

## APPOINTMENTS

### Definitions

1. An Open Appointment is a Tenured or Probationary Appointment to the academic staff of the University that has been approved by the Employer to be filled through competition a) at the rank of Assistant Professor; b) at the rank of Associate Professor; or c) at the rank of Professor with Tenure. Open Appointments at the rank of Assistant Professor are Probationary Appointments. Open Appointments at the rank of Associate Professor may be either Probationary or Tenured. Appointments to the academic staff of Department Chairs, Associate Deans, Deans, Assistant Vice-Provost, Vice-Provost, Vice-Presidents or a President are not Open Appointments.
- 1.1 Tenure is the right of a Member who has successfully completed a probationary period or who has been appointed at a Tenured rank not to be dismissed except and only in accord with the provisions of the Article *Discipline*.
- 1.2 A Probationary Appointment is an Appointment at the rank of Assistant Professor leading to consideration for the simultaneous granting of Tenure and Promotion to the rank of Associate Professor, or an Appointment at the rank of Associate Professor leading to consideration for the granting of Tenure.
  - 1.2.1 Such an Appointment is open to applicants inside and outside the University and must be advertised according to Senate rules, in accord with the Article *Employment Equity*. A Probationary Appointment is for a specified period to permit mutual appraisal for both the Member and the University; it implies that the University will give serious consideration to the granting of Tenure in accord with the provisions of the Article *Promotion and Tenure*. It does not imply that the granting of Tenure is inevitable.
- 1.3 A Limited-Term Appointment is a Full-Time Appointment to the academic staff of the University for a specified period. Limited-Term Appointments can be made at the initial rank of Lecturer or Assistant Professor. Such an Appointment may be filled either through a competition advertised inside and outside the University according to Senate rules and in accord with the provisions of the Article *Employment Equity*, or through the provisions of Clauses 5.1.1 or the Letter of Understanding on Limited-Duties Conversion. An appointee in such a position is not on Probation for a Tenured Appointment. There is no guarantee that such an Appointment will be renewed at the end of the specified period. Mere non-renewal of a Limited-Term Appointment does not constitute dismissal as defined in the Article *Discipline*.
- 1.4 A Limited-Duties Appointment is a fixed-term non-probationary Appointment to the academic staff of the University which involves assigned duties equivalent to those associated with primary responsibility for teaching a University degree credit course.

- 1.4.1 A Standing Appointment is an ongoing non-probationary Part-Time Appointment to teach a defined teaching load, which can only be terminated by retirement, resignation, dismissal for cause or termination in accordance with Clause 18.9 and 18.9.1 of this Article.
- 1.4.2 A Part-Time Member is a faculty member who holds either (a) Limited-Duties or Standing Appointment(s), and who has had full responsibility at least equivalent to that associated with teaching a half University degree credit course in each of two of the last three Fiscal Years. A Full-Time Member cannot be a Part-Time Member, even when also holding a Limited-Duties Appointment.
- 1.4.3 A person with Preferred Status is a person who has had full responsibility at least equivalent to that associated with teaching a half University degree credit course in each of two of the last three Fiscal Years, but who is not currently under Appointment. A Full-Time Member cannot have Preferred Status, even when also holding a Limited-Duties Appointment. A person with Preferred Status shall retain all rights accorded to a Part-Time Member by the provisions of the Article Appointments, and by the provisions of the Article Grievance and Arbitration should a violation of the Article Appointments be alleged. A person with Preferred Status may continue as a non-contributing member of the pension plan for a period of up to eighteen months. Should the member wish to terminate membership in the pension plan, then he/she may waive the grace period.
- 1.5 An Externally-Funded Appointment is one where more than 40% of the salary of the appointee is paid from a funding source other than the University's operating budget. Such Appointments are normally funded by outside agencies to support activities of a Member in some or all of his or her Academic Responsibilities.
- 1.5.1 Should the funding for such an Appointment cease before the end of the Appointment, the Appointment shall terminate with notice. Such termination shall not constitute dismissal as defined in the Article Discipline. This notice shall be one month for the first year of service and an additional half month for every additional year of service in the Externally-Funded Appointment or sequence of contiguous Externally-Funded Appointments. At the Dean's discretion, notice may be replaced by pay in lieu of notice. Pay in lieu of notice and severance pay shall be at the rate of one month's salary for the first year of service and an additional half month's salary for every additional year of service in the Externally-Funded Appointment or sequence of contiguous Externally-Funded Appointments.
- 1.6 A Visiting Appointment is a Full-Time Appointment for a specified period. There is no guarantee that such an Appointment will be renewed at the end of the specified period. Mere non-renewal of a Visiting Appointment does not constitute dismissal as defined in the Article Discipline.
- 1.7 A Research Chair is an academic Appointment that is funded from government, public, private or endowed funds. A Research Chair may be an Externally-Funded Appointment or an Open Appointment, but is not limited to these

categories. Research Chairs include but are not limited to Canada Research Chairs, Research Chairs sponsored by ORDCF (Ontario Research and Development Challenge Fund) and Research Chairs sponsored by the federal granting councils (NSERC, SSHRC and CIHR).

- 1.7.1 All Appointments of Research Chairs shall be made in accordance with the provisions of this Article unless a Research Chair is being filled by a Member who already has a Probationary or Tenured academic Appointment at The University of Western Ontario, or as explicitly provided for in Clause 1.7.2 of this Article.
- 1.7.2 Requirements for the advertisement of a Research Chair Appointment where the Appointment is for one year or less, or where the funding is linked to a particular individual, may be suspended by the Provost at the request of the Appointments Committee through the Dean. All other appointment procedures must be observed.
- 1.7.3 The Appointment of a Research Chair in a Unit shall not increase the Teaching Workload of other Full-Time Members in the Unit.
- 1.7.4 The Letter of Appointment for a Research Chair shall specify the duties of the position, the stipend and any other compensation or perquisites that accompany the Appointment, and the resources and support that the Employer agrees to provide for the Member to fulfil his or her Academic Responsibilities as a Research Chair. In the case of a current Member who is to be appointed to a Research Chair, this may take the form of an amendment to the Member's current Letter of Appointment.

### **Board Power of Appointment**

2. The University of Western Ontario Act, 1982 empowers the Board of Governors to make Appointments to the academic staff on the recommendation of the President. The Employer shall make all Appointments to all open, Full-Time Probationary or Tenured positions, and to all Limited-Term, Externally-Funded and Visiting positions on the academic staff in accord with the provisions of this Article. The Employer shall make all Limited-Duties Appointments and Standing Appointments in accord with the provisions of this Article.

### **Teaching by Non-Members**

3. The teaching of University courses shall be carried out primarily by Members of the Bargaining Unit or persons with Preferred Status, with the following exceptions:
  - a) Teaching by non-Members carried out by academic administrators, teaching assistants, medical clinical faculty, basic scientists who are not Members, guest speakers or those visiting professors and secondments

not included in the Bargaining Unit. Such teaching is not regulated by this Article. All such teaching shall comply with the policies of the Unit insofar as such policies are consistent with the Collective Agreement.

- b) Teaching carried out by persons with Limited-Duties Appointment(s), who are neither Members nor persons with Preferred Status in one or more of the following circumstances:
- (i) to enable a course to be offered which would otherwise not be available, for example, because the expertise required is not present or readily available within the Bargaining Unit;
  - (ii) to enable the teaching of courses which are not staffed because of urgent or unforeseen circumstances;
  - (iii) to build cooperation with other organizations and institutions; or
  - (iv) where no qualified Member or qualified person with Preferred Status has applied for a Limited-Duties Appointment.
- c) Following assignment of courses to Full-Time Members and Members with Standing Appointment, the Employer may assign courses to a graduate student or post-doctoral scholar without open competition, provided that assignment of such courses across the University does not exceed 8% of courses available in the prior Fiscal Year to Part-Time Members, or 10% of courses available in the prior Fiscal Year in any Unit to Part-Time Members.

- 3.1 Except as allowed by Clauses 3 and 15.6 of this Article, non-Members shall not be given preference over Members and persons with Preferred Status in the teaching of University courses.

#### **Academic Ranks**

4. Appointments to the academic staff shall be made at the academic ranks of Lecturer, Assistant Professor, Associate Professor or Professor.
- 4.1 With the exception of Externally-Funded or Visiting Appointments, an Appointment at the rank of Associate Professor shall be Probationary or with Tenure. A Probationary Appointment at the rank of Associate Professor shall be for a period of three years and is subject to the relevant provisions of the Article *Promotion and Tenure*. Such a Probationary Appointment is made with the Member's understanding that consideration for Tenure shall occur within the term of the Member's Probationary Appointment at the rank of Associate Professor.
- 4.2 With the exception of Externally-Funded or Visiting Appointments, an Appointment at the rank of Professor shall be with Tenure.

Formatted: Font: Not Bold

4.3 A Probationary Appointment at the rank of Assistant Professor shall be for a period of six years and is subject to the relevant provisions of the Article *Promotion and Tenure*. A Probationary Appointment is made with the Member's understanding that:

- a) consideration for promotion to the rank of Associate Professor shall occur within six years after the Member's initial Appointment at the rank of Assistant Professor and, in any case, shall always occur at the same time as the consideration for the granting of Tenure; and
- b) where Tenure is granted, promotion to the rank of Associate Professor shall be simultaneous, in accord with the provisions of the Article *Promotion and Tenure*.

4.3.1 Subject to the provisions of Clause 4.3.1.1 of this Article, a successful candidate for a Probationary Appointment will be expected to have a completed doctoral degree or its equivalent.

4.3.1.1A successful candidate for a Probationary Appointment who does not possess a completed doctoral degree, or equivalent as appropriate to the discipline, may be appointed to the rank of Assistant Professor provided that the doctoral degree or its equivalent is in progress.

4.3.2 A Member appointed as an Assistant Professor under the provisions of Clause 4.3.1.1 of this Article shall have three years from the date of commencement of the Appointment to complete the doctoral degree or equivalent. The three-year period shall not include periods that, through the provisions of this Collective Agreement, would result in an extension of the probationary period, such as Pregnancy and Parental/Adoption Leave or Leave of Absence.

4.3.2.1 If a Member fails to comply with the provisions of Clause 4.3.2 of this Article, the Member's Appointment will change from a Probationary Appointment to a Limited-Term Appointment, and the Member's rank will change from Assistant Professor to Lecturer. The term of the Limited-Term Appointment shall be to the end of the Member's original Probationary Appointment, and shall be non-renewable. In addition, the Member's salary shall become equal to the current Lecturer floor.

4.4 A Limited-Duties or Standing Appointment shall be:

- a) at the rank of Assistant Professor where the appointee holds an earned doctoral degree or equivalent;
- b) at the rank held upon retirement where the appointee has retired from an academic appointment at Western or another university;
- c) at the rank held by an appointee who is employed as a full-time professor at Western;

d) at the rank of Adjunct Professor where the appointee holds an academic appointment involving limited contributions to an academic program and where the qualifications for the appointment emanate primarily from an individual's expertise and/or experience within a non-academic occupational field, and not from academic qualifications per se;

e) at the rank of Lecturer, in all other cases.

Formatted: No underline

4.5 A Limited-Term Appointment may be at any professorial rank where the appointee holds an earned doctoral degree or equivalent. All other Limited-Term Appointments shall be at the rank of Lecturer.

4.6 An Externally-Funded Appointment may be at any rank. Appointees may be considered for promotion using the processes provided for in the Article *Promotion and Tenure* but the provisions for granting of Tenure in that Article shall not apply. Members shall not be renewed at a lower rank. Members may be considered for Promotion.

4.7 A Visiting Appointment may be made at the rank of Associate Professor or Professor. Appointees will continue to hold the rank at which they were appointed for the duration of their Appointment.

4.8 In the case of a Member on a Probationary Appointment, the Promotion and/or Tenure decision shall be postponed for one (1) year where the Member has taken documented sick leaves of at least twenty-four (24) weeks in a twelve month period. Further postponement may be granted if the sick leave periods extend beyond 18 months. The letter from the Employer notifying the Member of the postponement shall advise of the postponement and state that a Member may elect early consideration in accordance with Clause 15.7.1 of the Article *Promotion and Tenure*.

Formatted: Font: Not Bold, No underline, Not Highlight

### **Appointments Committee**

5. Each Unit with responsibilities for the Appointments of Members shall have an Appointments Committee that shall, with the exception of the chair, be elected annually. In this Article, Unit refers to a Department, School, Centre or Faculty with responsibilities for the Appointments of Members, and references to the heads of such Units are given as Chair (Director or Dean).

5.1 The Appointments Committee shall consider all Open Appointments (as defined in Clause 1 of this Article) and all Limited-Term, Externally-Funded and Visiting Appointments that have been approved by the Employer; as part of this process the Appointments Committee shall invite, and take into consideration, comments and opinions on Open Appointments from all Members in the Unit, paying particular attention to the views of those Unit Members whose disciplinary area of expertise coincides, or significantly overlaps, with that of the Appointments. The

Committee's responsibility shall include the drafting and approval of the advertisement for each position.

- 5.1.1 Requirements for advertisement of a Limited-Term Appointment may be suspended at the request of the Appointments Committee through the Dean and at the discretion of the Provost when considering the appointment of a spouse/partner of a successful candidate for a Probationary or Tenured Appointment. All other appointment procedures must be observed.
- 5.1.2 Requirements for advertisement of an Open Appointment may be suspended at the request of the Appointments Committee through the Dean and at the discretion of the Provost when considering a current Limited-Term appointee. All other appointment procedures must be observed.
- 5.1.3 Unless the Members of a Unit have voted in the past year to delegate the task to the Chair (Director or Dean), the Appointments Committee shall consider the need for, and nature of, any Limited-Duties Appointments to be made in the Unit.
- 5.2 The Appointments Committee shall consider all applicants for Open Appointments and shall invite, and take into consideration, comments and opinions on applicants from all Full-Time Members in the Unit, paying particular attention to the views of those Full-Time Members whose disciplinary area of expertise coincides, or significantly overlaps, with that of the applicants.
- 5.3 The Appointments Committee shall consider all applicants for Limited-Term, Externally-Funded and Visiting Appointments that have been approved by the Employer.
  - 5.3.1 The Appointments Committee shall consider all renewals of Members in Externally-Funded and Visiting Appointments that have been approved by the Employer.
  - 5.3.2 Renewals of Limited-Term Appointments (see Clause 8) shall be reviewed by the Appointments Committee.
    - 5.3.2.1 Any non-renewal of a Limited-Term Appointment after five years of Limited-Term service shall be reviewed by the Appointments Committee. Any non-renewal of a Limited-Term Appointment after seven years of Limited-Term service shall be reviewed by the Appointments Committee according to the provisions of Clauses 8.2 and 8.3. Any non-renewal of a Limited-Term Appointment after ten years of Limited-Term service shall be reviewed by the Appointments Committee according to the provisions of Clauses 8.2 and 8.3 a), c) and d).
- 5.4 The Appointments Committee shall consider all applicants for advertised Limited-Duties Appointments approved by the Employer, unless the Members in the Unit have voted in the past year to delegate this task to the Chair (Director or Dean). In the event the Members of a Unit have so delegated this task, the Appointments Committee shall ratify the recommendation(s) for anticipated

Appointments made by the Chair. The list of all applicants shall be given to the Appointments Committee when it is asked to ratify the recommendation(s) for Appointments.

- 5.5 The Unit's Appointments Committee shall consider, upon application, all Members on Limited-Term Appointments and Part-Time Members, together with all other applicants, for an Open Full-Time Probationary position. Qualified Part-Time Members and Members holding Limited-Term Appointments who apply for Open Full-Time Probationary Appointments shall be given special consideration for short-listing.

Composition of the Appointments Committee

- 5.6 The composition of the Appointments Committee shall be:
- a) the Chair of the Department (Director of the School or Centre or Dean of the Faculty), who shall chair the Committee;
  - b) at the discretion of the Dean, an Associate Dean with voice but no vote;
  - c) two Full-Time Tenured Members from the Unit elected by the Full-Time Members from the Unit;
  - d) at least two other Members of the Bargaining Unit in the Unit elected by the Members from the Unit. No local constitution shall exclude any Members from Service on Appointments Committees;
  - e) where the Full-Time Members from the Unit so choose, students, who shall be elected by the Full-Time Members from the Unit;
  - f) where a Unit has fewer than two Tenured Full-Time Members (excluding the Chair or Director), the faculty members on Faculty Council shall elect the faculty members on the Appointments Committee. In such a case, at least one-half of the members of the Appointments Committee shall be elected from among the Full-Time Tenured or Probationary Members from the Unit. If there are not enough eligible Members in the Unit, the faculty members on Faculty Council shall elect the remaining Tenured Full-Time Members from another Unit within the Faculty.
- 5.7 All members of any Appointments Committee mandated under this Article shall respect the confidentiality of the Committee's deliberations, documents, consultations and proceedings. This constraint shall also apply to all other persons who may from time to time be required to appear before, or otherwise be involved in, proceedings *in camera* of any such Committee.
- 5.7.1 The provisions of Clause 5.7 of this Article shall not override the provisions of the Articles *Employment Equity* and *Discrimination and Harassment*.

- 5.7.2 Other Members who participate in the work of the Appointments Committee, either as members of a sub-committee or sub-group or as individuals, are bound by the provisions of Clauses 5.7, 5.7.1 and 5.8 of this Article. While these other Members may participate in the work of the Appointments Committee, their role is advisory and the Appointments Committee is ultimately responsible for its work.
- 5.8 All members of an Appointments Committee shall be supplied with written information about the content and application of relevant federal and provincial equity and human rights legislation, and about University policies relating to employment equity and federal immigration requirements. In accord with the provisions of the Articles *Employment Equity* and *Discrimination and Harassment*, Members shall familiarize themselves with the requirements of these laws and policies as a condition of serving on the Appointments Committee and shall apply the pertinent principles in all aspects of their decision making. In carrying out its duties, the Committee may call upon the Office of Equity & Human Rights Services for assistance. The Dean, or designate, shall ensure that the Committee is aware of the relevant legislation and University policies, and the Dean or designate and the Members participating in the work of the Committee shall take proper and reasonable steps to uphold these laws and policies throughout the deliberation of the Committee.
- 5.8.1 Any recommendation of an offer of Appointment made by an Appointments Committee (or by a Chair (Director or Dean) with delegated responsibility for making Limited-Duties Appointments) shall be in accord with the reporting provisions of Clause 5 of the Article *Employment Equity*.
- 5.9 The membership of the Appointments Committee shall be reported annually to the Office of Faculty Relations and then made available on request to the Senate, the Board of Governors and the Association.
- 5.10 The Committee shall be convened by the Chair of the Department (or Director of the School or Centre, or Dean of the Faculty).
- 5.10.1 The Dean or designate and all Members on the Appointments Committee shall take proper and reasonable steps to become familiar with procedures in the Article *Appointments* and to apply pertinent principles of that Article in all areas of decision making.
- 5.10.2 Meetings of the Appointments Committee shall have quorum; quorum is here defined as two-thirds of the committee. No Member present at a meeting of the Committee shall abstain from voting.
- 5.11 Pursuant to the Article *Conflict of Interest and Conflict of Commitment*, should any member of the Committee, including the Committee's chair, have a conflict of interest, he or she shall declare it and withdraw from consideration of, and voting on, all relevant cases. Pursuant to the Article *Conflict of Interest and Conflict of Commitment*, any other person with knowledge of the matter may also assert

actual or apparent conflict of interest that is of sufficient seriousness to compromise the integrity of a decision-making process. Such assertions shall be communicated, in writing, to the Dean by the party concerned as soon as possible after that party becomes aware of the actual or apparent conflict of interest, and no later than the meeting(s) at which the matter is being discussed.

- 5.11.1 Where the conflicted individual is a Committee chair, should the Dean determine it is necessary, the Associate Dean shall chair the Committee, except where the Committee is in a Faculty without Departments or Schools, in which case the Provost shall determine whether replacement is necessary and if so, shall appoint another Dean or an Associate Dean to chair the Committee.

### **Selection of Candidates**

- 5.12 The Appointments Committee shall consider all candidates for a Probationary, Tenured, Limited-Term, Externally-Funded or Visiting position and shall interview all short-listed candidates who present themselves for interview.
- 5.12.1 In advance of the interview date all short-listed candidates for Probationary and Tenured Appointments shall be provided with contact information about the Association's webpage.
- 5.12.2 The Appointments Committee shall recommend the academic rank and, where applicable, the term of Appointment for the successful applicant. The period for a Probationary Appointment at the rank of Assistant Professor shall be six years. The period for a Probationary Appointment at the rank of Associate Professor shall be three years.
- 5.12.3 The chair of the Committee shall forward the recommendation of the Appointments Committee to the Employer within five days of its decision to make the recommendation.
- 5.12.4 Where the recommendation of the Appointments Committee is that an Appointment be made with Tenure, the Employer shall place the *curriculum vitae* of the recommended candidate, and any letters of reference for the recommended candidate used by the Appointments Committee, before the appropriate Committee on Promotion and Tenure.
- 5.12.4.1 The Committee on Promotion and Tenure shall recommend to the Employer whether or not Tenure should be granted. In cases where this Committee recommends the granting of Tenure, it shall also recommend the rank at which the Appointment is made.
- 5.12.5 The Employer shall approve or deny the recommendation of the Appointments Committee and, where applicable, the recommendation of the Committee on Promotion and Tenure. If the Employer denies the recommendation of either Committee, the Employer shall provide a written explanation for the denial to the Committee.

### **Search Committee**

- 5.13 A Search Committee may support and advise the Appointments Committee and may, without limitation, undertake the responsibilities of the Appointments Committee listed in Clauses 5.1, 5.2, 5.3, 5.12 and 5.12.1. Notwithstanding Clause 5.7.2 above, a Department, School or Faculty may decide by secret ballot that members of Search Committees for specific positions shall have equal voting rights with other members of the Appointments Committee on the selection of the best candidate for that position.
- 5.13.1 The chair of the Search Committee shall be elected by and from the Members of the Search Committee.
- 5.13.2 The chair of the Search Committee shall convene the Search Committee and shall monitor compliance with Clauses 5.7, 5.7.1, 5.8, 5.10.1, 5.10.2, 5.11, 5.12 and 5.12.1 of this Article and Clauses 4 and 5 of the Article *Employment Equity*.
- 5.14 In the case of a Search Committee where several Units are involved and the appointing Unit is not known, the Search Committee shall include, but is not limited to:
- a) the Dean or Dean's designate from each involved Faculty (with voice but no vote);
  - b) the Chair/Director of any Unit which may potentially be asked to offer the appointment or in the case of a Faculty without Departments or Schools, a Member from that Unit appointed by the Dean; and
  - c) where fewer than three Units are involved, one further Member from the Appointments Committee of each Unit potentially involved in the hire, elected by the Appointments Committee of that Unit.
- 5.14.1 Where the appointing Unit is not known, the Search Committee shall make a recommendation as to the most appropriate Unit(s) for the appointment of the candidate based on his/her disciplinary focus and shall make a recommendation to the Appointment Committee(s) of such (a) Unit(s) to consider an appointment with a recommendation on rank and appointment type.
- 5.14.2 The Appointments Committee of the appointing Unit may call the candidate for a secondary interview and shall decide whether to recommend the candidate to the Provost for appointment under Clause 5.12.2.

### **Letter of Appointment for Probationary and Other Full-Time Appointments**

6. The Dean of the Faculty in which a Probationary or Tenured Appointment is being made shall provide the successful candidate with a Letter of Appointment, co-signed by the Provost or designate stating the terms and conditions of the Appointment and, if relevant, the expectations for meeting the criteria for Tenure

and/or Promotion. In Faculties with Departments, the Dean shall consult the Chair of the Department and the relevant Appointments Committee regarding this Letter; in Faculties with Schools the Dean shall consult with the Director of the School and the relevant Appointments Committee regarding this Letter; and in Faculties without Departments, the Dean shall consult with the Appointments Committee regarding the Letter of Appointment. The terms and conditions described in the Letter shall not conflict with the provisions of this Collective Agreement. The Dean shall also inform the successful candidate that he or she will be a Member of the Bargaining Unit and shall give him or her a copy of the Collective Agreement. The Employer shall notify the Association of the name and Units of new Appointees on a quarterly basis.

- 6.1 The Dean of the Faculty in which an Externally-Funded, Visiting or Limited-Term Appointment is being made shall provide the successful candidate with a Letter of Appointment, co-signed by the Provost or designate, stating the terms and conditions of the Appointment. In Faculties with Departments, the Dean shall consult the Chair of the Department and the relevant Appointments Committee regarding this Letter; in Faculties with Schools the Dean shall consult with the Director of the School and the relevant Appointments Committee regarding this Letter; and in Faculties without Departments, the Dean shall consult with the Appointments Committee regarding the Letter of Appointment. The terms and conditions described in the Letter shall not conflict with the provisions of this Collective Agreement. The Dean shall also inform the successful candidate that he or she will be a Member of the Bargaining Unit and shall give him or her a copy of the Collective Agreement. The Employer shall notify the Association of the name and Units of new Appointees on a quarterly basis.

#### **Joint Full-Time Appointments**

7. A *Joint Appointment* is an academic Appointment in two or more academic Units, one of which shall be designated as the Home Unit for the Appointment. Such an Appointment shall be considered by a Joint Appointments Committee. A Joint Appointments Committee, as described in Clause 7.1 of this Article, shall review renewals of Joint Limited-Term Appointments. Any non-renewal of a Joint Limited-Term Appointment in accordance with Clause 5.3.2.1 shall be reviewed by a Joint Appointments Committee as described in Clause 7.1.
- 7.1 The Joint Appointments Committee shall be composed of members of the relevant Units' Appointments Committees, as follows:
- a) the Chair(s) (Director(s) or Dean(s)) of each Unit in which the Appointment will be held, who shall co-chair the Committee;
  - b) at least one Full-Time Tenured member from the Appointments Committee of each Unit, elected to the Joint Appointments Committee by the members of the Appointments Committee in each case. Should the Joint Appointment be with a Clinical Department in the Schulich School of

Medicine & Dentistry, the member from the Clinical Department's Appointments Committee may hold "Continuing Appointment" status;

- c) a student member or members of the Unit's Appointments Committee may be elected to the Joint Appointments Committee by the members of the Appointments Committee in each case; and
- d) another member or members of each Unit's Appointments Committee may be elected to the Joint Appointments Committee by members of the Appointments Committee in each case.

7.1.2 Quorum shall consist of two-thirds of the members. It must include the co-chairs plus one other faculty member from each Unit. No member present at a meeting of the Committee shall abstain from voting.

7.1.3 The decisions of the Joint Appointments Committee shall be made by a vote of the majority of the members present.

7.2 The provisions of this Article relating to an Appointments Committee and Department Chair or School or Centre Director shall apply *mutatis mutandis* to a Joint Appointments Committee and to the co-chairs of the Joint Appointments Committee. (See, for example, Clauses 5.7 through 5.12.4.1.)

7.3 The co-chair from the Home Unit shall forward a recommendation to the Employer on behalf of the Committee.

7.4 The Employer shall approve or deny the recommendation. If the Employer denies the recommendation, the Employer shall provide a written explanation to the Committee.

#### Letter of Appointment for a Member on a Joint Appointment

7.5 If the Appointment is in one Faculty, the Dean shall provide the successful candidate with a Letter of Appointment, co-signed by the Provost or designate, stating the terms and conditions of the Appointment. The Letter of Appointment shall indicate clearly the balance of duties in Teaching, Research and Service between the two Units. If the Appointment involves two or more Faculties, the Letter of Appointment shall be signed by each Dean and the Provost or designate. The Letter of Appointment shall also comply with the provisions of Clause 6 or 6.1 of this Article. The Employer shall notify the Association of the name and Units of new Appointees on a quarterly basis.

#### Home Unit

7.6 The determination of the Home Unit shall be discussed with the successful candidate before the Letter of Appointment is issued. The Home Unit will be responsible for undertaking a joint Performance Evaluation when it is required,

for processing Leave applications, and for any other administrative necessities which may arise.

- 7.7 If the Home Unit is a Department (School), the Department's (School's) Faculty shall be the Home Faculty and shall be so designated at the time of Appointment. The Faculty shall be responsible for administering, at the Faculty level, matters pertaining to this Collective Agreement, such as contacting external referees as required, ensuring that a Joint Committee on Promotion and Tenure is established where required, and any other administrative necessities which may arise.

### **Limited-Term Appointments**

8. An initial Limited-Term Appointment shall be for a fixed term to a maximum of five years in a given Unit. Any renewal of a Limited-Term Appointment beyond five years' Limited-Term service in a given Unit may be for a period of up to five years.
- 8.1 Mere non-renewal of such an Appointment within seven years of the initial Appointment does not constitute dismissal as defined in the Article *Discipline*.
- 8.2 Notification of non-renewal beyond the seventh year of service shall occur two years before the end date of the Appointment and shall be accompanied by a statement of the grounds upon which the decision not to renew the Appointment is based.
- 8.3 These grounds shall be:
- a) that the position will cease to exist for operational reasons;
  - b) that the teaching responsibilities of the position will be assumed by Probationary or Tenured positions;
  - c) that the Member has failed to meet the Academic Responsibilities associated with the position; or
  - d) any ground for dismissal as defined in the Article *Discipline*.
- 8.4 The two-year notice period specified in Clause 8.2 of this Article may, at the Dean's discretion, be replaced by pay in lieu of notice. Pay in lieu of notice ~~Notice~~ and severance pay together shall be at the rate of one month's salary for the first year of service and an additional half month's salary for every additional year of service in the Limited-Term Appointment.

### **Visiting Appointments**

9. An initial Visiting Appointment shall be for a fixed term to a maximum of five years in a given Unit. The Appointment may be renewed for a further fixed term

or terms. The total length of a Visiting Appointment, including renewals, shall not exceed eight years. Non-renewal of a Visiting Appointment does not constitute dismissal as defined in the Article *Discipline*.

9.1 On the recommendation of an Appointments Committee through the Dean, and on approval of the Provost, an appropriately qualified individual may be granted a Visiting Appointment on a non-competitive basis for the following reasons:

- a) to enhance the reputation and/or intellectual resources of the institution;
- b) to bring high-level or specialized expertise into a Unit which is not available through normal appointment channels; and/or
- c) to meet special administrative or institutional needs.

#### **Externally-Funded Appointments**

10. An Externally-Funded Appointment shall be for a fixed term to a maximum of five years, renewable for terms of up to five years. Non-renewal of an Externally-Funded Appointment does not constitute dismissal as defined in the Article *Discipline*.

10.1 Requirements for the advertisement of an Externally-Funded Appointment where the Appointment is for one year or less, or where the funding is linked to a particular individual, may be suspended by the Provost at the request of the Appointments Committee through the Dean. All other appointment procedures must be observed.

#### **Limited-Duties Appointments of Part-Time Members**

11. A Part-Time Member may hold Limited-Duties or Standing Appointments to a maximum of four full-course equivalents across the University in any twelve-month Fiscal Year. In exceptional circumstances this maximum may be exceeded upon approval by the Provost on the recommendation of the Appointments Committee or the Chair (Director or Dean) where delegation has occurred.

11.1 Part-Time Members who, as of June 28, 2000, had held Limited-Duties Appointments in six of the last eight years shall not be subject to the provisions of Clause 11 of this Article.

11.2 Members who, as of June 28, 2000, had held a mixture of non-concurrent Limited-Duties and Limited-Term Appointments in six of the last eight years shall not be subject to the provisions of Clause 11 of this Article.

12. Except as provided for elsewhere in this Article, Appointments to Limited-Duties positions shall be based on selection criteria defined by the local academic Unit. These selection criteria shall include the following general areas:

- a) *performance*: where an applicant has teaching experience, this is demonstrated by evaluations, which may include relevant student teaching evaluations and/or peer evaluations and/or teaching assistantship evaluations as long as consideration is given to the possibility that student evaluations of an applicant may be influenced by the required or elective status of the applicant's previously taught course(s);
  - i) where the holder of a Limited Duties Appointment has no record of performance at Western or is unable to provide evidence of a record of satisfactory performance at Western, the Appointments Committee shall refer the applicant to the Teaching Support Centre for mentoring and development and shall closely monitor his/her progress toward satisfactory performance to determine suitability for reappointment.
- b) *experience*: this is based on the total number of courses taught by the applicant, or in which the applicant played a significant role in instruction, which are relevant to the course posted; and
- c) *qualifications*: this includes qualifications beyond the basic qualifications required for the position.

Notices of anticipated Limited-Duties Appointments shall include a statement of the criteria to be used in selecting the successful applicant.

#### **Limited-Duties Appointments of Full-Time Members**

134. A Full-Time Member may hold (a) Limited-Duties Appointment(s) to a maximum of one full-course equivalent across the University in any twelve-month Fiscal Year, subject to the approval of the Employer. Such approval shall be withheld if the Employer determines that (an) additional Limited-Duties Appointment(s) would interfere with the Member's ability to fulfil his or her Academic Responsibilities as a Full-Time Member. In exceptional circumstances this maximum may be exceeded upon approval by the Provost on the recommendation of the Dean.

#### **Application and Selection Procedure**

- | 14. Courses shall be assigned first to Full-Time faculty Members, then to Members with Standing Appointment and then to Graduate Students and Post-doctoral Fellows under Clause 3 c).
- 14.1 Should a faculty member with Standing Appointment be unwilling or unable to accept a course as assigned, he or she shall advise the Chair within two weeks of notice of assignment. Should a faculty member with Standing Appointment decline assignments such that he or she loses Membership, or is no longer

qualified for Standing Appointment under Clause 18, the member will be deemed to have resigned from the Standing Appointment.

- 14.1.1 Notwithstanding 14.1, on request of a Member, the Dean may waive a deemed resignation under Clause 14.1 on compassionate grounds.
15. Subject to authorization by the Employer, the Chair (Director or Dean) shall post notices of anticipated Limited-Duties Appointments.
  - 15.1 For anticipated Fall/Winter Limited-Duties Appointments, notice shall be posted no later than April 30.
  - 15.2 For anticipated Intersession/Summer Limited-Duties Appointments, notice shall be posted no later than the last day of January.
  - 15.3 Notices for anticipated Limited-Duties Appointments shall be posted in the Unit in an appropriately central and visible location; they shall also be advertised in *Western News*, or its equivalent. A copy of the notice shall be sent to the Association at the same time.
  - 15.4 Applications for Limited-Duties Appointments must be received by thirty days after the date of posting.
  - 15.5 All applicants shall be notified of the results by mail within four weeks after the application deadline by the Chair or Unit Head.
  - 15.6 The Appointments Committee (or the Chair, Director or Dean if so delegated by the Unit) shall apply the criteria of Clause 12 of this Article to select the successful candidate. The Appointment shall be offered to the candidate that best meets the criteria of Clause 12 of this Article; where two candidates meet the criteria equally, preference shall be given to Members and those with Preferred Status.
  - 15.7 Any recommendation of an offer of Appointment made by an Appointments Committee (or by a Chair, Director or Dean with delegated responsibility for making Limited-Duties Appointments) shall be in accord with the provisions of Clause 5 of the Article *Employment Equity*.

#### **Letter of Appointment for a Member on a Limited-Duties Appointment**

16. The Chair (Director or Dean) shall provide the successful applicant for a Limited-Duties Appointment with a Letter of Appointment stating the terms, conditions and rank of the Appointment. These terms and conditions shall not conflict with the provisions of this Collective Agreement.
  - 16.1 The Letter of Appointment offering a Limited-Duties Appointment shall contain a description of the duties and responsibilities attached to the position. No additional duties and responsibilities shall be required of the Member, unless the

Formatted: No underline

Member agrees, in writing, to accept these additional duties and responsibilities.

- 16.2 If, after Appointment, a Part-Time Member agrees to accept any duties or responsibilities not referred to in the Letter of Appointment, the Chair (Director or Dean) shall specify in writing such extra duties and responsibilities, together with a schedule of supplemental remuneration. This shall be appended to the Letter of Appointment.
17. When a course taught through a Limited-Duties Appointment is cancelled, the Part-Time Member affected by the cancellation may be reassigned.
- 17.1 Where reassignment is not made and the Member is given notice of course cancellation up to the start of classes, he or she shall be paid a one-time cancellation stipend of \$750.
- 17.2 Where a Member is given notice that his/her course is cancelled within two weeks after the start of classes, the cancellation stipend shall be \$1500.00.

#### **Eligibility for Standing Appointment**

18. For each half course taught within a Unit in at least seven Fiscal Years of a contiguous ten Fiscal Year period under a Limited Duties Appointment, a faculty member is eligible to be considered for a Standing Appointment equivalent to a half course.
- 18.1 Each February, the Appointments Committee in each Unit shall ascertain those faculty who are eligible for consideration for a Standing Appointment in accordance with Clause 18. The Appointments Committee shall review the record of performance of those eligible, and shall determine whether the faculty member has sustained a record of performance in teaching that is sufficiently strong to warrant a Standing Appointment. The Committee shall provide its determination to the Dean, together with the record of performance, and to the faculty member. The Dean shall either accept or reject the Committee's determination and recommendation and shall so inform the Committee and the faculty member. Where the Dean accepts a recommendation for a Standing Appointment, the Appointment shall be effective on May 1.
- 18.2 A Member with Standing Appointment shall be entitled to be assigned the number of courses for which a Standing Appointment has been earned, without the need for open competition, from amongst a roster of courses which the Appointments Committee has identified they are qualified to teach.
- 18.2.1 Where a Member with Standing Appointment is no longer qualified for, or no longer meets the criteria for, Standing Appointment in respect of one or more courses on the roster, the Appointments Committee may remove the course from the Member's roster.

- 18.3 Where multiple faculty with Standing Appointments are qualified to teach a particular course to be assigned, the faculty member with the most senior Standing Appointment shall be granted the assignment.
- 18.4 Where a faculty member is entitled to a stated course load under Standing Appointment, but insufficient course(s) within their roster are available to complete the assignment, the Chair, Director or Dean shall make best efforts to assign an alternate course the member is qualified to teach.
- 18.5 The possession of a Standing Appointment does not guarantee assignment of a course. Such assignment is subject to the availability of a course which the appointment holder is qualified to teach.
- 18.6 In the Don Wright Faculty of Music, the term "course" in Clauses 1.4.2 and 1.4.3 shall be deemed to include Studios and Ensembles where equivalent. The term *Studio* is defined as a group of students, each registered in one of the studio course numbers included in Appendix E, who are receiving private instruction on the same principal instrument from the same instructor. The term *Ensemble* is defined as one of the major performing ensembles identified as such by the Faculty of Music with course numbers as shown in Appendix E. In the case of studio instruction, where enrolment permits, the number of hours of instruction assigned to a studio will be at least equal to that of the previous Fiscal Year.
- 18.6.1 In considering Standing Appointments in the Don Wright Faculty of Music the terms *Studio* and *Ensemble* as defined in Clause 18.6 of this Article, are to be substituted, as appropriate, into Clauses 18, 18.2, 18.2.1, 18.3, 18.4, 18.5, 18.8 and 18.10 in place of the word "course."
- 18.7 Full-Time Members and graduate students registered at The University of Western Ontario cannot accumulate credit towards or enter into Standing Appointment. However, Members who already have Standing Appointment can become graduate students without losing the Standing Appointment, except as otherwise provided.
- 18.8 A Part-Time Member who is a retired Full-Time Member shall not use any courses taught while a Full-Time Member in the calculation of Standing Appointment.
- 18.9 A Member shall be given two years' notice of termination of all or part of a Standing Appointment. This notice period may, at the discretion of the Dean, be replaced with pay in lieu of notice. Pay in lieu of notice and severance pay together shall be one month's salary for the first year of service and an additional half month's salary for every additional year of service in the Standing Appointment or part thereof; for this calculation, each Academic Term in which the Standing Appointment was held shall count as one third of a year of service.

18.9.1 Notification of termination of a Standing Appointment shall be accompanied by a statement of the grounds upon which the decision to terminate the Appointment is based. These grounds shall be:

- a) that the need for the Appointment will cease to exist for operational reasons;
- b) that the work of the Appointment is to be included in the Normal Workload of existing or new Full-Time positions;
- c) that the Member has failed to meet the Academic Responsibilities associated with the Appointment; or
- d) any ground for dismissal as defined in the Article *Discipline*.

18.10 Where a Member has held a mixture of non-concurrent Limited-Duties and Limited-Term Appointments, the courses taught in the Limited-Term Appointments shall be deemed to be Limited-Duties Appointments for the purpose of establishing entitlement to Standing Appointments.

#### **Transition Provisions**

19. Faculty who were Members during the Fiscal Year 2010-2011 under the provisions of the 2006-2010 Faculty Collective Agreement shall be given Membership (while under appointment) or Preferred Status in the Fiscal Year 2011-2012.
20. Faculty with First Refusal Rights to a course as at May 1, 2011 shall be paid at the Member/Preferred Status course rate in accordance with the Article *Compensation and Benefits*.
21. Faculty with a Renewable Multi-Year Appointment to a course as at May 1, 2011 shall be paid at the Standing Appointment course rate in accordance with the Article *Compensation and Benefits*.
22. Faculty with a Renewable Multi-Year Appointment as at May 1, 2011 and those who meet the eligibility criteria specified in Clause 18 before September 1, 2011 shall be granted a probationary Standing Appointment with term ending April 30, 2014.
- 22.1 Each Appointments Committee shall determine by April 30, 2011 what criteria shall be applied under Clause 18.1 to assess whether a candidate for Standing Appointment has sustained a "sufficiently strong" record in teaching to warrant Standing Appointment. These criteria shall be ratified by the Membership in the Unit by May 31, 2011 and approved by the Employer by September 1, 2011 before taking effect. The criteria shall be posted within the Unit.

- 22.2 By March 15, 2012, each Appointments Committee shall review the teaching records of each Member who holds a Probationary Standing Appointment against the criteria. The Appointments Committee shall identify any areas in which such a Member may not meet the criteria. Any concerns arising from the review shall be detailed in a letter to the Member and copied to the Dean and the Member's Official File.
- 22.3 By March 15, 2014, each Appointments Committee shall review the teaching records of each Member who holds a Probationary Standing Appointment against the criteria for Standing Appointment. The Appointments Committee shall determine whether to recommend a Standing Appointment be granted based on its assessment of whether the Member sustained a sufficiently strong record of performance in teaching in the prior three years. The Committee shall provide its determination to the Dean, together with the record of performance, and to the Member. The Dean shall either accept or reject the Committee's determination and recommendation and shall so inform the Committee and the Member.
- 22.3.1 If a Member holding a Probationary Standing Appointment has sustained a sufficiently strong record of performance in teaching to warrant a Standing Appointment, the Probationary Standing Appointment shall be converted to a Standing Appointment effective May 1, 2014.
- 22.3.2 If a Member holding a Probationary Standing Appointment has not sustained a sufficiently strong record of performance in teaching to warrant a Standing Appointment, the Probationary Standing Appointment shall cease. This does not prevent the faculty member from applying to Limited Duties postings, nor does it prevent the faculty member from becoming eligible for consideration for Standing Appointment in the future.