

## Article 23

### TERM APPOINTMENTS

- 23.01 Term appointments, both teaching term and regular term, are appointments of an ASM to a position with a defined term of no more than three (3) years which does not lead to a consideration for promotion or tenure, except for the conditions described in Clauses 11.05, 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 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 assigned duties are limited 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 (2) 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 twelve (12) months, teaching shall not be assigned in the Spring semester, and shall only be assigned in either the Intersession or Summer session.
- 23.07 A teaching term appointee with an appointment that is twelve (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 their 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 they are 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 32, teaching term appointees, including retired ASMs, shall be appointed the rank of Teaching Professor, Teaching Associate Professor, Teaching 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 (1) semester, the total number of ASMs with term appointments shall not exceed twenty-five (25) percent of the total number of ASMs.

- 23.13 For all term positions, the Search Committee shall first consider rehiring any applicants who have previously taught Courses at the University. For the purposes of this Article, the Search Committee shall determine the amount of experience 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 Courses which have been taught at the University over the past six (6) years. Term applicants with the most experience shall have the right of first refusal for any term position for which the candidates have qualifications that match those required for the position, as assessed by the Search Committee. Applicants with a documented unsatisfactory record at the University shall not be eligible for the right of first refusal for a term position.
- 23.14 In making term appointments, the University shall follow the procedures set out in Articles 6, 7, 13 or 25 except as follows:
- (a) For all advertised term positions, the Search Committee shall first recommend for rehiring any applicants who have previously taught Courses at the University, and meet the criteria as specified in Clause 23.13. In cases where the applicants have equal experience, the term position shall be offered to the candidate who is most qualified for the position. In cases where two or more candidates are equally qualified, the promotion of equity and diversity shall take precedence;
  - (b) Incumbent term appointees without a documented unsatisfactory record with the University shall be offered the right of first refusal to extensions or renewals of their term appointments without advertising providing that the reappointments or renewals are recommended by the Search Committee as is also specified in Clause 7.19 or Clause 13.20. Right of first refusal for incumbent term ASMs shall be retained following any approved leaves, or breaks in employment as a term ASM at the University of no more than twelve (12) months duration. If incumbent term ASMs refuse extensions or renewals, the position(s) shall be advertised and filled in accordance with Clause 23.14(a). If the number of incumbent term ASM positions is to be reduced from the number in place in the same semester in the previous Academic Year, all term ASM positions then available shall be advertised and the procedures for filling such positions shall be in accordance with Clause 23.14(a);
  - (c) When appointments or extensions of term appointments need to be made urgently, such appointments need not be advertised. In such cases, however, appointments shall be recommended by the Search Committee, and the criteria as specified in Clause 23.13, and Clause 23.14(b), where applicable, shall apply.
- 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, 25, and 31.
- 23.16 The duties and responsibilities of ASMs on regular term appointments shall be those specified in Articles 3, 4, 6, 25 and 31 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 32.31, 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 their Academic Unit. Each term appointee shall have access to the Library as expeditiously as possible following the signing of a contract for a term appointment. Each term appointee shall have access to all relevant support services, including but not limited to university mail and email services and research support services, within two weeks of signing a contract for a term appointment. Such services

shall remain available to such ASMs for at least one semester following the end of a term appointment, unless the individual indicates in writing that they are no longer interested. By the end of the third (3<sup>rd</sup>) week of a teaching semester, the University shall use its best efforts to include information for all term appointees in its website listing of ASMs' 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 their third (3<sup>rd</sup>) year of holding a regular term appointment at the University;
  - (c) 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 their bi-weekly salary added to each bi-weekly salary payment.