

## Article 12: Appointment of Faculty Members

### 12.01 GENERAL INFORMATION REGARDING APPOINTMENTS

- a) The principal criteria for appointments are academic and professional excellence.
- b) Canadian applicants for a faculty position shall be given first consideration and, in the case of candidates assessed as essentially equal, shall be given priority.
- c) The Parties agree that Concordia University would better advance the essential functions of the University, namely the pursuit, creation and dissemination of knowledge through teaching and research, if the diverse composition of Canadian society were better reflected in the bargaining unit. Therefore the Parties agree to encourage an increase in the proportion of members of under-represented designated groups as defined in the relevant legislation, to improve their employment status, and to ensure their full participation in the University community. The Parties therefore endorse the principle of equity in employment and agree to cooperate in the identification and removal of all barriers to the recruitment, selection, hiring, retention, and promotion of these designated groups, and other categories as may be designated in federal and provincial human rights legislation or agreed to by the Parties.
- d) The Employer shall create a process whereby members may voluntarily identify themselves as belonging to one or more designated groups. Information submitted through this process shall be kept confidential and made available to JEEC and to the Association on an aggregate basis no later than June 1, 2010.
- e) If the data on academic availability indicate that a designated group is under-represented in a given disciplinary sector in the University, then, all things being equal, candidates from that designated group shall be given priority in that disciplinary sector.

### 12.02 GENERAL PROCEDURES FOR TENURED, PROBATIONARY, ETA AND LTA APPOINTMENTS

- a) The authorization to fill a vacant position must be provided by the Provost.
- b) Following receipt of authorization to fill a vacant position, the Dean shall inform the appropriate academic unit head to coordinate a search.
- c) In addition to other duties specified in this article, the academic unit head shall receive applications, arrange for a departmental review of the candidates and forward the dossiers of the short-listed candidates to the Dean, along with all recommendations concerning the appointment.
- d) All new appointments shall be made in academic units, with the proviso that existing appointments not attached to academic units shall continue until vacated.
- e) In the case of a joint or cross appointment, the primary unit shall be specified.

## Advertisement

- f) All positions to be filled shall be advertised both internally and externally in the appropriate journals and newspapers (including the *CAUT Bulletin* whenever publication schedules permit, or the *CAUT Bulletin* on line, for probationary, tenured, ETA and LTA appointments). The advertising copy shall be sent to the Association and the JEEC by the Dean within ten (10) days of its placement.
- g) Notwithstanding Article 12.02 f), on the recommendation of the DPC and with the approval of the Dean, an ETA position may be advertised exclusively within an academic unit. Eligibility to take part in the internal competition shall be limited to individuals who have held LTA appointments for a minimum of thirty-three (33) months within the five (5)-year period ending on May 31 of the academic year of the search. A copy of the advertisement shall be placed on a bulletin board within the academic unit and sent by e-mail to each eligible LTA member for whom the academic unit has an e-mail address.
- h) The academic unit head shall prepare an advertisement and shall submit it to the Dean for approval. In the case of a cross appointment, a joint appointment, or an appointment where the primary unit is not known at the time the advertisement is prepared, the relevant academic unit heads shall jointly prepare the advertisement and shall submit it to the Dean for approval. The advertisement shall clearly state the relevant qualifications, rank, and the academic unit or units in which the appointment may be made. In addition, the following shall be a standard statement on advertisements: "Concordia University is committed to employment equity."
- i) Normally, at least twenty (20) days will elapse between the advertisement and the forwarding of the dossiers and the DPC recommendation by the Chair to the Dean.

## Short-listing of term appointees

- j) ETAs and LTAs, upon application, shall be short-listed and interviewed for open probationary positions in their academic unit for which they meet the advertised qualifications.

## DHC procedures

- k) The DHC shall prepare a list of all criteria used to establish a short-list of candidates. Following a review of the applications, the DHC shall interview short-listed candidates to evaluate their qualifications.
- l) The DHC shall not meet in the absence of more than one member, and shall meet only when the Chair of the Committee is present.
- m) The DHC shall invite input from the members of the academic unit prior to formulating its recommendation.
- n) The DHC shall decide by majority vote of its members, by secret ballot, whether or not to recommend an appointment. The result of the vote shall be recorded.

- o) The DHC shall forward its recommendation to the DPC with a reasoned report which takes into account the qualifications of each of the short-listed candidates with respect to the criteria stated in the advertisement for the position. The reasoned report shall also describe the procedures followed by the DHC, including the assessment of Canadian applicants, the rationale justifying the recommended applicant, the process used to invite input from members of the academic unit, and the result thereof.
- p) The DHC shall also submit a separate reasoned report that discusses the selected candidate only.

#### Procedures subsequent to submission of DHC report

- q) The final reasoned recommendation for an appointment or a reasoned recommendation not to fill the position shall emanate from the DPC. This recommendation, together with the DHC recommendation, shall be forwarded to the Dean by the academic unit head.
- r) If the Dean does not agree with the DPC recommendation, the Dean shall return the file to the DPC with a reasoned report within five (5) days of receipt.
- s) If the Dean agrees with the DPC recommendation, the Dean shall simultaneously forward the hiring dossier with a recommendation for appointment to the Provost and the JEEC within five (5) days of receipt. The recommendation shall include the duration of the appointment, rank, salary, and other conditions of appointment giving due consideration to the candidate's academic qualifications, experience, publications, and other credentials. A copy of this recommendation shall be sent at the same time to the academic unit head.
- t) Within three (3) days of receipt of the dossier from the Dean, the JEEC shall submit a report to the Dean, with a copy to the Provost, commenting on issues of employment equity. This review shall be conducted in accordance with criteria and procedures approved by the Parties.
- u) If the Provost does not accept the recommendation, the Provost shall submit a reasoned report to the Dean within ten (10) days of receipt of the dossier. A copy of the reasoned report shall be sent to the academic unit head for distribution to the DPC.
- v) If the Provost accepts the recommendation, the Provost shall issue a letter of appointment and a contract within ten (10) days of receipt of the dossier. The offer shall include the duration of the appointment, rank, salary, projected year of mandatory tenure consideration in the case of probationary appointees, date of potential eligibility for first twelve (12)-month sabbatical leave, and such other conditions of appointment as may have been agreed. A copy shall be sent to the Association.
- w) Upon receipt of the signed contract, the Provost shall send the original contract to the Dean, with a copy to the academic unit head and the Association.

### 12.03 PROBATIONARY AND TENURED APPOINTMENTS

- a) Probationary appointments shall be made only at the rank of Lecturer, Assistant Professor or Associate Professor.
- b) The first probationary contract shall be for a term of no less than two (2) years and no more than three (3) years. All such contracts shall end on May 31.
- c) Tenured appointments shall be made only at the rank of Associate Professor or Professor. For such appointments, the DTC shall submit a separate reasoned report to the Dean.

### 12.04 EXTENDED TERM APPOINTMENTS (ETAs)

- a) Extended term appointments (ETAs) are intended to respond to specific full-time teaching and service needs of a continuing nature that do not require a probationary or tenured appointment. Teaching and service are mandatory activities.
- b) The maximum number of ETAs shall not exceed eight percent (8%) of the total number of probationary and tenured members at the time of appointment. Notwithstanding the foregoing, the total number of ETAs in the University shall not exceed sixty-five (65).
- c) Where an incumbent ETA has left the University either voluntarily or in accordance with Article 14.11, the appointment can be replaced. However, where a vacancy is a consequence of non-renewal because of the unavailability of work, a new ETA appointment shall only be made in a different discipline.
- d) Initial ETA appointments shall be for approximately thirty-six (36) consecutive months in length and shall end on May 31 of an academic year. All subsequent reappointments shall be for sixty (60) consecutive months, with the exception that in the case of externally appointed candidates, the first reappointment shall be for a period of thirty-six (36) months.
- e) ETA appointments shall be made only at the rank of Lecturer or Senior Lecturer.

### 12.05 LIMITED TERM APPOINTMENTS (LTAs)

- a) Limited Term Appointments (LTAs) shall be made only for one (1) of the following purposes:
  - i) to appoint a suitably qualified person to replace a faculty member who is on leave;
  - ii) to fill an open probationary position on a temporary basis after the position has been advertised;
  - iii) to respond on a temporary basis to specific teaching and, where appropriate, service needs.
- b) There shall be no maximum on the number of LTA appointments that may be made in an academic year.

- c) Initial LTA appointments for an academic session shall be for a period of at least five (5) months. The offer shall state the duration, rank, salary, and conditions of appointment, with specific reference to the clause in Article 12.05 a) which applies. Initial LTA appointments for an academic year shall be for a period of at least nine and a half (9.5) months. Appointments will normally terminate on May 31.
- d) Subsequent LTA appointments shall be for a period of no less than twelve (12) months.
- e) No later than February 1 of each year, eligible LTA members who wish to be considered for a subsequent appointment shall submit an application which shall include a current *curriculum vitae* and all available teaching evaluations for courses taught at Concordia University.
- f) Applications for a subsequent appointment shall be considered by the DPC, which shall forward its reasoned report to the Dean with a copy to the member no later than March 1.
- g) The Dean shall send her or his reasoned recommendation to the Provost with a copy to the member by March 15.
- h) The Provost shall inform the member of her or his decision by March 31.
- i) Consecutive LTA appointments shall not exceed a total of thirty-six (36) months. After having held LTA appointments during three consecutive academic years, an individual shall wait for a period of at least twenty-four (24) months before commencing a new LTA appointment.
- j) LTA appointments shall be made only at the rank of Lecturer or Assistant Professor. LTA members are subject to all provisions of this Collective Agreement except Article 14 (Reappointment, Promotion, Evaluation and Review of Regular Members), Article 18 (Tenure for Faculty Members) and Article 40 (Annual Adjustments to Salary) except for the annual percentage increases that shall apply to the portions of the Lecturer and Assistant Professor grids pertaining to LTAs. Notwithstanding the exception of Article 14, an LTA member appointed at the rank of Lecturer may be promoted to Assistant Professor if the conditions governing such a promotion are stipulated in the initial contract and are met subsequent to the date of appointment.

## 12.06 RESEARCH APPOINTMENTS

- a) When the availability of funds outside the University's Operating Fund creates an opportunity to enhance the research objectives of an academic unit or research centre, the Provost may make research appointments. Such appointments may also require the approval of the source of external funding or the individual holding the research grant. Normally, at least 40% of the salary of members holding research appointments will come from external funding.
- b) Initial appointments are for a fixed duration of up to three (3) years and carry no implication that the appointee shall be reappointed or considered for tenure. Following each positive evaluation, persons holding research appointments may be reappointed,

subject to the availability of funding and consistent with the conditions of the external source(s) of funding. The total duration of such appointments will not normally exceed five (5) years.

- c) Members holding research appointments at a given rank shall have research qualifications which are at least equivalent to those required of probationary or tenured faculty members holding the same rank at Concordia University.
- d) Members holding research appointments are subject to all provisions of this Collective Agreement with the following exceptions: Article 12.01 and 12.02 (General information regarding appointments), Article 14 (Reappointment, Promotion, Evaluation and Review of Regular Members), Article 18 (Tenure for Faculty Members), Article 21 (Appeal), Article 24 (Outside Professional Activities and Outside Employment), Article 25 (Reduced-time Appointments), Article 26 (Sabbatical Leave), and, unless the source of external funding agrees otherwise, Article 32 (Leave Without Pay), Articles 35.08 through 35.12 (Paternity and Parental Leave), Article 39 (Salary Structure), Article 40 (Annual Adjustments to Salaries), and Article 42 (Retirement). In addition, reappointment consideration will only occur if appropriate external and internal funding continues to be available.
- e) Notwithstanding the provisions of Article 16, the duties and responsibilities of a member holding such an appointment shall reflect the fact that the member's principal obligation is to carry out research.
- f) Members holding research appointments who apply for a probationary position will be considered in the usual way following the procedures of Article 12.02.
- g) Any inconsistencies between the terms of this Collective Agreement and the terms and conditions of the source(s) of external funding for research appointments shall be reconciled by agreement in writing between the Parties.

#### 12.07 VISITING SCHOLARS OR APPOINTMENTS IN RESIDENCE

- a) When an opportunity occurs that may enhance the academic program or research objectives in an academic unit, the Provost may make an appointment in this category, which is limited to a stated term, upon the recommendation of the DPC and the academic unit head supported by the Dean.
- b) Such appointments shall be for no longer than two (2) years.
- c) Members in this category are not subject to the provisions of Articles 12.01 and 12.02 (General information regarding appointments), Article 14 (Reappointment, Promotion, Evaluation and Review of Regular Members), Article 16 (Duties and Responsibilities of Faculty Members), Article 18 (Tenure for Faculty Members), Article 39 (Salary Structure), Article 40 (Annual Adjustments to Salaries), and Article 42 (Retirement).
- d) The duties and responsibilities shall be established in consultation with the academic unit head and the Dean and specified in the offer. The salary shall be commensurate with the assigned duties and responsibilities.

## 12.08 ACADEMIC CHAIRS AND SPECIAL PROFESSORSHIPS (ACSP)

- a) The University may establish an Academic Chair or Special Professorship (ACSP) in order to enhance the academic aims of a Faculty or academic unit.
- b) When a decision is made to establish an ACSP, the Provost and the Vice President Research and Graduate Studies shall jointly specify the name/area of the ACSP, the source of funding, the expected category of the position and any special conditions associated with the appointment. The notice of the creation of the ACSP shall be sent to the Association in writing.
- c) Once the decision is taken to establish an ACSP, a separate decision shall be taken by the Dean, Vice President Research and Graduate Studies and Provost as to whether the ACSP shall be advertised externally or solely to members of the bargaining unit.
- d) Appointment to an academic position and rank at Concordia University is separate from appointment to an ACSP. The former is governed by the provisions of Articles 12.01 to 12.07 in particular, as well as all other relevant articles of this Collective Agreement. The latter is governed by the procedures specified in Article 12.08.
- e) Members appointed to ACSPs are subject to the provisions of this Collective Agreement. Nevertheless, such members are normally not eligible to hold a position excluded from the bargaining unit (Article 9) or leave without pay unless the source of funding agrees otherwise.
- f) The duties and responsibilities of members holding such appointments shall be consistent with Article 16.01 and will normally include at least two (2) courses in each academic year. Such members shall undertake a level of service consistent with that of other probationary and tenured members.
- g) Each Faculty Council shall establish a separate Special Advisory Search Committee (SASC) to consider each ACSP appointment. Each SASC shall have the following composition:
  - i) the Dean or delegate, who shall serve as Chair and who shall vote only in the event of a tie;
  - ii) one (1) representative appointed by the Vice-President Research and Graduate Studies;
  - iii) a minimum of three (3) and a maximum of five (5) tenured members elected by and from among the members of the unit or units where the appointment is contemplated;
  - iv) one (1) member not from the unit or units where the appointment is contemplated, appointed by the Dean and approved by the Council of the Faculty;
  - v) where appropriate, one (1) representative of the donor.
- h) Each Faculty Council shall establish a committee to review each ACSP renewal; it shall have the following composition:

- i) the Dean or delegate, who shall serve as Chair and who shall vote only in the event of a tie;
  - ii) one (1) representative appointed by the Vice-President Research and Graduate Studies;
  - iii) three (3) tenured members from the Faculty elected by the Council of the Faculty;
  - iv) one (1) member not from the Faculty, appointed by the Dean and approved by the Council of the Faculty;
  - v) where appropriate, one (1) representative of the donor.
- i) The Provost and the Vice President Research and Graduate Studies, on the reasoned report of the Faculty committees mentioned in 12.08 g) and h), make appointments and subsequent renewals of appointments.
  - j) Before the Provost and the Vice President Research and Graduate Studies offer an ACSP appointment to a person from outside the University, the individual shall be considered for a faculty appointment in accordance with Article 12.02, with a rank and category of appointment and a nominal salary, under the terms of this Collective Agreement. Such an individual shall be issued a letter and a contract as specified in Article 12.
  - k) The Provost and the Vice President Research and Graduate Studies shall jointly issue a separate letter of appointment for the ACSP, whether or not the person already holds a faculty position in the University. A copy of the letter shall be sent to the Association. This letter shall specify:
    - i) the duration of the special appointment and whether or not it is renewable;
    - ii) the specific duties associated with the special appointment to be assigned by the Dean in the context of the Article 16 process;
    - iii) any special stipend and/or research grant in addition to the remuneration specified in the contract referred to in Article 12.08 i);
    - iv) any other special conditions specific to the duties, mandate and renewal of the special appointment.
  - l) Should an ACSP be discontinued, incumbents shall continue as faculty members in their category, at their academic rank, and with their nominal salary.
  - m) Any inconsistencies between the terms of this Collective Agreement and the terms and conditions of the source(s) of external funding for appointments to ACSPs shall be reconciled by agreement in writing between the Parties.
  - n) In case of an internal disagreement or problem between the ACSP holder and the Employer, the provisions of Article 21 (Appeal), Article 22 (Grievance and Arbitration), Article 27 (Intellectual Property) and/or Article 37 (Misconduct in Academic Research and Scholarship), as the case may be, shall apply.

#### 12.09 SPOUSAL APPOINTMENTS FOR FACULTY AND LIBRARIAN MEMBERS

- a) For the purpose of this Article:

- i) "spouse" shall mean the declared life partner, regardless of sexual orientation, gender, or the formality of legal marriage, of a candidate for a probationary appointment;
  - ii) "principal unit" shall mean the Library or the academic unit authorized to fill a vacant position through probationary appointment;
  - iii) "host unit" shall mean the Library or the academic unit to which the spouse of a candidate seeks appointment;
  - iv) "spousal appointment" shall mean the academic appointment of a spouse using the procedures of this Article.
- b) If any short-listed candidate expresses a desire for her or his spouse to be considered for a spousal appointment, the academic unit head shall notify the Dean. If the Dean supports consideration of a spousal appointment, she or he shall send a recommendation to that effect to the Provost, whose decision whether to authorize a spousal appointment coupled to the probationary appointment shall be final.
- c) If a spousal appointment is authorized, the Dean responsible for the host unit shall ascertain whether that unit is willing to consider a spousal appointment. A decision by the host unit not to consider a spousal appointment shall be final.
- d) If the host unit agrees to consider a spousal appointment, all appointment documentation normally required by the host unit shall be supplied by the spouse on request.
- e) The host unit shall consider the spousal candidate in accordance with its normal procedures. In the event that an interview is required, dates will normally be chosen to coincide with those of the principal candidate's interview.
- f) An offer of a spousal appointment shall be made only upon the acceptance of an offer by the principal candidate and only if the host unit has recommended the appointment of the spousal candidate.
- g) A decision by the host unit not to recommend a spousal appointment shall be final.
- h) On the recommendation of the academic unit head of the principal unit and the Dean, the Provost may authorize the consideration of a spousal appointment as a measure intended to retain a member. Consideration of the spousal candidate in such cases shall be governed by the procedures of Article 12.09 c) through 12.09 g).
- i) No later than June 30 of each year, the Employer shall inform the Association of the number of probationary and tenured appointments made during the previous academic year and of the number of spousal appointments included in this number. The number of probationary and tenured spousal appointments in any academic year shall not exceed ten percent (10%) of the total number of probationary and tenured appointments in the previous academic year.