

Article 23

MISCELLANEOUS APPOINTMENTS

SUBSIDIZED APPOINTMENTS

23.01 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 their 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

23.02 When it is appropriate for academic or professional reasons, a non-ASM 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. The letter of appointment shall state the privileges and sharing, if any, of duties and responsibilities and shall be copied to the Association.

APPOINTMENTS WHERE THE ACADEMIC UNIT IS NOT KNOWN AT THE OUTSET OF THE SEARCH

23.03 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 6 or 12 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 their appointment. Insofar as is practical, each of the Academic Units in which the successful candidate is likely to take up their appointment should be represented on the special Search Committee.

23.04 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 them to secure an appointment with the Academic Unit. The appointment shall be tenure-track, tenured or regular term.

23.05 The Provost & Vice-President (Academic), Vice-President (Grenfell Campus), or their delegate shall perform the duties of the Administrative Head that are specified in Article 6 or 12 with respect to the appointment.

JOINT APPOINTMENTS AND CROSS APPOINTMENTS

23.06 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 they are named to another unit in which they have a sustained academic or professional interest.

23.07 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.

23.08 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 23.11. 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 23.11.

23.09 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 Heads and shall be confirmed in writing by the Administrative Heads.

- 23.10 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 23.11.
- (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.
- 23.11 The letter of appointment shall be generally in the form set out in Clause 6.29 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 Heads and the ASM.
- 23.12 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.
- 23.13 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 Academic 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

- 23.14 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

- 21.15 When a candidate has been recommended for a tenure-track or tenured position or a term appointment under Clause 10.05 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:
- (a) (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 ($\frac{2}{3}$) 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 the Association of all Academic Units and Grenfell Campus Program Units that hire under Clause 23.15.

An ASM hired under Clause 10.05 may avail of these provisions either at the date of initial appointment or at the date that their position is converted to a tenure-track position.

23.16 Notwithstanding the provisions of Clause 22.01, the recommendation for appointment made in Clause 23.15 may, in the case of a regular term appointment, be for a period of up to five (5) years.