

## Selection and Appointment of Deans

*The yellow highlighted sections are officially proposed in a separate proposal or separate proposals.*

### 5.4.3 Selection and reappointment of administrators

The ~~employer~~~~Board~~ agrees to provide to the Association, before the selection and reappointment of any senior academic administrator, a description of the consultative process that will be followed. ~~The role of members in the selection of deans shall not be altered without the consent of the Association.~~

### \*5.4.4 Selection of a Dean - General

5.4.4.1 Definitions For the purpose of this section, the following definition shall be used.

Regular faculty members: tenured and tenure-track professors, continuing appointment professors, and tenured language teachers of the faculty.

5.4.4.2 The Dean is the senior academic leader of a faculty. They are a representative of the employer, and shall, as per article 3.1.3.1, be excluded from the bargaining unit during their term as Dean.

5.4.4.3 The Dean of a faculty shall be appointed in accordance with the procedures set forth in this article.

5.4.4.4 The procedures set forth in this article shall be applied at the end of a Dean's term or if the post of Dean becomes vacant.

5.4.4.5 Notwithstanding article 5.4.4.3, should the Dean of a faculty become unable to perform her duties, the Vice-President Academic and Provost, in consultation with the body of the regular full-time members of the faculty, may appoint an interim Dean. The term of an interim Dean shall not normally extend beyond twelve (12) months. Should the term of an interim Dean extend beyond twelve (12) months, the Provost shall initiate procedures for the appointment of a new Dean under article 5.4.4.7 without unreasonable delay.

5.4.4.6 As a senior leader, the Dean will have demonstrated excellence and experience with teaching, research and administration functions in an academic setting. The Dean shall also have a demonstrated history of working collaboratively in an environment of collegial decision making. These characteristics shall be considered to be key qualities that a candidate must demonstrate in order to be shortlisted and appointed.

5.4.4.7 Selection and Appointment of a Dean There shall be a selection committee. The committee shall be chaired by the President, unless she chooses to designate either the Vice-President Academic and Provost or the Vice-President of Research to serve in this capacity. The individual serving as chair of this committee shall not vote. Additionally, the committee shall include the following members:

- a) The Vice-President Academic and Provost (unless she is already serving as the chair of this committee);

- b) The Vice-President Research (unless she is already serving as chair of this committee);
- c) Three (3) regular tenured members from different departments or programmes of the faculty concerned -- elected by secret ballot by the regular faculty members of the faculty concerned;
- d) At least two (2) full-time students, one each from the undergraduate and graduate levels, as selected by their respective student organizations;
- e) If necessary, an additional regular tenured faculty member from the faculty concerned, to ensure appropriate representation of Canada's diversity, including differences of race, gender, sexual orientation and first-nations peoples. The existing members of the committee, including those from sections (a) to (d) shall determine if such additional representation is required and shall invite applications from faculty members who represent such diversity.

The vote outlined in article 5.4.4.7(c) shall proceed according to the following process. The President or her delegate will invite all *regular faculty members* to nominate themselves as a candidate for the committee. A randomized list of all candidates will be created and preferential ballots shall be distributed to all *regular faculty members* in the faculty. Members will be asked to rank up to three (3) individuals in order of their preference for inclusion on this committee. First-place votes shall receive three (3) points, second-place votes shall receive two (2) points and third-place votes shall receive one (1) point. Once the votes have been tallied the three individuals receiving the most total points shall be offered the opportunity to serve on the committee. Should one or more choose to decline the opportunity the next highest ranked individual shall be offered the opportunity to serve on the committee, and so forth. Preferential ballots shall be numbered but otherwise unmarked and delivered in a random order (so as to ensure the anonymity of the voter's response) to individual members through the internal mail service, with opaque return envelopes included and pre-addressed to the office of the President. Ballots will be opened in the presence of either the Vice-President Academic and Provost or the Vice-President Research, tallied and certified by both officials. The voting process shall take no more than thirty (30) working days.

5.4.4.8 **Notification of search for Dean** The selection committee shall meet to discuss and develop a hiring notification. The notification shall include explicit reference to the key characteristics as outlined in article 5.4.4.6. All documentation required to be submitted by candidates shall be clearly identified in the job posting (copies of degrees, recommendation letters etc.). The committee shall work collaboratively to develop this posting and shall agree by majority vote to the content of the posting. The notification shall then be circulated widely through academic channels, including in the job postings section of the Academic Matters publication of the Canadian Association of University Teachers (CAUT), as well as any other disciplinary-based publications where qualified candidates are likely to view the job posting.

5.4.4.9 **Faculty consultation** The President, or her delegate, shall invite all regular faculty members to submit to her, in confidence and in writing (without the requirement to use electronic mail), the names of possible candidates and reasons supporting their candidature, it being understood that regular members may self-nominate. At the same time the President will inform members as to whether or not the incumbent is willing to stand as a candidate. Should the incumbent be willing to stand for reappointment to the position of Dean, the

President shall also include an individual ballot to each members of the unit which shall explicitly ask if the member supports the inclusion of the current Dean as a candidate for the position going forward.

5.4.4.10 Without disclosing the origins of the nomination, either through external or internal routes, or the names of the nominating individuals, all candidates for the position of Dean shall be included in a long-list of candidates and distributed to members of the committee by the President or her designate. If the committee decides by majority vote that the potential candidate list is insufficiently diverse, the selection committee may request individuals from within or outside of the university to stand as candidates for the position from specific groups to bolster the diversity of the list (e.g. based-on race, gender, sexual orientation, first-nations status, etc.). All names received by the President, as well as any additional candidates suggested by the committee and accepted by the invited candidate, shall be included in the long-list of candidates, which shall then be communicated to all regular faculty members for a preferential vote.

5.4.4.11 The names on the preferential ballot shall be randomly presented on the voting ballot. The ballots shall also indicate the weighting of their votes, which shall be: three (3) points for every first place vote, two (2) points for every second place vote and one (1) point for every third place vote received. Preferential ballots will be numbered but otherwise unmarked and delivered in a random order (so as to ensure the anonymity of the voter's response) to individual members through the internal mail service, with opaque return envelopes included and pre-addressed to the office of the Vice-President Academic and Provost. Regular faculty members shall be requested to rank a maximum of three (3) individuals from the list that the member judges worthy of progressing to the next stage of the hiring process. Five (5) working days will be provided for members to submit their vote to the Office of the Vice-President Academic and Provost.

5.4.4.12 The sealed preferential ballots shall be opened at the office of the Vice-President and Provost in the presence of the majority of the committee, plus one (1), within five (5) working days of the close of voting. The ballots shall then be tallied (with points accumulated for each vote received as per the preferential values identified in article 5.4.4.11), documented and certified by the members of the committee in writing. The three (3) individuals receiving the most total points shall become the short list of candidates for the position.

5.4.4.13 The name of the incumbent shall be added to the identified short-list as determined through the process established in article 5.4.4.11 only if at least fifty percent (50%) of the answers to the President's request under article 5.4.4.9 list the incumbent as acceptable.

5.4.4.14 Regular faculty members shall be informed of the short list, with candidates listed alphabetically. Candidates from the short-list will then be invited to make a presentation to the university community regarding their application, to meet with university community members (including student groups) and to respond to questions that members may have regarding their candidacy.

5.4.4.15 Regular faculty members shall be provided with a numbered but otherwise unmarked preferential ballot to be distributed randomly (so as to ensure the anonymity of the voter's

response) to individual members through the internal mail service, with opaque return envelopes included and pre-addressed to the office of the Vice-President Academic and Provost. Members will be provided with a ballot on which they will be asked to rank all candidates that they feel are qualified to perform the duties of Dean. The ballots shall indicate the weighting of their votes, which shall be: three (3) points for every first place vote, two (2) points for every second place vote and one (1) point for every third place vote. Members shall be provided with five (5) working days to submit their vote to the office of the Vice-President Academic and Provost.

The selection committee shall also invite faculty members to give more detailed feedback by including a separate, confidential form for written comments in which members can submit written feedback should they so choose.

5.4.4.16 The President, or her designate, shall open the preferential ballots and anonymous written comment forms in the presence of the majority of the committee plus one (1), in the Office of the Vice-President Academic and Provost. The ballots shall then be tallied (using the weighting specified in article 5.4.4.15) documented and certified by the members of the committee in writing. Copies shall be made of the written comments so that each committee member can examine the written feedback as well.

5.4.4.17 The individual receiving the most total points as per article 5.4.4.16 shall be appointed.

5.4.4.18 In truly exceptional circumstances, if a majority of the selection committee votes to state that the elected candidate is incapable of performing the functions of the Dean, the selection committee may recommend the candidate with the next highest support of the faculty to the Senate as an alternative appointment. However, their recommendation must prove that the most highly supported candidate is clearly incapable of fulfilling the role.

5.4.4.19 In such exceptional circumstances, where the selection committee disagrees with the selection determined by the preferential voting as specified in article 5.4.4.18, the President shall transmit to the Senate – and to all the *regular faculty members* of the affected faculty - the following material:

- a) the short list established by the membership vote, as per article 5.4.4.12 and 5.4.4.13;
- b) the results of the written consultation in article 5.4.4.14;
- c) the results of the voting as per article 5.4.4.15 and 5.4.4.16;
- d) the duly proposed and passed motion to disregard the results of the election and convincing reasoning and evidence proving that the elected candidate is incapable of performing the duties of the Dean as per article 5.4.4.18;
- e) the selection committee's alternate recommendation as per article 5.4.4.18 and convincing reasoning and evidence proving that the recommended candidate is a far superior candidate to the candidate that received the highest number of votes.

5.4.4.20 If the Senate appoints a candidate other than the one with the highest total points, it will communicate a detailed explanation of the reasons and evidence justifying its decision to the selection committee and all regular faculty members of the affected faculty. These shall be received at least five (5) working days before the appointment is to be communicated to the successful candidate.

- 5.4.4.21 **Length of mandates for Dean** The initial appointment of a Dean shall be for a term of not more than five years.
- 5.4.4.22 **Recall of a Dean** If at any time, at least twenty (20) percent of the regular academic members of a faculty lose confidence in the ability of the Dean to perform her duties by indicating this in a written communication to the President of the university, the President shall conduct a vote of confidence in the Dean, within thirty (30) days of receipt the written communication. The confidence vote question shall be administered as a written ballot, to be distributed in numbered but otherwise unmarked envelopes to be randomly distributed to regular faculty members, and pre-addressed to the Office of the President. The question members are to be asked is: “Do you have confidence in the ability of the Dean to execute the duties and responsibilities of her position at this time?” Members shall be given the opportunity to provide either a vote of ‘yes’ for their confidence in the Dean to perform her duties and responsibilities or ‘no’ for their non-confidence in the Dean. Members shall be provided five (5) working days to provide their vote to the office of the President.
- 5.4.4.23 Ballots shall be opened in the Office of the President in the presence of no fewer than five (5) elected members of the Senate, within five (5) working days of the close of voting. The ballots shall be tallied, document and certified by the members of the Senate. Results of the vote shall then be communicated to the Dean and the members of the faculty.
- 5.4.4.24 Should greater than fifty percent (50%) of the votes cast, as per article 5.4.4.22 and 5.4.4.23, indicate that they do not have confidence in the Dean, the Dean shall be dismissed from her position as Dean, within thirty (30) days of the notification of the vote.
- 5.4.4.25 The President shall commence the appointment process of a new Dean as per article 5.4.4. A new Dean shall be appointed within six (6) months of the termination of the former Dean.
- 5.4.4.26 This articles applies mutatis mutandis to the selection of the University Librarian.

## Selection and appointment of vice-deans, chairs and programme directors

*The yellow highlighted sections are officially proposed in a separate proposal or separate proposals.*

Replace the entire 37 article with this new version.

### ARTICLE 37 Vice-deans, chairs and programme directors

#### 37.1 General

37.1.1 **Definitions and equivalency of terms** For the purpose of this article, the following definitions and equivalency of terms shall be used:

- a) The term *vice-dean* shall mean *vice-dean*, assistant-dean, associate-dean, interim vice-dean and any other member with similar responsibilities;
- b) The term *academic unit* shall mean a department, school, institute;
- c) The term *chair* shall mean the *chair* or director or an *academic unit*;
- d) The term *chair* includes all following variations: chair, director, assistant-chair or director, interim chair or director and any other member with similar responsibilities;
- e) The term *programme director* shall mean, *programme director* or any other member with responsibilities for directing, leading or managing an academic programme at the undergraduate or graduate levels, it being understood that in some faculties chairs may also serve as programme directors and shall be treated as either for the purposes of this agreement;
- f) *Academic programme faculty members* shall mean all faculty members associated with an academic programme who have previously taught or supervised within the academic programme in the previous five (5) years and/or those who are likely to teach and/or supervise in the programme in the future, given their established expertise.

37.1.2 **Membership** As *vice-deans*, *chairs* and *academic programme directors*' appointments are central to the operation of faculties and *academic units* and provide key oversight and collegial management functions; they shall be staffed by tenured faculty members. *Vice-deans* appointments that are excluded pursuant to article 3.1.3.1 shall be staffed by tenured full-time professors.

37.1.3 **Training** The parties recognize that the skills required to successfully fulfilling the roles, responsibilities and duties of a *vice-dean*, *chair* or *programme director* may not exist in members at the time of their appointment. As such, the parties agree to develop and engage in a joint programme of training activities so as to adequately prepare individuals for these positions. These training activities will include, but shall not be limited to, knowledge of the provisions of this agreement related to their appointments and their interactions with other members of the university.

#### 37.2 Vice-dean

37.2.1 Accountable to the Dean, the *vice-dean* is a senior academic administrator, responsible for providing academic and administrative leadership in respect of (but not limited to) teaching and supervision; the development and delivery of undergraduate and graduate curricula and programmes; creating a fair, equitable, and supportive environment for student learning and engagement; supporting faculty involvement in scholarly, research and creative activity;

stewardship of the human and financial resources of the faculty; representing the faculty in the University; and liaising with the profession and the community.

As a senior leader, the vice-dean will have demonstrated excellence and experience with teaching, research and administration functions in an academic setting. The vice-dean shall also have a demonstrated history of working collaboratively in an environment of collegial decision making. These characteristics shall be considered to be key qualities that a candidate must demonstrate in order to be shortlisted and appointed.

- 37.2.2 *Vice-deans* are required to administer the affairs of the faculty after appropriate consultation with its members, striving to ensure collegiality and collegial decision making within the faculty.
- 37.2.3 Although responsible for carrying out the duties and responsibilities outlined in this article, the *vice-dean* as a member of the faculty remains an academic for whom teaching and research are also fundamental career rights. *Vice-deans* who are not excluded from the bargaining group will not administer discipline of fellow faculty members and will not attend meetings with members where potential discipline is discussed unless approved by the member.
- 37.2.4 The selection process of *vice-deans* shall follow the process in article 37.5.2.
- 37.2.5 **Stipend** The employer shall grant the *vice-dean* an administrative stipend in accordance with 41.6.2. The stipend shall not be less than fifteen percent (15%) of the minimum salary of a Full Professor for each year that the member serves in this capacity. The member can elect to receive a research grant of equivalent value in lieu of part or their entire stipend.
- 37.2.6 **Workload Reduction** The parties recognize that the role of *vice-dean* requires the member to devote a substantial portion of their time to the work of the faculty. As such, the employer shall grant the *vice-dean* a reduction in their workload duties of no less than fifty percent (50%).
- 37.2.7 **Academic Leave** Members who serve as *vice-dean* continue to accumulate credited periods or service years as per article 26.3.3. In addition, members who have served for a minimum of four (4) year term as a *vice-dean* shall be eligible for an additional half-year academic leave at a hundred percent (100%) remuneration upon complete of their term. Members who have served a minimum of eight (8) years as a *vice-dean* shall be eligible for an additional full-year academic leave at a hundred percent (100%) remuneration upon completion of their term.

### **37.3 Chair**

- 37.3.1 The *chair* is responsible for providing academic and administrative leadership in respect of (but not limited to) teaching and supervision; the development and delivery of undergraduate and graduate curricula and programmes; creating a fair, equitable, and supportive environment for student learning and engagement; supporting faculty involvement in scholarly, research and creative activity; stewardship of the human and financial resources of the department; representing the department in the University; and liaising with the profession and the community.
- 37.3.2 The *chair* is required to administer the affairs of the *academic unit* after appropriate consultation with its members, striving to ensure collegiality and collegial decision making within the *academic unit*.
- 37.3.3 In representing the *academic unit* in an official capacity, *chairs* will present the *academic unit's* position. Although responsible for carrying out the duties and responsibilities outlined in this article, the *chair*, as a member of the faculty, remains an academic for whom teaching and

research are also fundamental career rights. *Chairs* are primarily academic leaders. It is further understood that *chairs* will not administer discipline of fellow department members and will not attend meetings with members where potential discipline is discussed unless approved by the member.

- 37.3.4 The selection process of *chairs* shall follow the process in article 37.5.3.
- 37.3.5 **Stipend** The employer shall grant the *chair* an administrative stipend, in accordance with 41.6.2. The stipend shall not be less than ten percent (10%) of the minimum salary of a full professor for each year that the member serves in this capacity. The member can elect to receive a research grant of equivalent value in lieu of part or their entire stipend.
- 37.3.6 **Teaching Workload Reduction** The parties recognize that the role of *chair* requires the member to devote a substantial portion of their time to the work of the faculty. As such, the employer shall grant the *chair* a reduction in their workload duties of no less than fifty percent (50%).
- 37.3.7 **Academic Leave** Members who serve as *chair* continue to accumulate credited periods or service years as per article 26.3.3. In addition, members who have served for a minimum of four (4) years as a *chair* shall be eligible for an additional half-year academic leave at a hundred percent (100%) remuneration upon complete of their term. Members who have served for a minimum of eight (8) years as a *chair* shall be eligible for an additional full-year academic leave at a hundred percent (100%) remuneration upon complete of their term.
- 37.3.8 **Duties and Responsibilities of a *Chair*** The duties and responsibilities of a *chair* may include the following:
- a) Provide leadership and initiative in the development of the *academic unit's* curricula, academic planning, programmes, including liaising with the broader academic community within her discipline where appropriate;
  - b) Take an active role in the career development of members of the academic unit. The chair will encourage the tenure and promotion aspirations of members;
  - c) In keeping with the local norms of the academic unit, convene such regular meetings of the faculty within the academic unit as are required to facilitate collegiality and collegial decision-making. This includes, but is not necessarily restricted to, circulating agendas prior to meetings; arranging for notes (or formal minutes) of meetings to be taken and circulated in timely fashion; and allowing for the presentation of formal motions, discussions and votes as required;
  - d) Annually, arrange a meeting of the faculty members of the academic unit to discuss academic priorities, direction and operational requirements;
  - e) Annually present the non-salary components of the departmental budget to faculty members of the academic unit;
  - f) Oversee the work of such committees as may be established by the academic unit from time to time;
  - g) Represent the academic unit's interests in administrative and academic matters. In cases where the members of the academic unit are divided on a particular matter, the chair will, after appropriate discussion and attempts to reach consensus, represent the views within the academic unit, and where a vote has been taken the view of the majority;
  - h) Administer departmental budgets and staffing plans;



- i) Ensure that departmental committees are constituted and operate transparently in consultation with academic unit faculty members;
- j) Ensure that meetings of the academic unit council take place and are conducted in accordance with Senate Policy and the bylaws of the Council;
- k) Ensure that all academic unit policies are developed and approved by the faculty members of the academic unit or academic unit council in accordance with Senate Policy and the bylaws of the academic unit Council, as appropriate.
- l) Ensure that meetings of the Advisory Council, where one exists, take place and are conducted in accordance with Senate Policy;
- m) Take a leadership role in coordinating the efforts of other faculty appointed to positions of academic administration within the academic unit;
- n) Maintain authority over administrative and clerical functions and staff within the academic unit;
- o) Manage performance evaluations of administration and clerical staff within the academic unit;
- p) Attend faculty executive and faculty council meetings and report to the academic unit significant discussions and actions relevant to the academic unit;
- q) Ensure that effective communication is maintained with students in the academic unit's courses and programmes; involve them, where appropriate, in academic unit activities and discussions; and address student complaints and concerns unresolved by faculty and/or staff;
- r) Ensure that academic unit proposals are discussed, voted upon, and moved toward the appropriate University bodies, ensuring that Senate and other applicable University regulations/policies are observed;
- s) Develop a transparent process for recommending course and teaching assignments (including limited contract assignments) to the dean, such process to include consultation with individual members of the academic unit regarding their respective course and teaching assignments;
- t) Post all approved teaching assignments to faculty members within the department;
- u) Perform such other duties as are specified in this Agreement;
- v) Such other specific expectations as the *chair* and the dean have agreed, provided that they are not inconsistent with this agreement.

#### **37.4 Programme director**

37.4.1 A *programme director* is responsible for providing academic and administrative leadership to the programme they oversee, and the role may include responsibility for: ensuring the quality of teaching and supervision; the development and delivery of undergraduate and graduate curricula and programmes; creating a fair, equitable, and supportive environment for student learning and engagement; supporting faculty involvement in scholarly, research and creative activity; stewardship of the human and financial resources of their academic programmes; representing the programme in the University; and liaising with the profession and the community.

37.4.2 The programme director is required to administer the affairs of the programme after appropriate consultation with its members, striving to ensure collegiality and collegial decision making within the programme.

- 37.4.3 In representing the programme in an official capacity, programme directors will present the position of the academic programme faculty members. Although responsible for carrying out the duties and responsibilities outlined in this article, the *programme director*, as a member of the faculty, remains an academic for whom teaching and research are also fundamental career rights. *Programme directors* are primarily academic leaders. It is further understood that *programme directors* will not administer discipline with respect to members and will not be requested to attend meetings with members where discipline is imposed.
- 37.4.4 The selection process of *programme directors* shall follow the process in article 37.5.4
- 37.4.5 **Stipend** The employer shall grant the *programme director* an administrative stipend, in accordance with 41.6.2. The stipend shall not be less than five percent (5%) of the minimum salary of a full professor for each year that the member serves in this capacity. In situations where a formal evaluation and revision of a programme are taking place, this amount shall rise to ten percent (10%) for the duration of the academic years during which the review process take place. The member can elect to receive a research grant of equivalent value in lieu of their stipend.
- 37.4.6 **Teaching Workload Reduction** The parties recognize that the role of *programme director* requires the member to devote a substantial portion of their time to the work of the academic programme. As such, the employer shall grant the *programme director* a reduction in their workload duties of no less than twenty-five percent (25%). In situations where a formal evaluation and revision of a programme are taking place, this workload reduction shall rise to no less than fifty percent (50%) for the duration of the academic years during which the review process take place.
- 37.4.7 **Academic Leave** Members who serve as *programme director* continue to accumulate credited periods or service years as per article 26.3.3. In addition, members who have served for six (6) years as a *programme director* shall be eligible for an additional half-year academic leave at a hundred percent (100%) remuneration upon complete of their term.
- 37.4.8 **Duties and responsibilities** The duties and responsibilities of *programme directors* may include the following:
- a) Provide leadership and initiative in the development of the programme’s curricula, academic planning, programmes, including liaising with the broader academic community within her discipline where appropriate;
  - b) Take an active role in the career development of members of the academic unit. The programme director will encourage the tenure and promotion aspirations of members;
  - c) In keeping with the local norms of the academic unit and programme, convene such regular meetings of the faculty within the academic unit and programme as are required to facilitate collegiality and collegial decision-making relating to their programme. This includes, but is not necessarily restricted to, circulating agendas prior to meetings; arranging for notes (or formal minutes) of meetings to be taken and circulated in timely fashion; and allowing for the presentation of formal motions, discussions and votes as required;
  - d) Annually, arrange a meeting of the faculty associated with the academic programme to discuss academic priorities, direction and operational requirements;
  - e) Annually present the non-salary components of the programme budget to faculty members of the academic unit;

- f) Oversee the work of such committees related to the academic programme as may be established by the academic unit or programme from time to time, including those committees associated with the regular evaluation and review programmes by both internal and external bodies;
- g) Represent the academic programme's interests in administrative and academic matters. In cases where the members of the academic unit/programme are divided on a particular matter, the programme director will, after appropriate discussion and attempts to reach consensus, represent the views of the majority of the faculty members of the academic unit/programme;
- h) Administer programme budgets and staffing plans;
- i) Ensure that all programme policies are developed and approved by the faculty members of the academic unit/programme or academic unit/programme council in accordance with Senate Policy and the bylaws of the Department Council, as appropriate.
- j) Ensure that meetings of the Advisory Council, where one exists, take place and are conducted in accordance with Senate Policy;
- k) Maintain authority over administrative and clerical functions and staff associated with the academic programme;
- l) Attend central administrative meetings and report to faculty members associated with the programme significant discussions and actions relevant to the academic programme;
- m) Ensure that effective communication is maintained with students in the academic programme; involve them, where appropriate, in academic programme activities and discussions; and address student complaints and concerns unresolved by faculty and/or staff;
- n) Ensure that proposals for the academic programme brought forward by members are discussed, voted upon, and moved toward the appropriate University bodies, ensuring that Senate and other applicable University regulations/policies are observed;
- o) Develop a transparent process for recommending course and teaching assignments (including limited contract assignments) to chairs, vice-deans and the Dean, such process to include consultation with individual members of the academic unit/programme regarding their respective course and teaching assignments;
- p) Perform such other duties as are specified in this Agreement;
- q) Such other specific expectations as the *programme director* and the *chair* (or Dean, if the programme is not housed in a specific academic unit) have agreed, provided that they are consistent with article 7.1.1 and are not inconsistent with this Agreement.

## 37.5 Selection and appointment

37.5.1 **Definitions** For the purpose of this section, the following definitions shall be used.

*Regular faculty members*: tenured and tenure-track professors, **Continuing Appointment Professors**, and tenured language teachers of the faculty.

*Regular academic unit members*: tenured and tenure-track professors, **Continuing Appointment Professors**, and tenured language teachers of academic unit.

### 37.5.2 Selection and appointment of vice-deans

37.5.2.1 The *vice-dean* shall be appointed in accordance with the procedures set forth in this article. Pursuant to article 3.1.3.1, except in a faculty where the majority of the academic staff are

excluded under 3.1.3.1(c), the vice-dean must be a tenured, regular member of the faculty during her mandate.

- 37.5.2.2 The procedures set forth in this article shall be applied at the end of a vice-dean's term or if the post of vice-dean becomes vacant.
- 37.5.2.3 Notwithstanding 37.5.2.2, should a vice-dean become unable to perform her duties, the Dean, in consultation with the regular members of the faculty, may appoint an interim vice-dean. The term of an interim vice-dean shall not normally extend beyond twelve (12) months. Should the term of an interim vice-dean extend beyond twelve (12) months, the Dean shall initiate procedures for the appointment of a new vice-dean under 37.5.2.4.
- 37.5.2.4 **Selection committee** There shall be a new selection committee for the appointment of each vice-dean. The committee shall be *chaired* by the Dean, of the faculty concerned, who shall not be a voting member, and shall have representatives appointed from the following areas exclusively
- (a) The Vice-President Academic and Provost or her delegate from a senior administrative appointee, such as an Associate Vice-President Academic;
  - (b) Three (3) *regular faculty members* of the faculty concerned -- elected by secret preferential ballot by the *regular faculty members* of the faculty concerned;
  - (c) If necessary, an additional regular tenured faculty member from the faculty concerned, to ensure diversity such as differences of race, gender, sexual orientation and first-nations peoples. The existing members of the committee, including those from sections (a) and (b) shall determine if such additional representation is required and shall invite applications from faculty members who represent such diversity.

The vote outlined in 37.5.2.4(b) will proceed according to the following process. The Dean or her delegate will invite all *regular faculty members* to nominate themselves as a candidate for the committee. A randomized list of all candidates will be created and preferential ballots shall be distributed to all *regular faculty members* in the faculty. Members will be asked to rank up to 3 individuals in order of their preference for inclusion on this committee. First-place votes shall receive three (3) points, second-place votes shall receive two (2) points and third-place votes shall receive one (1) point.

Once the votes have been tallied the three individuals receiving the most total points shall be offered the opportunity to serve on the committee. Should one or more choose to decline the opportunity the next highest ranked individual shall be offered the opportunity to serve on the committee, and so forth. Preferential ballots shall be numbered but otherwise unmarked and delivered in a random order (so as to ensure the anonymity of the voter's response) to individual members through the internal mail service, with opaque return envelopes included and pre-addressed to the office of the Dean. Ballots will be opened in the presence of the Vice-President Academic and Provost and the Dean, and then be tallied and certified by both officials.

- 37.5.2.5 **Faculty consultation for selection** The dean, or her delegate, shall invite all *regular faculty members* to submit to her, in confidence and in writing (without the requirement to use electronic mail), the names of possible candidates and reasons supporting their candidature, it being understood that regular members may self-nominate. At the same time the Dean will inform members as to whether or not the incumbent is willing to stand as a candidate. Should the incumbent be willing to stand for reappointment to the position of vice-dean, the Dean shall also include an individual ballot to each *regular faculty members*, which shall explicitly ask if the

member supports the inclusion of the current vice-dean as a candidate for the position going forward.

Without disclosing the origins of the nomination, either through external or internal routes, or the names of the nominating individuals, all candidates for the position of vice-dean shall be included in a long-list of candidates and distributed to members of the committee by the Dean. If the committee decides by majority vote that the potential candidate list is insufficiently diverse, the selection committee may request individuals from within the university to stand as candidates for the position from specific groups to bolster the diversity of the list (e.g. based-on race, gender, sexual orientation, first-nations status etc.). All names received, as well as any additional candidates suggested by the committee and accepted by the invited candidate, shall be included in the long-list of candidates, which shall then be communicated to all *regular faculty members* for a preferential vote.

The names on the preferential ballot shall be randomly presented on the voting ballot. The ballots shall also indicate the weighting of their votes, which shall be: three (3) points for every first place vote, two (2) points for every second place vote, and one (1) point for every third place vote received. Preferential ballots will be numbered but otherwise unmarked and delivered in a random order (so as to ensure the anonymity of the voter's response) to individual members through the internal mail service, with opaque return envelopes included and pre-addressed to the office of the Dean. Regular faculty members shall be requested to rank a maximum of three (3) individuals from the list that the member judges worthy of progressing to the next stage of the hiring process. Five (5) working days will be provided for members to submit their vote to the Office of the Dean.

The sealed preferential ballots shall be opened at the office of the Dean in the presence of the majority of the committee, plus one (1), within five (5) working days of the close of voting. The ballots shall then be tallied (with points accumulated for each vote received as per the preferential values identified in article 5.4.4.8), documented and certified by the members of the committee in writing. The three (3) individuals receiving the most total points shall become the short list of candidates for the position.

The name of the incumbent shall be added to the identified short-list as determined through the process established in article 5.4.4.10 only if at least fifty percent (50%) of the answers to the President's request under 5.4.4.7 list the incumbent as acceptable.

37.5.2.6 *Regular faculty members* shall be informed of the short list, with candidates listed alphabetically. Candidates from the short-list will then be invited to make a presentation to the university community regarding their application, to meet with university community members (including student groups) and to respond to questions that members may have regarding their candidacy.

37.5.2.7 *Regular faculty members* shall be provided with a numbered but otherwise unmarked preferential ballot to be distributed randomly (so as to ensure the anonymity of the voter's response) to individual members through the internal mail service, with opaque return envelopes included and pre-addressed to the office of the Dean. Members will be provided with a ballot on which they will be asked to rank all candidates from the short list that they feel are qualified to perform the duties of Dean. The ballots shall indicate the weighting of their votes, which shall be: three (3) points for every first place vote, two (2) points for every second place vote, and one (1) point for every third place vote. Members shall be provided with five (5) working days to submit their vote to the office of the Dean.

The selection committee shall also invite faculty members to give more detailed feedback by including a separate, confidential form for written comments in which members can submit written feedback should they so choose.

The Dean shall open the preferential ballots and anonymous written comment forms in the presence of the majority of the committee plus one (1), in the Office of the Dean. The ballots shall then be tallied (using the weighting specified in article 5.4.4.13) documented and certified by the members of the committee in writing. Copies shall be made of the written comments so that each committee member can examine the written feedback as well.

- 37.5.2.8 The individual receiving the most total points as per article 37.5.2.11 shall be appointed.
- 37.5.2.9 In truly exceptional circumstances, if a majority of the selection committee votes to state that the elected candidate is incapable of performing the functions of the vice-dean, the selection committee may recommend the candidate with the next highest support of the faculty to the Senate as an alternative appointment. However, their recommendation must prove that the most highly supported candidate is clearly incapable of fulfilling the role.
- 37.5.2.10 In such exceptional circumstances, where the selection committee disagrees with the selection determined by the preferential voting as specified in article 37.5.2.11, the Dean shall transmit to the Senate – and to all the regular faculty members of the affected faculty - the following material:
- a) the results of the vote to determine the short list (as per 37.5.2.5);
  - b) the results of the voting to determine the winning candidate (as per article 37.5.2.7) and the accompanying written feedback;
  - c) the duly proposed and passed motion to disregard the results of the election and convincing reasoning and evidence proving that the elected candidate is incapable of performing the duties of the vice-dean as per article 37.5.2.9;
  - d) the selection committee’s alternate recommendation as per article 37.5.2.9 and convincing reasoning and evidence proving that the recommended candidate is a far superior candidate to the candidate that received the highest number of votes.
- 37.5.2.11 If the Senate appoints a candidate other than the one with the highest total points, it will communicate a detailed explanation of the reasons and evidence justifying its decision to the selection committee and all regular faculty members of the affected faculty. These shall be received at least five (5) working days before the appointment is to be communicated to the successful candidate.
- 37.5.2.12 A copy of the letter of appointment of each *vice-dean* will be provided to the Association.
- 37.5.2.13 Length of Mandate** The initial appointment of a vice-dean shall be for a term of not more than five years. A *vice-dean* shall not serve for more than two (2) terms or ten (10) consecutive years, whichever is less.
- 37.5.2.14 Recall** If at any time, at least twenty (20) percent of the *regular faculty members* of a faculty lose confidence in the ability of the vice-dean to perform her duties by indicating this in a written communication to the Dean of the faculty and the President of the university, the President shall conduct a vote of confidence in the vice-dean, within thirty (30) days of receipt the written

communication. The confidence vote question shall be administered as a written ballot, to be distributed in numbered but otherwise unmarked envelopes to be randomly distributed to regular faculty members, and pre-addressed to the Office of the President. The question members are to be asked is: “Do you have confidence in the ability of the vice-dean to execute the duties and responsibilities of her position at this time?” *Regular faculty members* shall be given the opportunity to provide either a vote of ‘yes’ for their confidence in the vice-dean to perform her duties and responsibilities or ‘no’ for their non-confidence in the vice-dean. Members shall be provided five (5) working days to provide their vote to the office of the President.

Ballots shall be opened in the Office of the President in the presence of no fewer than five (5) elected members of the Senate, within five (5) working days of the close of voting. The ballots shall be tallied, document and certified by the members of the Senate. Results of the vote shall then be communicated to the vice-dean and the members of the faculty.

Should greater than fifty percent (50%) of the votes cast, as per article 5.4.4.19 and 5.4.4.20, indicate that they do not have confidence in the vice-dean, the vice-dean shall be dismissed from her position as vice-dean, within thirty (30) days of the notification of the vote.

In this case, the Dean shall commence the appointment process of a new vice-dean as per article 37.5.2. A new vice-dean shall be appointed within six (6) months of the termination of the mandate of the former vice-dean.

### **37.5.3 Selection and appointment of Chairs**

#### **37.5.3.1 General**

- a) Following the principle of collegial governance central to the university environment, and taking into account the significant diversity of practices and norms across different departments and academic units, *Chairs* shall be appointed in accordance with the procedures set forth in this article.
- b) Pursuant to article 3.1.3.1, except in a faculty where the majority of the academic staff are excluded under 3.1.3.1(c), the chair must be a tenured, regular member of the faculty during her mandate.
- c) The procedures set forth in this article shall be completed no less than three (3) months before the end of the previous chair’s term so that the new chair has the opportunity to transition into the role effectively.
- d) Notwithstanding 37.5.3.1(c), should a *chair* become unable to perform her duties due to an emergency or unforeseen events and must temporarily withdraw as chair, or permanently resign, an emergency interim chair may be appointed by the dean for no more than three (3) months, provided the proposed interim chair is ratified by a majority vote of the regular faculty members of the unit in question. During this three (3) month period, it is expected that the unit in question would undertake its normal appointment procedure to elect a new chair (either for a shorter mandate than normal, if the regular chair will be able to take up her duties again within a reasonable amount of time, or for a normal mandate if the regular chair has resigned permanently).

37.5.3.2 **Selection and Appointment** Each academic unit will vote to create an elections committee consisting of no more than five (5) *regular academic unit members* to oversee the elections process.

This committee will propose an appropriate election process to the general assembly of the academic unit in question. At minimum, however, it will include a nomination process that is open to all *regular academic unit members* within that unit; a confidential vote of all *regular academic unit members* to determine the short list of candidates for chair; open presentations by short listed members; and a final confidential vote of all regular faculty members to determine the chair.

The elections committee will then transmit a report with a description of the process, the results of the two votes, and the name of the winning candidate, to the Dean. The selected candidate shall then be considered appointed and the Dean and candidate will determine the appropriate remuneration and workload reduction as per 37.3.

37.5.3.3 A copy of the letter of appointment of each *chair* will be provided to the Association.

37.5.3.4 **Length of Mandate** The appointment of a *Chair* shall be for a term of not more than five years.

#### 37.5.4 **Selection and Appointment of Programme Directors**

##### 37.5.4.1 **General**

- a) Following the principle of collegial governance central to the university environment, and taking into account the significant diversity of practices and norms across different departments and academic units, *programme directors* shall be appointed in accordance with the procedures set forth in this article.
- b) *Programme directors* shall be appointed in accordance with the procedures set forth in this article. Pursuant to article 3.1.3.1, except in a faculty where the majority of the academic staff are excluded under 3.1.3.1(c), the programme director must be a tenured, regular member of the faculty during her mandate.
- c) The procedures set forth in this article shall be completed no less than three (3) months before the end of the previous chair's term so that the new chair has the opportunity to transition into the role effectively.
- d) Notwithstanding 37.5.2(c), should a programme director become unable to perform her duties due to an emergency or unforeseen events and must temporarily withdraw, or permanently resign, her position as *programme director*, an *emergency programme director* may be appointed by the chair (or dean, if the programme is not housed in an academic unit) for no more than six (6) months, provided the proposed interim chair is ratified by a majority vote of the regular faculty members of the unit in question. During this 3 month period, it is expected that the unit in question would undertake its normal appointment procedure to elect a new chair (either for a shorter mandate than normal, if the regular chair will be able to take up her duties again within a reasonable amount of time, or for a normal mandate if the regular chair has resigned permanently)

37.5.4.2 **Selection and appointment** Each academic unit will vote to create an elections committee consisting of no more than five (5) *regular academic unit members* to oversee the elections process for the role of *programme director*. If the programme is not housed within an academic unit, the



Dean will ask the *regular faculty members* officially associated with a given programme to vote to create an selections committee consisting of no less than five (5) *regular faculty members* who teach in the programme.

This committee will propose an appropriate election process to the general assembly of the academic unit in question. At minimum, however, it will include a nomination process that is open to all *regular academic unit members* within that unit; a confidential vote of all *regular academic unit members* to determine the short list of candidates for programme director; open presentations by short listed members; and a final confidential vote of all *regular academic unit members* to determine the programme director.

The elections committee will then transmit a report with a description of the process, the results of the two votes, and the name of the winning candidate, to the Chair (or dean if the programme is not housed in an academic unit) who will then transmit the results to the Dean. The selected candidate shall then be considered appointed and the Dean and candidate will determine the appropriate remuneration and workload reduction as per 37.4.

37.5.4.3 A copy of the letter of appointment of each *programme director* will be provided to the Association.

**37.5.4.4 Length of Mandate** The appointment of a *programme director* shall be for a term of not more than five years.

## APUO PROPOSAL – Presented to the employer on 5 November 2015

### Election and Training of DTPC, FTPC and LPC

14.1.3.2 All tenured staff members of a faculty who are members of the bargaining unit may be members of the FTPC, it being understood that:

(a) the chair of a department, the secretary of a faculty or section, the associate deans, the assistant deans, and the vice-deans may not be committee members;

(b) a professor may not be a committee member for more than two (2) consecutive full terms;

(c) members of a DTPC may not concurrently be members of the FTPC;

(d) once a member has accepted to stand as a nominee, their nomination must be presented to the general assembly.

#### 14.1.4 Term of office and vacancies

14.1.4.2 Before taking office, every newly elected FTPC members shall participate in a half-day workshop on the collective agreement delivered by the APUO.

~~14.1.4.23~~ Members of the FTPC who anticipate being absent more than one (1) month during the fall or winter term, or who are absent from three (3) consecutive FTPC meetings, shall resign from the committee; any vacancy thus created shall be filled by means of an election in accordance with 14.1.3.1.

~~14.1.4.43~~ Persons who are, at the time of ratification of this agreement and pursuant to the previous collective agreement between the parties, members of an FTPC, shall be deemed to be members of the FTPC for the purposes of this agreement.

#### 15.1.4 Term of office and vacancies

15.1.4.2 Before taking office, every newly elected DTPC member shall participate in a half-day workshop on the collective agreement delivered by the APUO.

~~15.1.4.23~~ Members who anticipate being absent more than one (1) month during the fall or winter term, or who are absent from three (3) consecutive DTPC meetings, shall resign from the committee; any vacancy thus created shall be filled by means of an election, at the next meeting of the department assembly if possible, held according to procedures established by the assembly.

~~15.1.4.34~~ Persons who are, at the time of ratification of this agreement and pursuant to the previous collective agreement between the parties, members of a DTPC, shall be deemed to be members of the DTPC for the purposes of this agreement.

#### 16.1.2 Term of office and vacancies

16.1.2.2 Before taking office, every newly elected LPC member shall participate in a half-day workshop on the collective agreement delivered by the APUO.

~~16.1.2.23~~ Members of the LPC who anticipate being absent for more than one (1) month, or who are absent from three (3) consecutive meetings of the LPC, shall resign from the committee; any vacancy thus created shall be filled by means of an election, to be held as soon as possible and according to the same procedures as those set forth in 16.1.1.2.

#### 16.2.2 Term of office and vacancies

16.2.2.2 Before taking office, every newly elected TPCI member shall participate in a half-day workshop on the collective agreement delivered by the APUO.

**APUO PROPOSAL** – Presented to the employer on 5 November 2015

- | 16.2.2.~~23~~ Members of the TPCI who anticipate being absent for more than 1 month during the fall or winter term, or who are absent from 3 consecutive TPCI meetings, shall resign from the TPCI. Any vacancy so created shall be filled by means of an election, to be held as soon as possible and according to the same procedures as set out in 16.2.1.1(d) and 16.2.1.2.

## Protect voting rights of APUO members

5.5.2.1 For any department, the department assembly shall be defined as in article 195 of the document entitled University Government, ~~as amended from time to time by the Senate after consulting the department assembly or assemblies concerned.~~ As defined in article 195, the departmental assembly shall consist of regular full-time professors, as defined in article 5.5.2.2, and a set number of its students.

\*5.5.2.2 ~~Until amended, t~~The term "full-time professors" as used in said article 195 shall mean regular professors, replacement professors, research fellows, and professors with cross-appointments where the statement of cross-appointment indicates clearly that the professor in question has full voting rights in the departmental assembly, but shall exclude visiting professors and adjunct professors.

Notwithstanding the preceding, if a professor excluded pursuant to article 3.1.3.1(c) is cross-appointed to a department that is not a clinical department of the Faculty of Medicine, they will not be granted voting rights toward election of FTPC or DTPC or on any budgetary issue.

5.5.2.3 **Frequency of Meetings** The departmental assembly shall meet as regularly as is necessary for it to discharge its primary responsibilities for ensuring that a collegial decision making process is followed, as per article 5.4.1. Notwithstanding the previous, there shall not be fewer than five (5) meetings of the departmental assembly per academic year.

5.6.3 ~~School of Management,~~ Faculty of Education

\*5.6.3.1 With respect to the ~~School of Management and the~~ Faculty of Education, any reference in this agreement to a "department", "department assembly", "DTPC", or "chair", shall be read, with the necessary modifications and subject to 5.6.3.2 and 5.6.3.3, as a reference to the "faculty", "faculty council", "FTPC", or "dean" respectively. Subject to 5.6.3.2 and 5.6.3.3 and any necessary modifications, the functions assigned in this agreement to the DTPC or chair shall be assumed by the FTPC or dean, respectively.

\*5.6.3.2 Where this agreement calls for a recommendation by the DTPC and by the FTPC, the part of the agreement referring to the DTPC is not applicable with respect to the ~~School of Management or the~~ Faculty of Education. Where this agreement calls for an assessment, recommendation, or the like by the chair prior to a recommendation or decision by the dean, the part of the agreement referring to the chair is not applicable with respect to the ~~School of Management or the~~ Faculty of Education.

\*5.6.3.3 Notwithstanding 5.6.3.2, the following provisions apply in the ~~School of Management and the~~ Faculty of Education.

(a) With respect to 22.2.4.1, the faculty council shall determine the consultations that must be undertaken prior to the dean's determination of a member's teaching assignment.

(b) With respect to article 17, the faculty council shall determine the consultations that must be undertaken in lieu of consulting the department or the DTPC.

5.6.4 **School of Management**

5.6.4.1 With respect to the School of Management any reference in this agreement to a "department", "department assembly", "DTPC", or "chair", shall be read, with the necessary modifications and subject to 5.6.3.2 and 5.6.3.3, as a reference to the "section", "section meeting", "FTPC", or "Section Coordinator" respectively. Subject to 5.6.3.2 and 5.6.3.3 and any necessary modifications,

the functions assigned in this agreement to the DTPC or chair shall be assumed by the FTPC or Section Coordinator, respectively.

5.6.4.2 Where this agreement calls for a recommendation by the DTPC and by the FTPC, the part of the agreement referring to the DTPC is not applicable with respect to the School of Management. Where this agreement calls for an assessment, recommendation, or the like by the chair prior to a recommendation or decision by the dean, the part of the agreement referring to the chair shall refer to the Section Coordinator.

\*5.6.45 Other members not affiliated with departments

The provisions of 5.6.3.1 and 5.6.3.2 apply, mutatis mutandis, to the processing of recommendations and decisions concerning faculty members who do not have an appointment in a specific department. Faculty members whose primary appointment is not to a department, school, or faculty, but to an academic unit such as the Institute for Women's Studies, shall be consulted with respect to 22.2.4.1 and article 17 as if the unit were a department.

17.1.3.2 The department's recommendation shall be made by an appointments committee composed of either the DTPC or the departmental assembly or a group of assembly members designated by it, it being understood that the departmental assembly shall decide the method to be used. Furthermore, it is understood that, regardless of the method, the curricula vitae of all candidates shall be made available to all regular professors in the department. Access to other documents, including letters of reference, shall be regulated by the departmental assembly.  
Notwithstanding the preceding, the appointments committee must be comprised of a majority of APUO members.

## Information

*The yellow highlighted sections are officially proposed in a separate proposal or separate proposals.*

\*3.3.1 Without restricting the obligations described in other articles of this collective agreement, the Employer informs the Association as per the following:

- (c) yearly reports on June 30:
  - (i) of the budgetary spending allocated for teaching staff categories pursuant to article 7.3.1(a);
  - (ii) of the number of teaching staff pursuant to article 7.3.1(c);
  - (iii) of all information related to members teaching duties pursuant to article 22.2.1.10;
  - (iv) of all information related to patents pursuant to article 35.1.2.4 and 35.1.3.5;
  - (v) of the exit interview public summary report pursuant to article 38.4;
  - (vi) a list, per term, of all courses taught by non-members (identity redacted) as per article 7.

**3.3.3 Information** The Employer undertakes to provide the following information to the Association:

- a) public agenda and accompanying materials of the Senate, Executive Committee of the Senate, Committee on Academic Planning, Council on Undergraduate Studies, Committee on Honorary Degrees, Senate Committee on the Evaluation of Undergraduate Programs, Senate Committee on Teaching and Teaching Evaluation, Senate Appeals Committee, Standing Committee on Francophone Affairs and Official Languages, Executive Committee of the Board of Governors, Committee on Governance and Nominating, Joint Committee of the Senate and the Board of Governors, Audit Committee, Finance and treasury Committee, Pension Plan Committee, Pension Fund Investment Committee, Advisory Committee on Campus Development, President's Council on External Relations, Ombudsperson Advisory Committee five (5) days prior to the meeting.
- b) minutes of the Senate, Executive Committee of the Senate, Committee on Academic Planning, Council on Undergraduate Studies, Committee on Honorary Degrees, Senate Committee on the Evaluation of Undergraduate Programs, Senate Committee on Teaching and Teaching Evaluation, Senate Appeals Committee, Standing Committee on Francophone Affairs and Official Languages, Board of Governors, Executive Committee of the Board of Governors, Committee on Governance and Nominating, Joint Committee of the Senate and the Board of Governors, Audit Committee, Finance and treasury Committee, Pension Plan Committee, Pension Fund Investment Committee, Advisory Committee on Campus Development, President's Council on External Relations, Ombudsperson Advisory Committee;
- c) a copy of the latest University budget and budget reports when circulated to the Board;
- d) names and professional addresses of members of the Board of Governors and Senate, and of Board and Senate committees, and
- e) such other information as the Parties agree from time to time.

7.3.1 The Employer's liaison officer advises the Association:

- (a) of the budgets, as of 1 May of the current year, which have been allocated in each faculty for the appointment of teaching staff with professorial ranks and language teachers who are

- members of the bargaining unit, visiting or seconded professors, part-time professorssessional lecturers, and students assigned teaching duties;
- (b) of the salaries paid in each faculty during the fiscal year in the categories described above;
- (c) of the number of teaching staff, as of 1 May of the current year, with professorial ranks and language teachers who are members of the of the bargaining unit, visiting or seconded professors, part-time professors, and students with assigned teaching duties.

## Increase APUO input in visiting professor hiring

*The yellow highlighted sections are officially proposed in a separate proposal or separate proposals.*

\*3.3.1 Without restricting the obligations described in other articles of this collective agreement, the Employer informs the Association as per the following:

(c) yearly reports on June 30:

(i) of the budgetary spending allocated for teaching staff categories pursuant to article 7.3.1(a);

(ii) of the number of teaching staff pursuant to article 7.3.1(c);

(ii) of all information related to members teaching duties pursuant to article 22.2.1.10;

(iv) of all information related to patents pursuant to article 35.1.2.4 and 35.1.3.5;

(v) of the exit interview public summary report pursuant to article 38.4;

(vi) a list, per term, of all courses taught by non-members (identity redacted) as per article 7.

Section 7.1 **\*Conditions** The parties recognize that members of the Association have primary responsibility for the development of academic programmes, the development of pedagogies and teaching at the University. As such, members shall be given preference over any non-members in the allocation of the teaching of courses on campus. Persons who are not members of the bargaining unit covered

by this agreement, hereinafter called non-members, may be assigned work of the type normally included in the workload of members of the bargaining unit only under the following conditions.

(c) Any courses which are not staffed by members of the bargaining unit as part of their assigned teaching load may be assigned to APTPUO part-time professors, sessional lecturers, visiting professors or ~~professors~~ seconded ~~professors from other institutions~~. In any two (2) consecutive terms, a sessional lecturer or an APTPUO part-time professor, visiting or seconded professors shall not be given a teaching assignment equivalent to more than five (5) regular one-term courses.

17.2.2 Visiting professor

\*17.2.2.1 A person may be appointed as a visiting professor in an academic unit, provided:

(a) the appointee is a recognized scholar or artist whose presence will enhance the breadth or quality of the University's scholarly or teaching activities; and

(b) the appointee holds a continuing appointment, or has established a career, outside the University of Ottawa, or is retired; and

(c) the majority of the members of the appropriate unit assembly agrees to the appointment by way of a public vote.

\*17.2.2.2 The initial appointment of a visiting professor shall be for a term not exceeding 24 months. A visiting professor may be reappointed once, it being understood that the total duration of the appointment may not exceed 36 months.



## Definitions of academic postings

- 17.1.2 Identifying a position The parties agree that the collegial process begins with the hiring of academics into faculties and departments. The parties further agree that academic hiring must address the teaching, researching and service activities of academic units. As such, the parties agree that defining academic positions to be recruited must be approached together.
- 17.1.2.1 Defining academic needs Each year, the DTPC of a faculty shall engage in a review of the teaching and researching needs of the department, by 1 April of each academic year. The results of this review shall be a recommendation to the department regarding the teaching and researching needs of the department for the following three (3) years. This recommendation will identify the academic hiring needs including the qualifications and expertise required of candidates for any identified positions.
- 17.1.2.2 Departmental approval The results of the process defined in Article 17.1.2.1 shall be communicated to the department. The Departmental Assembly shall then engage in a discussion of the results of the aforementioned review, leading to a duly proposed and approved proposal for the academic hiring needs of the department for the following three (3) years. The approved proposal shall then be communicated to the FTPC and the dean of the faculty, by 1 May of the academic year.
- 17.1.2.3 Subsequent to receiving all approved proposals of the departments of the faculty, the FTPC shall undertake a prioritization of the hiring needs for the faculty, taking into consideration issues such as student to professor ratios, expected growth/decline in enrollments, potential retirements etc. The results of this prioritization, with justification for their ranking, shall then be communicated to the faculty, each DTPC and the dean by 1 July of the academic year.
- 17.1.2.4 The dean shall communicate to the faculty her hiring priorities for the following three years, providing detailed explanations where the choices made differ from those proposed by the FTPC, by 15 August of the academic year.

[Existing Article 17.1.2 to be renumbered 17.1.3]