employed by the University in the twelve months and one day, or more, immediately prior to the date of their appointment to a tenure-stream faculty position may be granted a reduction in length of their period of probation upon recommendation by the DHC and approval of the Dean and Vice-Provost, Faculty Affairs.

2. The probationary period may be reduced to three (3) or four (4) years.

3. The Association shall be notified of any reduction in the probationary period below six years.

J. Probationary Period for "Off Step" Hires

1. Tenure-stream faculty whose start date is from January 1st to June 30th shall be referred to as "Off-step" hires with respect to the Normal Tenure Review Process.

2. Off step hires with a probationary period of three (3) years will serve an approximate three and one-half year probationary period in order to place them on the tenure review timeline as outlined in Article 5.

3. Off step hires with a probationary period of four (4) years or longer will have the choice to adjust their probationary period by decreasing or increasing their probationary period by an approximate six (6) months in order to place them on the tenure review timeline as outlined in Article 5. Such election will be confirmed in their letter of appointment. Regardless of whether or not they choose to increase or decrease their probationary period by six months, such members will have the option to elect to be reviewed for tenure commencing May 1st of their fourth probationary year.

4.4 PROFESSORIAL RANKS

A. For faculty members there are three professorial ranks:

1. Assistant Professor

2. Associate Professor

3. Professor

B. Faculty members who attained the rank and title of Professor under the terms of Mode I shall hold such rank and title until their retirement or separation from the University. This clause forms part of the Agreement until all faculty members hired before January 1, 1992 have retired or separated from the University.

C. Clause B above, and this clause, cannot be altered or deleted by arbitration.

4.5 ACTING ASSISTANT PROFESSORS

A. Clause 4.3.E above notwithstanding, where appropriate, applicants without a terminal degree may be considered. Section 4.5 applies to positions where a terminal degree will be necessary for transfer to the tenured faculty. In circumstances in which that degree is not necessary for transfer to the tenured faculty, Section 4.5 does not apply.

B. In some circumstances, a candidate may be appointed who has not yet achieved the terminal degree which would be required pursuant to paragraph 4.3.E above, but whom the DHC and the Dean reasonably expect will achieve it within no more than a two-year period.

C. When a faculty member is appointed with the requirement of completing a terminal degree in accordance with paragraph B above, they will be appointed to the rank of Acting Assistant Professor for a maximum period of two years. If they are awarded the terminal degree within the two-year period, they will be transferred to Assistant Professor on the following July 1 at which time their probationary period will begin. Members who receive their terminal degree in the summer, prior to commencement of teaching in the fall semester, will be transferred retroactively to July 1 of that year. The Faculty Association will be notified at the time of transfer.

D. At the time of transfer to the pre-tenure faculty, the member will receive an increase in base salary equal to one Career Development Increment.

E. The terms of employment of Acting Assistant Professors are those included in this agreement for tenure-stream faculty, with the following exceptions and clarifications:

1. The time in Acting status does not count towards the members' probationary period.

2. They have the normal teaching load for a pre-tenure faculty member in their first or second year as appropriate.

3. They have the service requirement normally expected of a pre-tenure faculty member in their first or second year, as appropriate.

4. The only SRC requirement is the completion of the terminal degree.

5. If and when they apply for transfer to the tenured faculty, their accomplishments in the period of Acting Assistant Professor shall be fully recognized.

6. As per Article 6.1 E, they accrue sabbatical credits at half the normal rate.

7. They will undergo teaching assessments as would a pre-tenure faculty member, pursuant to Article 5.5. Once the member has been transferred to probationary status these assessments will count towards the total required in Article 5.5. However, they will still be assessed at least once per year during each year of their probationary period. As a result, their number of assessments may exceed the range of 8 to 12 assessments in the light of their Acting Assistant period.

8. Acting Assistant Professors may use the designation Assistant Professor in their day-to-day activities and correspondence.

F. If a member in Acting status does not complete the terminal degree within the two year period, their employment will be ended. In such a case, notice shall not be less than six months, or six months' pay in lieu thereof, or a combination of the two.

4.6 APPOINTMENTS: NON-TENURE STREAM FACULTY

A. Limited Term Faculty

1. Appointments to the Limited Term Faculty may be made to replace faculty members on extended leave, or who have been assigned duties outside the Department/School, or to serve in a Department/School where there are specific Department/School workloads that do not require tenure-stream appointments. Appointments to the Limited Term Faculty may require only the teaching and service components of the Academic Duties and Responsibilities described in Article 10 (Workload). Moreover, the service component may be limited to service within the Department/School and/or Faculty.

2. Limited term appointments shall be for defined periods of not less than one but not more than a cumulative total of four years. These appointments shall lapse at their terminal date specified therein and shall not carry with them any expectancy of transfer to the pre-tenure or the tenured faculty. In other respects, Limited Term Faculty members shall be subject to the terms and conditions of employment of pre-tenure faculty as specified in this Agreement, except that the provisions of

Articles 22 through 24 (with the exception of Article 24.B.1 which does apply) and Article 6.1 shall not apply to them.

3. In circumstances where the University takes steps to bring to an end the Limited Term Contract earlier than the originally agreed to terminal date of the LTF contract, the Limited Term Faculty member shall be entitled to the benefits of the notice period set out in Article 24.B.1 (a) and, in addition, a severance payment. The severance payment shall be paid as a lump sum payment and shall be equal to the salary that would have been earned (if any), had the contract remained in effect until the terminal date between the end of the paid notice period under Article 24.B.1 (or pay in lieu) and the original terminal date of the LTF contract.

   The terms and conditions of such appointments shall be reported to the Association in the list referred to in Article 2.4.A. (Terms of Agreement).

4. During each semester of their appointment, a Limited Term Faculty member shall be assessed once for teaching competence, normally by members of the Department/School in which the appointment is held. A Limited Term Faculty member shall have the right to one additional teaching assessment in any given semester. This decision to exercise this right shall be indicated in writing to the Chair of the DEC, at least two (2) weeks before the last date on which teaching assessments are allowed for that semester under the provisions of Article 5. Assessment procedures shall be as those set forth in Article 5.5. Limited Term Faculty members may respond, in writing, to any teaching assessment. Such response shall be placed in the member's Performance and Conduct File.

5. Limited Term Faculty shall file a Faculty Annual Report each year. They will not, however, receive a year-end assessment by the DEC.

6. If, during the period of a Limited Term appointment, a vacancy should occur in the tenure-stream faculty, a Limited Term Faculty member may compete for the appointment.

7. Where a member in a Limited Term Faculty appointment is offered a probationary appointment, the University and the member shall be free to negotiate the starting salary of the probationary appointment. Nonetheless, in no case shall the member's starting salary as a pre-tenure faculty member be less than the salary (including retroactive adjustments) they would have received had they continued in service as a Limited Term Faculty member.

B. Limited Contract (Temporary) Instructors

1. Limited Contract (Temporary) Instructors may be hired to replace faculty members on leave, for special assignments, or for unusually heavy temporary teaching commitments. These appointments will be for a defined period of less than one year. Limited Contract (Temporary) Instructors are not members of the Association. Before hiring such Instructors the University will have first considered, by a process entirely within its discretion, making the work available to a faculty member as a paid overload; however, consistent with Memorandum of Understanding 12 (Overload Teaching), the Administration has no obligation to offer overload teaching assignments to faculty members.

C. Limits to the LTF and Temporary Instructor Complement

1. Defining each tenure-stream position and each Limited Term Faculty member as 1.0 FTE, and every 30 academic course hours of instruction by Limited Contract (Temporary) Instructors as 1.0 FTE, the combined FTE total of appointments made under A. and B. above will not exceed 31.5% of the approved faculty complement (i.e., the total faculty FTE).

2. Should the 31.5% ceiling defined in 1. above be exceeded, the balance will be restored by the creation of additional tenure-stream positions for the following academic year.

3. Accompanying the first list of faculty members following the list of faculty members referred to in Article 2.4 A. (Terms of Agreement) the University will provide information on the FTE total referred to in 1. above on March 1st.

4.7 APPOINTMENTS: ACADEMIC ADMINISTRATIVE FACULTY

A. Tenured Decanal and Associate Decanal Level Appointments:

A tenured faculty member who assumes academic administrative duties above the level of Chair/Director will normally become an associate member of the Faculty Association while they are so employed in an academic administrative role above the level of Chair/Director. Those who elect not to be an Associate Member, will abandon any right of access to, or return to, the bargaining unit represented by the Faculty Association. is an Associate Member of the Association. The terms and conditions for such appointments lie within the University's discretion. A tenured faculty member who assumes academic administrative duties above the level of Chair/Director has the right to teach a maximum of one-half course per academic year in their field of competence. Such tenured faculty members shall have the right, at the end of their term, to return to the normal duties of a tenured faculty member within their Department/School, or, with the agreement of the faculty

member, to another Department/School. The University shall provide to the Association each semester a list of the Associate Members.

B. Non-Tenured Decanal (and Associate Decanal) Level Appointment:

1. A person appointed from outside the bargaining unit to an academic administrative position above the level of Chair/Director shall be assigned simultaneously an academic rank with teaching and/or SRC duties in their academic specialty or in another field in which they are judged to have adequate qualifications. The terms and conditions for such appointments lie within the University's discretion.

2. A person in a probationary position who is appointed to an academic administrative position at the level of Dean (or Associate Dean) shall normally teach a minimum of one-half course per academic year in their field of competence and undertake SRC activities, and this will form the basis upon which their teaching and scholarly effectiveness shall be assessed. The tenure review shall be undertaken by an ad hoc committee consisting of the elected members of the DEC, the Chair/Director and one member appointed by the Provost. The appointments to the ad hoc committee shall be made in accordance with Article 5.1.F This tenure review will examine the teaching and SRC performance in the context of the written expectations of the Provost and Vice-President, Academic (or the administrator's superior). The academic administrative responsibilities shall be assessed in accordance with relevant University policy and procedures. Following the recommendation of the ad hoc committee, the steps of the tenure process are as outlined in Article 5.

3. On the date the pre-tenure academic administrator completes their academic administrative duties, and where the faculty member has completed the requirements of probation and has been recommended by the Ad Hoc Committee for tenured status, and confirmed by the University, then the faculty member shall assume the full scope of duties and obligations of a tenured faculty member, within their original appointing Department/School.

4. In circumstances where a pre-tenure faculty member, who was appointed from outside the tenure-stream faculty to an academic administrative position, resigns from their academic administrative duties, but not from the University, prior to completing the first full term of office, the University will make reasonable efforts to find a full-time workload for that faculty member. If the University is unable to do so, and where the member and the University have reached no agreement concerning the terms of the resignation, the University shall have the right to provide the member with a reduced teaching workload, with reduced salary, at not less than 50% of the normal teaching workload for the

Department/School and shall have the right to continue this reduced workload for the balance of the administrator's originally contracted term of office. This paragraph does not diminish the right of the member to be considered for tenure, where applicable, under the terms of this agreement.

4.8 LETTER OF APPOINTMENT

The Dean shall write a letter of appointment to each person hired containing the terms of the appointment. The letter will include, among other things:

1. The starting date of the appointment.

2. The Department/School and rank.

3. Whether the appointment is for a limited term or in the tenure-stream. In the case of a limited term appointment, the duration of the appointment.

4. For Acting appointees, specific conditions for academic or professional upgrading that are to be met in order for the member to be transferred to the pre-tenure faculty as an Assistant Professor.

5. The annual salary rate. The letter shall make clear that this salary rate is for the applicable appointment year, and will not be increased by any increments during that year which have been, are being or will be negotiated between the University and the Association.

6. In the case of pre-tenure appointees, the probationary period.

7. In the case of pre-tenure appointees, any specific conditions which the appointee is required to meet before transfer to tenure, including those recommended by the DHC and approved by the Dean.

8. That membership in the Faculty Association is a condition of employment.

9. A link to the Faculty Association website, and advice that they may contact the Faculty Association, if they so choose.

10. The website of this Agreement.

11. Any reference within this letter to SRC expectations will be broad and qualitative in nature.

4.9 ACADEMIC CHAIRS

A. An Academic Chair is a distinguished faculty appointment financed in whole or in part by endowment, or by special grant, either from an external source(s) or by the University or by a combination of the University and external sources.

1. While an Academic Chair appointment normally extends over a period of time, appointments to Academic Chair positions are limited term appointments made by the University. Such appointments may be renewable by the University, depending on the specific conditions of individual Academic Chairs.

2. An Academic Chair may be attached to a Department/School, to a Faculty, to two or more Departments/Schools or Faculties, to a graduate program, or to a Research Centre.

3. The process for the appointment of Academic Chairs will be conducted in consultation with the Departmental Hiring Committee of the Department/School/Faculty/Research Centre, although the approval of the DHC is not a precondition to the University making a limited term Academic Chair appointment. However, no Academic Chair shall be appointed to a tenure-stream position without the approval of a DHC as provided for in this Article.

4. Where the appointment is for a tenure stream faculty position, the Parties agree to the following:

a) Where the tenure stream position of an Academic Chair appointment is allocated to a Department/School then the hiring shall be undertaken by the DHC of the Department/School in accordance with the normal processes of 4.2.

b) Where a home Department/School for the tenure stream position of an Academic Chair appointment is not identified, it is agreed that the process below will be followed:

i. An Academic Chair Hiring Committee will be struck by the University Administration which will include representation from the DHC of each potentially engaged Department (or where there are more than three Departments, the three most applicable).

ii. The DHC will elect their representative member on the Academic Chair Hiring Committee having consideration to the focus of the Academic Chair position.

iii. The Faculty Association will be given notice in writing that the Academic Chair Hiring Committee has been struck including the names of the Committee Members and the potentially engaged Departments/Schools.

iv. It is understood that notwithstanding the obligation of confidentiality, DHC members on the Academic Chair Hiring Committee may report back to their local DHC on the progress of the Committee and these reports will be held in confidence.

v. The Academic Chair Hiring Committee is responsible for identifying Preferred Candidate(s) and when this has occurred it will provide the name(s), CVs and application(s) of the Preferred Candidate(s) to members of the DHC in the applicable Department(s)/School(s).

vi. The Academic Chair Hiring Committee, in consultation with the applicable DHCs, will then arrange for the Preferred Candidate(s) to make a public presentation to which individuals associated with the applicable Departments/Schools (faculty, instructors, staff, undergraduate and graduate students) are invited. In order to make their recommendation in (viii) below, the applicable DHC will conduct its own interview with the Preferred Candidate(s). The Preferred Candidate(s) may meet with other groups or individuals.

vii. The applicable DHCs will solicit input from all departmental faculty members before providing its written report.

viii. Following the DHC's meetings, each applicable DHC shall provide a written report to the Academic Chair Hiring Committee, including:

Approval and/or ranked approval of Candidate(s) with reasons in support of its recommendation(s) with respect to rank, if other than Assistant Professor, and period of probation, if a reduced probationary period.

5. Existing practices with respect to the negotiation of the terms and conditions of employment for Academic Chairs to continue and the University may set special allowances and make special compensation arrangements and offer other recruitment and retention inducements for holders of Academic Chair positions.

6. If the faculty member, at the time of appointment to an Academic Chair, held an appointment in the tenure-stream at the University, they retain the

right, upon completion of the appointment to the Academic Chair, to return to their former position.

4.10 APPOINTMENTS - INTERDEPARTMENTAL TRANSFERS OF FACULTY

A faculty member who is assigned courses in another Department/School will remain a member of their original Department/School, unless an authorized permanent transfer is arranged by written mutual agreement of the receiving Department/School and the individual faculty member, or unless a cross appointment is made pursuant to the terms of this Agreement.

In the case of an authorised permanent transfer, a written transfer request is to be submitted by the faculty member seeking the transfer to the Dean of the Faculty into which they seek to transfer. If the Dean receiving the request is supportive of the transfer, taking into consideration the academic needs/priorities and positions available within the Faculty, the Dean will forward the request to the Chair of the relevant DHC of the (potential receiving) Department/School, copying the Chair/Director of the Department/School if they are not the Chair of the DHC.

The potential receiving Department/School's DHC, in conjunction with the Department/School, will collegially determine and document a review process, which at minimum should include the circulation of the CV; facilitate appropriate consultation with departmental colleagues; and hold a vote by secret ballot amongst tenure stream faculty in the department/school. Based on review of relevant documentation, and information gathered through the departmental consultation process, including the vote, the Chair of the DHC will make a recommendation regarding the faculty member's transfer to the Department/School to the Dean, on behalf of the DHC.

In considering the recommendation, the receiving Dean will have access to the Performance and Conduct File of the faculty member seeking the transfer. If approved by the Dean and the Vice-Provost, Faculty Affairs, that recommendation will constitute the written mutual agreement of the receiving Department/School.

4.11 SPOUSAL APPOINTMENTS

Where a candidate who self-identifies as a member of an equity-deserving group has been recommended for a tenure-track or tenured appointment, and the candidate has a spouse or partner who may be qualified for a full-time faculty appointment, a DHC in the spouse/partner candidate's proposed Department/School will be convened at the request of the Vice-Provost, Faculty Affairs where the following conditions are met:

1. The Provost has authorized a position for the purpose of this clause.

2. A spousal appointment is a non-renewable Limited Term Faculty (LTF) appointment for up to 4 years. The appointment shall not replace positions that have been previously approved - it will be supernumerary and funded above budget – and an LTF hired as a spousal appointment shall not be included in the complement calculation found in Article 4.6.C.

Prior to any spousal appointment under this provision, the DHC from the applicable Department/School must consider and approve the appointment. The DHC will be provided with an application file from the spouse/partner. In deciding whether to approve the appointment, the DHC shall consider all relevant factors including the academic qualifications and experience of the spouse/partner and the needs of the Department/School. The DHC shall provide a written report to the Dean, including its recommendation with respect to whether an appointment should be made, and at what rank.

The Dean shall forward the DHC report, along with their own recommendation, to the Vice-Provost, Faculty Affairs, whose responsibility it is to authorize appointments.

At any time during the limited term appointment under this Article, the spouse/partner may apply for any advertised limited term, tenure track or tenured position. If the spouse/partner has met the posted academic qualifications and experience for the position, the relevant DHC shall add their name to the “preferred candidates’ list”.