

Approval Date: March 2, 2009

Parent Policy: [Contract Review and Signing Authority Policy](#)

## Appointment of Faculty Procedure

<b>Office of Administrative Responsibility:</b>	Faculty Relations Provost and Vice-President (Academic) Employment Services (Human Resource Services)
<b>Approver:</b>	General Faculties Council Executive Provost and Vice-President Academic
<b>Scope:</b>	Compliance with University procedure extends to all members of the University community.

### Overview

The appointment of faculty members is subject to the terms of the Faculty Agreement, University Board of Governors and GFC policies, and procedures enacted by the Provost and Vice President (Academic).

### Purpose

These procedures outline the steps to be taken to initiate and to complete the **Appointment Contract** of faculty members as a **staff member with tenure** or a **staff member on probation leading to consideration for tenure**.

## **PROCEDURE**

### 1. HIRING PROCESS

- a. The Dean shall provide an outline of the Faculty's hiring process for faculty Appointment Contracts to Faculty Relations for approval by the Provost and Vice-President (Academic).
- b. All verbal or written discussions throughout the hiring process must include explicit communication to the candidate that appointment to the University is subject to issuance and execution of a formal Appointment Contract comprised of the **Letter of Appointment** and **Part B – Supplementary Conditions** as described in this procedure.
- c. The Dean (or designate) may at any time enter into preliminary (verbal or written) discussions with a candidate regarding appointment as a faculty member at the University.
- d. The candidate may initially be issued an Appointment Proposal (as described below in this procedure) prior to the issuance of the Appointment Contract.
- e. A candidate will not be formally appointed to the University unless the Appointment Contract has been completed and a fully executed copy has been returned to the University prior to the effective date of the appointment.

### 2. APPOINTMENT CONTRACT

- a. The Dean shall prepare one (or more) Part B - Supplementary Conditions template(s) with the assistance of Faculty Relations, for the approval of the Provost. Once these templates are finalized, they will become the standard pre-approved templates for all Appointment Contracts unless otherwise provided in these procedures.
- b. The Letter of Appointment and Part B – Supplementary Conditions constitutes the entire formal appointment contract between the candidate and the University and must:

- i. follow the template of Letter of Appointment in Appendix "A" to the Faculty Agreement;
  - ii. conform to all applicable terms and conditions as set out in this procedure; and
  - iii. include, as an appendix, the accepted Appointment Proposal document, as applicable.
- c. When a Dean wishes to make an offer of appointment to a candidate for a faculty position at the University, an Appointment Contract shall be prepared by the Dean and issued to the candidate. If an Appointment Proposal has been issued, the Dean must ensure that the terms of the Appointment Proposal are consistent with the Appointment Contract. If no Appointment Proposal has been issued but the terms of the appointment have been discussed or negotiated using other means such as e-mails and telephone conversations, the Dean must ensure that the terms of the Appointment Contract are consistent with the content of those discussions and negotiations.
- d. Should the Dean wish to vary the terms of the Faculty's pre-approved Part B - Supplementary Conditions template for a particular candidate, approval of the Provost is required prior to the issuance of the Appointment Contract to the candidate. Every effort will be made to review the Appointment Contract and respond within a reasonable timeframe.
- e. In the event of a joint appointment within the University, Part B – Supplementary Conditions of the home faculty will be utilized unless the Provost has approved a variation under clause 2.d.; however, both appointing Deans shall sign the Letter of Appointment.
- f. The effective date of a candidate's appointment as a faculty member is the date set out in the Appointment Contract. The candidate shall have no rights or entitlements under collective agreements, University policies, or the Appointment Contract (unless expressly stated otherwise therein) until the effective date of the appointment.
- g. Any subsequent amendments to the Appointment Contract must be in writing and signed by all parties.

### 3. TERMS OF THE LETTER OF APPOINTMENT AND PART B - SUPPLEMENTARY CONDITIONS

- a. The Letter of Appointment shall include the standard terms, in accordance with Appendix "A" to the Faculty Agreement.
- b. The Part B – Supplementary Conditions may include those of the following University-wide terms and conditions of appointment that apply:
  - i. for foreign nationals, confirmation of immigration status to work in Canada as a pre-condition to any appointment as a staff member at the University;
  - ii. financial conditions affecting **contingent appointments**, including the source(s) of funding and the consequences of a loss of funding;
  - iii. variations to compensation, including market supplements, salary supplements, special salary awards, including nominations for same (e.g.: Canada Research Chairs);
  - iv. reimbursement of relocation expenses in accordance with University policy, including funding sources.
- c. The Part B – Supplementary Conditions affecting **cross-appointments** (templates available through Faculty Relations) agreed upon by the University and third parties may include:
  - i. terms of appointment;
  - ii. expectations and duties;
  - iii. period of appointment;

- iv. reimbursement and indemnity;
- v. confidentiality;
- vi. ownership of intellectual property;
- vii. status of parties on termination of appointment; and
- viii. evaluation processes.

d. The Part B – Supplementary Conditions may include those of the following faculty- or department-specific terms and conditions of appointment that apply:

i. confirmation by a specified date that the candidate has acquired the required status (graduate degree, post-graduate or fellowship) as well as any professional status or designation required in their discipline, prior to the effective date of the appointment;

ii. for clinical appointments, a practice plan or alternative funding arrangement in place with an external funding agency;

iii. details of professional or discretionary allowances and start up grants, as well as technical and research support, equipment and/or space.

e. The Appointment Contract may include those of the following terms and conditions requiring advance consultation with the Provost and/or President of the AASUA on the basis that they vary terms of the Faculty Agreement, most commonly variations to:

f. Duties required of staff members under Article 7 of the Faculty Agreement;

g. Variation on sabbatical credit upon appointment;

h. Probationary periods (shortened first probationary appointment, other variations in probation).

#### 4. APPOINTMENT PROPOSAL (OPTIONAL)

a. An Appointment Proposal is an intermediate step in the hiring process which outlines elements of a potential offer of employment. It is not, nor should it be represented or construed to a candidate or others, as an offer of employment or a conclusion of the terms of employment. The proposal may include complex terms and conditions offered by multiple employing partners.

b. An Appointment Proposal must include explicit communication to the candidate that appointment to the University is subject to issuance and execution of a formal Appointment Contract issued by the Dean.

c. If the Dean develops one (or more) standard Appointment Proposal template(s), approval by the Provost is required.

d. Should the Dean (or designate) wish to pursue a candidate, a pre-approved Appointment Proposal may be issued by the Dean.

e. Should the Dean wish to vary the terms of the pre-approved Appointment Proposal template for a particular candidate, approval is required of the Provost prior to any written communication of the University's interest to the candidate. Every effort will be made to review the Appointment Proposal and respond within a reasonable timeframe.

## **DEFINITIONS**

Any definitions listed in the following table apply to this document only with no implied or intended institution-wide use. <a href="#">▲Top</a>	
<b>Appointment Contract</b>	The official contract of employment with the University when signed by the Dean and the staff member. Comprised of the Letter of Appointment referred to in Article 6 and Appendix A of the Faculty Agreement and Part B - Supplementary Conditions, as defined in these procedures.
<b>Staff member with Tenure</b>	An appointment to the academic staff of the University, without term, which may be terminated only by resignation, death, or in accordance with the terms of the Faculty Agreement.
<b>Staff member on probation leading to consideration for tenure</b>	An appointment to the academic staff of the University, without tenure, with a probationary period, and with a specified term under the terms of the Faculty Agreement.
<b>Letter of Appointment</b>	Appendix A of the Faculty Agreement
<b>Part B - Supplementary Conditions</b>	An integral component of the Appointment Contract that outlines terms and conditions of the appointment to the University.
<b>Appointment Proposal</b>	A letter outlining proposed terms and conditions for an appointment to the academic staff of the University.
<b>Joint Appointment</b>	Academic staff under who are appointed to more than one department/faculty with a designated home department/faculty.
<b>Contingent appointment</b>	An appointment to the academic staff of the University under the terms of the Faculty Agreement with a special condition that recognizes circumstances where the position is funded by external sources. The term "funded by external sources" is defined as any financial support directly connected to a specific position when the financial support for that position does not come from the operating budget of the University. The term may include funds from endowments or targeted gifts, agencies supporting research through grants or contracts, and other sources.
<b>Cross Appointment</b>	Individuals appointed from an external organization or institution to work with the University on a full or part-time basis or an individual within the University appointed to an external organization or institution to work on a full or part-time basis.

## **FORMS**

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[Letter of Appointment template](#)

## **RELATED LINKS**

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