Article 23
TERM, SUBSIDIZED, ADJUNCT, JOINT AND CROSS, SPECIAL VISITING AND SPOUSAL APPOINTMENTS

TERM APPOINTMENTS

23.01 A term appointment is an appointment of an ASM to a position with a defined term of no more than three (3) years at a time which does not lead to a consideration for promotion or tenure, except for the conditions described in Clauses 11.04, 23.04 and 23.19.

23.02 A regular term appointment is a term appointment under which the appointee performs the normal duties and responsibilities of an ASM. All regular term appointments for Faculty Members shall be for a minimum of twelve (12) months.

23.03 A regular term appointee, except a Librarian or an ASM-CFE, with an earned doctorate or generally accepted terminal professional qualification shall be appointed at the rank of Assistant Professor or higher.

23.04 A regular term appointee hired at the rank of Lecturer shall be promoted to the rank of Assistant Professor, effective the date of notification of completion of an earned doctorate or generally accepted terminal professional qualification from a recognized University in a discipline appropriate to the appointment.

23.05 A teaching term appointment is a term appointment under which the appointee’s duties and responsibilities are restricted to teaching as defined in Article 3, and shall not exceed a period of thirty-six (36) months. Notwithstanding the teaching norms for Academic Units as listed in Appendix E, the maximum teaching assignment shall be three (3) lecture courses, one (1) lecture course plus one (1) laboratory course or the equivalent (in accordance with Article 3), or two (2) laboratory courses or the equivalent (in accordance with Article 3) per semester. At least fifty (50) percent of the teaching term appointments shall be for a minimum period of two (2) consecutive semesters.

23.06 Notwithstanding Clause 23.05, and the teaching norms for Academic Units as listed in Appendix E, a teaching term appointee may, in any semester where two or more sections of the same course have been assigned, be assigned four (4) lecture courses, two (2) lecture courses plus one (1) laboratory course or the equivalent (in accordance with Article 3), or two (2) laboratory courses or the equivalent (in accordance with Article 3). For teaching term appointments that exceed 12 months, teaching shall not be assigned in the Spring semester, and shall only be assigned in either the Interseession or Summer session.

23.07 A teaching term appointee with an appointment that is 12 months or less and is assigned teaching as defined in Clause 23.06, is entitled to receive pay in lieu of vacation as follows. When there are insufficient days between the last day prescribed by the Registrar’s Office to submit marks for the final exams (for which the appointee has responsibility) and the end of the semester for the appointee to exhaust his or her remaining vacation leave entitlement, the appointee shall, upon written request, receive pay in lieu of vacation for the difference calculated on a pro rata basis as per Clause 22.02.

23.08 A teaching term appointee shall be a member of the bargaining unit when he or she is required to teach a minimum of three (3) lecture courses, one (1) lecture plus one (1) Laboratory Course, or two (2) Laboratory Courses per semester.

23.09 Notwithstanding the provisions of Article 31, teaching term appointees, including retired ASMs, shall hold the rank of Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor or Lecturer, depending upon their qualifications. Teaching term appointees, regardless of the rank held, shall be paid as per Clause 23.17.

23.10 The combined duties and responsibilities of a term appointee holding appointments in one (1) or more Academic Units shall be deemed equivalent to those of a single unit for the purpose of Clauses 23.02 to 23.08.

23.11 The letter of appointment shall specify whether the term appointment is a teaching term appointment or a regular term appointment. If the letter of appointment states that a term appointment is for twelve (12) months or longer and that it is subject to renewal, the ASM shall be informed whether or not the appointment is to be...
renewed at least three (3) months prior to the expiry of the term. Failure to provide such notice shall result in an extension of the appointment for a period equal to the length of the expiring appointment.

23.12 In any one semester, the total number of ASMs with term appointments shall not exceed twenty-five (25) percent of the total number of ASMs.

23.13 In making term appointments, the University shall follow the procedures set out in Articles 6, 7, 13 or 24 except that when appointments or extensions of term appointments need to be made urgently, such appointments need not be advertised. A term appointment may be extended without advertising providing that the reappointment is recommended by the Search Committee as specified in Clause 7.19 or Clause 13.20.

23.14 For a regular or teaching term position, the Search Committee shall consider for rehiring any applicant who has previously taught credit courses at the University. This applicant(s) shall be considered before all other applicants. Consideration shall be on the basis of qualifications for the required position and seniority amongst the applicants. For the purposes of this clause, the Search Committee shall determine seniority based on an examination of the number, duration and type of non-tenure track contracts (teaching or regular term appointments), held at the University, and/or the number of per course credit courses taught at the University over the past six (6) years.

23.15 No ASM on term appointment shall be excluded from consideration for any tenure-track or permanent appointment that may be made in accordance with Articles 6, 7, 13, Article 24 and Article 30.

23.16 The duties and responsibilities of ASMs on regular term appointments shall be those specified in Articles 3, 4, 6 and 24 of this Collective Agreement.

23.17 ASMs with teaching term appointments shall be paid the greater of either:

(a) the salary corresponding to the appropriate step on the Lecturer salary scale in Appendix D.1, for the period of their contract;

or

(b) the rate used for extra teaching payment as specified in Clause 31.49, for each course taught plus an extra $1,000 for each laboratory section in the case of Laboratory Courses, or their equivalents (in accordance with Article 3).

23.18 Each term appointee shall be assigned an office by the beginning of the semester, and shall have in that office a telephone and a computer with word processing and Internet capabilities comparable to those available to tenure-track and tenured ASMs in his or her Academic Unit. By the end of the third (3rd) week of a teaching semester, the University shall use its best efforts to include information for all term appointees in its website listing of Faculty Members’ office locations, email addresses and telephone numbers.

23.19 A regular term appointment may be converted to a tenure-track appointment without advertising subject to the following conditions:

(a) the Provost & Vice-President (Academic) or at Grenfell Campus, the Vice-President (Grenfell Campus), has assigned a tenure-track position, approved for the purpose, to the Academic Unit;

(b) the process of conversion shall not begin until the regular term appointee has commenced at least his or her third (3rd) year of holding a regular term appointment;

(c) the Search Committee of the Academic Unit has recommended the conversion.

23.20 Any position outlined in Clause 23.19, shall not replace positions already approved by the Provost & Vice-President (Academic) or at Grenfell Campus, the Vice-President (Grenfell Campus), in that Academic Unit.
23.21 A term appointee on a contract of less than six (6) months and who is not already in receipt of a pension may, upon written request, have an amount equivalent to five percent (5%) of his or her bi-weekly salary added to each bi-weekly salary payment.

SUBSIDIZED APPOINTMENTS
23.22 When a term appointment is supported by a financial contribution linked to that appointment from an entity external to Memorial University, the ASM holding that appointment shall, except under the layoff and dismissal provisions of this Collective Agreement, continue to receive his or her full salary from the University to the end of the term specified in the letter of appointment regardless of any change in the support level from the external entity.

ADJUNCT APPOINTMENTS
23.23 When it is appropriate for academic or professional reasons, a person may be appointed to a non-ASM position as Adjunct Professor. An Adjunct Appointment shall be made on the recommendation of the Administrative Head of the Academic Unit, following Collegial Consultation with the ASMs in the Unit.

APPOINTMENTS WHERE THE ACADEMIC UNIT IS NOT KNOWN AT THE OUTSET OF THE SEARCH
23.24 A special Search Committee shall be established to identify candidates to fill a position for which the Academic Unit in which the appointment is to be made is not known at the time the position is created or applied for. The appointment shall be made in accordance with Article 7 or 13 of the Collective Agreement, except that the special Search Committee shall be formed from the Academic Units in which the successful candidate is likely to take up his or her appointment. Insofar as is practical, each of the Academic Units in which the successful candidate is likely to take up his or her appointment should be represented on the special Search Committee.

23.25 The recommendation of the special Search Committee shall be subject to Collegial Consultation in the Academic Unit appropriate to the candidate’s qualifications and expertise in order for him or her to secure an appointment with the Academic Unit. The appointment shall be tenure-track, tenured or regular term.

23.26 The Provost & Vice-President (Academic), Vice-President (Grenfell Campus), or his or her delegate shall perform the duties of the Administrative Head that are specified in Article 7 or 13 with respect to the appointment.

JOINT APPOINTMENTS AND CROSS APPOINTMENTS
23.27 When it is appropriate for academic or professional reasons, an ASM may be appointed to more than one (1) unit of the University. Such appointments shall be called "joint appointments" or "cross appointments".

(a) A joint appointment is one in which the salary of the ASM is charged to more than one (1) fiscal unit of the University, and the duties and responsibilities of the ASM are divided between the units.

(b) A cross appointment is one in which the salary of the ASM is charged to one (1) fiscal unit, but he or she is named to another unit in which he or she has a sustained academic or professional interest.

23.28 A joint appointment or cross appointment made consequent to an initial appointment to the University shall only be made with the consent of the ASM and on the recommendation of the Administrative Heads in consultation with the appropriate ASMs in the unit(s) into which the joint or cross-appointment is to be made.

23.29 A joint appointment or cross appointment shall be made by the Board for a fixed period, and may be renewed or altered with the consent of the ASM and on the recommendations of the Administrative Heads in consultation with the appropriate ASMs in the units concerned. The termination or alteration of a joint or cross appointment, except for cause, shall not in itself jeopardize the ASM's appointment with the University in the unit of primary responsibility, as specified in Clause 23.32. Notwithstanding any of the foregoing, a joint or cross appointment will terminate upon the termination of the appointment in the unit of primary responsibility as specified in Clause 23.32.
23.30 The sources and level of administrative and academic support available to the ASM with a joint or cross appointment shall be mutually agreed by the ASM and the Administrative Head and shall be confirmed in writing by the Administrative Head.

23.31 In the case of a joint or cross appointment, the procedures and criteria to be used in assessing the ASM for renewal of tenure-track appointment, tenure and promotion shall be those of the unit of primary responsibility as specified in Clause 23.32.

(i) In the case of a joint appointment the Administrative Head and the P & T Committee of the other unit shall be consulted and the full assessment file shall be made available to those consulted.

(ii) In the case of a cross-appointment, the Administrative Head and the appropriate Faculty Members of the other unit shall be consulted. The consultation shall not involve examination of the assessment file but shall be limited to written comments concerning the contribution the individual has made to the cross-appointed unit.

23.32 The letter of appointment shall be generally in the form set out in Clause 7.29 and shall state the privileges and sharing, if any, of duties and responsibilities between the units. The letter shall identify the unit with primary responsibility for administrative and academic support, and for assessing the ASM for renewal of tenure-track appointment, tenure and promotion. In cases when the privileges and sharing, if any, of duties and responsibilities between units are not known in advance of the appointment, such arrangements shall be finalized within three (3) months of the start of the joint or cross appointment and shall be agreed in writing by the Administrative Head and the ASM.

23.33 ASMs holding a joint appointment shall be eligible to attend department meetings, vote, be elected to or appointed to committees in all Academic Units to which the joint appointment applies. ASMs holding a cross appointment shall be eligible to attend department meetings, vote, be elected to or appointed to committees in the Academic Unit with primary responsibility and shall be eligible to attend department meetings in the other Academic Unit. The eligibility of ASMs to vote, be elected to, or appointed to committees in the other Academic Unit shall be stipulated in the letter of cross appointment. Such letters of cross appointments shall be copied to MUNFA.

23.34 When it is appropriate for academic or professional reasons, following Collegial Consultation with the ASMs in the Unit(s), a non-ASM may be cross-appointed to one or more Academic Unit(s). Such appointments shall not confer any right or obligation to participate in processes governed by the Collective Agreement. Such appointments shall have rights as agreed to by the unit(s) which may include, but are not limited to, eligibility to serve on task specific committees, to contribute to the supervision of graduate students, to engage in collaborative research and generally to contribute to the academic activities of the unit. Such letters of cross appointments shall be copied to MUNFA.

SPECIAL VISITING APPOINTMENTS

23.35 Following Collegial Consultation with the ASMs in an Academic Unit, a Special Visiting Appointment, which shall be either a teaching term appointment or a regular term appointment, may be made without advertising. Special Visiting Appointments shall be for a period not to exceed one (1) year and are not renewable. There shall be no more than five (5) Special Visiting Appointments in an Academic Year. No Academic Unit shall have a Special Visiting Appointment more than once in any three (3) year period.

SPOUSAL APPOINTMENTS

23.36 When a candidate has been recommended for a tenure-track or tenured position or a term appointment under Clause 11.04 and has a spouse or partner who may be qualified for an ASM position, an Academic Unit or Grenfell Campus Program Unit appropriate to the discipline of the spouse or partner may recommend a term appointment, a tenure-track appointment, or a tenured appointment without advertising under the following conditions:

(i) The Provost & Vice-President (Academic) or for appointments at Grenfell Campus, the Vice-President (Grenfell Campus) has authorized an existing or new position specifically for the purposes of this clause, for the relevant Academic Unit.
(ii) Before the vote outlined in (c) below, the Provost & Vice-President (Academic) or for appointments at Grenfell Campus, the Vice-President (Grenfell Campus) shall clearly indicate in writing to the members of the Academic Unit or Grenfell Campus Program Unit, how recommending this appointment would affect positions previously approved for that Academic Unit or Grenfell Campus Program Unit.

(b) The Administrative Head has made available an application file for viewing by all members of the academic Unit or Grenfell Campus Program Unit and has arranged interviews and open meetings with the candidate and the ASMs in the Unit, on campus or through Telecommunications Technology;

(c) A two thirds (⅔) majority of the members of the Academic Unit or Grenfell Campus Program Unit who vote by secret ballot on the matter have approved of the recommendation, including the term of the appointment when applicable, in a vote taken in accordance with procedures described in Clause 1.03(j).

(d) Upon request, the University shall advise MUNFA of all Academic Units and Grenfell Campus Program Units that hire under Clause 23.36.

An ASM hired under Clause 11.04 may avail of these provisions either at the date of initial appointment or at the date that her or his position is converted to a tenure track position.

23.37 Notwithstanding the provisions of Clause 23.01, the recommendation for appointment made in Clause 23.36 may, in the case of a regular term appointment, be for a period of up to five (5) years.