

ARTICLE 12 APPOINTMENT OF MEMBERS

I. Appointments (General)

- 12:01 In accordance with Section 21(1)c of the University of Windsor Act, the Board of Governors shall continue to have power to appoint members of the academic staff, but all such appointments made by the Board of Governors shall be made in accordance with the rules and regulations, with respect to qualifications for appointment, as may from time to time be adopted by the Senate, and the President shall, before making such recommendations for appointment, consult with the appropriate committee of the Senate regarding such appointments.
- 12:02 Each appointment is made by the Board of Governors on the recommendation of the President after compliance with the procedures set forth in this Article 12.
- 12:03 A letter of appointment signed by the President shall be sent by mail to each person appointed to a position within the bargaining unit. Each such letter shall specify the class, length, terms and conditions of appointment, including rank and Normal Salary.
- 12:04 The University undertakes to provide to each new member, in writing and within three (3) months after the inception of the member's employment with the University, a comprehensive pamphlet or pamphlets setting out in detail the particulars of all of the University's benefit Plans.

II. Appointment of Faculty Members

- 12:05 The parties recognize full-time appointments of faculty members as established by the Senate are of three (3) classes:
- (a) Appointment of Limited Term - i.e., an appointment of a specified period of one (1) to three (3) years subject to annual review and continuation for appointments of two (2) and three (3) years, implying no commitment by the University of renewal or continuation beyond the specified term and limited to:
- (i) replacement of persons on sabbatical or other leave;
 - (ii) engagement of distinguished visiting professors or persons with special knowledge, expertise, or experience;
 - (iii) accommodation of enrolment fluctuations of probable short duration;
 - (iv) accommodation of vacancies in the full-time academic staff until full-time qualified persons acceptable for appointments are available.
- In the event of and consistent with the above, should a continuation for reappointment be warranted, subject to a positive recommendation from the Renewal, Tenure, Promotion committee, a member can be reappointed to another limited term without a job posting.
- (b) Probationary Appointment - i.e., an appointment for a specific term, called the probationary period, during which the University undertakes to give serious consideration, subject to the provisions of Article 13, and in accordance with the procedures of the appropriate Senate By-law, to the granting of tenure to the faculty member involved during the last year of the total probationary period. In exceptional circumstances a faculty member may be considered for tenure prior to the expiration of the probationary period, provided the member has served in the probationary tenure track stream for two years at this University prior to such application. Teaching intensive faculty positions will normally require minimum credentials equivalent to those required for faculty appointments, including terminal degree and, where applicable, professional accreditations. The total probationary period shall be:
- (i) Lecturer - the total probationary period for a Lecturer shall not exceed seven (7) years' service at this University. Further reappointment beyond the maximum probationary period shall be with tenure.

- (ii) Assistant Professor - the total probationary period for an Assistant Professor shall not exceed six (6) years' service at this University at any rank. Further reappointment beyond the maximum probationary period shall be with tenure.
- (iii) Associate Professor - the total probationary period for an Associate Professor shall not exceed four (4) years' service at this University at any rank. Further reappointment beyond the maximum probationary period shall be with tenure.
- (iv) Professor - the total probationary period for a Professor shall not exceed three (3) years' service at this University at any rank. Further reappointment beyond the maximum probationary period shall be with tenure.

For teaching intensive faculty, appointments shall be made at the rank of Lecturer, Assistant Professor, Associate Professor, and Professor, where the appointment type shall be Lecturer (Teaching Intensive), Assistant Professor (Teaching Intensive), Associate Professor (Teaching Intensive), and Professor (Teaching Intensive).

Service shall not include the period of leave under clauses [18:05 \(a\)](#) and [18:05 \(b\)](#) and Article [20](#) of this Agreement, but service at another University may be considered in determining the time required, if any, for granting of tenure.

In the event that an AAU Renewal, Promotion and Tenure Committee recommends a faculty member, who is in the last year of their probationary service, for tenure but that recommendation is not accepted by UCAPT, or by the President, the member shall be offered a one-year, non-renewable, full-time, limited term appointment or, if agreed to by both the member and the President after consultation with the Dean, six months' salary on the termination of the member's probationary appointment. In the event that an AAU does not recommend a faculty member, who is in the last year of their probationary service, for tenure and that recommendation is accepted by UCAPT, the member shall be offered either a one-year, non-renewable, full-time, limited term appointment or six months' salary on the termination of the member's probationary appointment at the discretion of the President of the University after consultation with the Dean.

- (c) Appointment with Tenure (or without Term) - i.e., an appointment without specified term which shall be with tenure and which shall continue until the normal retirement age or unless terminated in accordance with the provisions of this Agreement, and subject to the provisions of this Agreement with respect to lay-off.
 - (d) Where a member on a probationary appointment has to take medical leave of more than six (6) weeks the member may elect to extend the period for which the member's performance must be considered for renewal of their appointment or for tenure by no more than the period of time for which the member took medical leave. All deadlines and procedures relating to the consideration of renewal of the member's appointment or tenure shall be extended by the extension period so elected by the member.
 - (e) In case of serious illness, extraordinary family responsibilities or other exceptional circumstances, a member may request in writing, in a letter directed to the Provost, to have their consideration for tenure extended for a period of up to three (3) years. Such extensions shall not be unreasonably denied. The Faculty Association shall be notified of all such requests in writing as soon as possible.
 - (f) The number of teaching intensive faculty shall at no time exceed, in any given Faculty, 20% of the total number of faculty members in the Faculty.
- 12:06
- (a) The total period of appointments of limited term at any rank shall not exceed the appropriate duration of probationary periods at that rank. Any further reappointments shall be with tenure; this clause shall not apply to persons appointed to professorships under clause [12:06 \(b\)](#).
 - (b) (i) Where the University seeks to appoint a person to a professorship funded by an external organization or individual, such appointment shall be made in accordance with Senate Bylaws, this Agreement and such terms as the external organization or individual may request as a condition of funding the professorship, and the University may agree.

- (ii) Persons appointed to professorships funded by an external agency under a funding agreement with the University shall be appointed for a period of not more than five (5) years which may be renewed in accordance with the appointment procedures under the Senate Bylaws and this Agreement for such period as the funding is expected to continue.
 - (c) Members who have accumulated service on a limited term basis and obtain a probationary stream appointment shall have the normal probationary period under clause [12:05 \(b\)](#) corresponding to their rank.
- 12:07 All limited term appointments will be considered to be at least at the rank of Lecturer and entitled to, at the minimum, the salary floor for their rank.
- 12:08 All limited term reappointments shall be eligible for the same salary increases as probationary appointments.
- 12:09 Limited term appointments and initial probationary appointments shall normally commence on July 1 or January 1. However, where the teaching program of an AAU would be benefited, appointments may commence on appropriate dates to meet the needs of the program.
- (a) An initial probationary appointment commencing on January 1 shall be for a term of eighteen (18) months therefrom.
 - (b) A limited term appointment commencing on January 1 may be for a term of twelve (12) months or eighteen (18) months therefrom.
 - (c) A limited term or probationary appointment of eighteen (18) months shall be deemed equivalent to one (1) year of service for the purposes of tenure consideration.

III. Research Chairs

- 12:10 (a) (i) The creation of research chairs by the University shall be subject to the agreement of Senate. Such chairs may be open to either internal or external candidates or both. Appointments to such chairs shall be made following a process determined by the President. Appointments shall be made by the President on the recommendation(s) of a committee appointed by the President composed of the Vice-President, Research and Innovation (Chair), the Provost, the Dean of Graduate Studies, a University Professor, a faculty member holding a junior Canada Research Chair or equivalent, and an employment equity and procedures assessor. At minimum two (2) genders shall be represented on this committee. All appointments of external candidates shall be subject to the agreement of the relevant AAU(s).
- (ii) Externally created research chairs shall be subject to the rules, regulations and appointments process prescribed by the body or bodies creating such chairs.

(b) Research Leadership Chairs

(i) University Research Leadership Chairs Committee (URLCC)

The University Research Leadership Chairs Committee shall have the following membership, in conformity with the requirement that at minimum two (2) genders shall be represented among the voting members on the committee:

- Vice-President Research and Innovation, Chair;
- Provost;
- Dean, Faculty of Graduate Studies;
- One University Professor;
- A junior Canada Research Chair or equivalent;
- An Employment Equity/Procedures Assessor (non-voting).

(ii) Faculty Research Leadership Chairs Committee (FRLCC)

Each faculty shall have a Faculty Research Leadership Chair Committee with the following membership, subject to the requirement that, among the Dean and voting faculty members on the committee, at a minimum two (2) genders shall be represented:

- Dean, Chair;
 - Four (4) tenured faculty members who possess an established reputation for research, at least one (1) of whom shall hold the rank of University Professor or Professor or hold a Canada Research Chair, nominated and elected by the Faculty Coordinating Council or the Faculty Council, as applicable;
 - An external advisor may, at the election of the committee, be selected by it to assist in its deliberations (non-voting);
 - A student elected by and from the student members of the Council or Coordinating Council, as applicable;
 - An Employment Equity/Procedures Assessor (non-voting).
- (iii) When a University Research Leadership Chair appointment is to be made, the Faculty Research Leadership Chairs Committee shall make an open call to all faculty members in the Faculty for applications or nominations for the position of research leadership chair, specifying the qualifications and position requirements.
- (iv) Provided that the Dean of a Faculty can identify a vacant position for this purpose, the Dean may reserve one (1) or more chairs for external advertisement, in which case a position profile shall be submitted to the University Research Leadership Chairs Committee and reviewed and approved by it before the search process begins. The search shall be conducted by the Faculty Research Leadership Chairs Committee in accordance with usual appointments procedures but no appointment shall be finalized without a review and approval by the University Research Leadership Chairs Committee and the President.
- (v) All applicants and nominees shall be requested to provide:
- A letter of two (2) to four (4) pages in length describing what they propose to do in terms both of their own research agenda and their plans for research leadership if they were a successful candidate for a Research Leadership Chair;
 - An up to date curriculum vitae supplemented by a statement detailing the candidate's record of support for the research of others;
 - A list of five (5) potential external referees for the candidate; the referees should be 'arms length' individuals and the list shall not include the candidate's thesis supervisor or a person with whom the candidate has collaborated in research and derived any publication(s) or other works from that collaboration within the last five (5) years;
- Any external referee may provide a reference for the purpose of highlighting a candidate's record of research mentoring or support for the research of others.
- (vi) The Faculty Research Leadership Chairs Committee shall review the applications of all the candidates and create a short-list of three (3) or fewer if there were fewer than three (3) candidates.
- (vii) The Faculty Research Leadership Chairs Committee shall solicit letters of reference from at least three (3) and no more than five (5) referees of established research reputation in the candidate's field who are not faculty members within the University and who are at 'arms length' from the candidate; at least one (1) referee shall be chosen by the Faculty Research Leadership Chairs Committee from among the names on the list provided by the candidate and at least two (2) referees shall be nominated and chosen by the Faculty Research Leadership Chairs Committee.
- (viii) The Faculty Research Leadership Chairs Committee may, at its election, interview all, but not some, of the short-listed candidates.
- (ix) Following the review of the completed applications, the Faculty Research Leadership Chairs Committee shall forward the complete files of the three (3), or fewer if applicable, candidates

with a rank order of the preferred candidate(s) with reasons for the selections to the Chair of the University Research Leadership Chairs Committee together with the PCEE's approval for the forwarding of the recommendations.

- (x) The University Research Leadership Chairs Committee shall consider the recommendations and if necessary seek clarification from the Dean of the Faculty submitting the recommendation(s).
 - (xi) The University Research Leadership Chairs Committee may also seek further references should any matter require clarification.
 - (xii) The University Research Leadership Chairs Committee shall report its recommendation to the Dean of the proposing Faculty. If the decision is contrary to the recommendation forwarded by the Faculty Research Leadership Chairs Committee, the University Research Leadership Chairs Committee shall provide a reasonable opportunity for the Faculty Research Leadership Chairs Committee to respond. After receiving a response, or failing it, the University Research Leadership Chairs Committee shall make its recommendation and submit it for PCEE approval.
 - (xiii) The University Research Leadership Chairs Committee shall report its recommendation to the President following which the President shall convey their decision to the Committee. If the President's decision is positive, the positive recommendation shall be sent to the Provost who will work with the Dean to finalize the terms of the appointment in accordance with the terms of the University Research Leadership Chairs program.
 - (xiv) All proposed renewals of research leadership chair appointments will be reviewed by the Faculty Research Leadership Chairs Committee and thereafter by the University Research Leadership Chairs Committee employing the same process as for appointments above except that the Faculty Research Leadership Chairs Committee and the University Research Leadership Chairs Committee shall consider only the incumbent with specific reference to their performance as a research leadership chair.
- (c) Once an appointment is made, the terms and conditions of this Agreement shall apply to internally and externally funded research chair holders, including, but not limited to the following, University of Windsor Chairs, Canada Research Chairs, Natural Sciences and Engineering Research Council Industrial Research Chairs, and Endowed Chairs.
 - (d) Holders of research chairs may be compensated with a special research chair stipend in addition to their normal salary. The special research chair stipend shall be the difference between the chair holder's normal salary and the salary paid to the chair holder under clause [12:10 \(e\)](#).
 - (e) The initial salary to be paid to the chair holder shall be:
 - (i) in the case of an internal candidate appointed to a junior chair, the greater of seventy thousand dollars (\$70,000) or the appointee's normal salary plus ten percent (10%);
 - (ii) in the case of an external candidate appointed to a junior chair, a minimum of seventy thousand dollars (\$70,000), including any specified special research chair stipend;
 - (iii) in the case of an internal candidate appointed to a senior chair, the greater of one hundred thousand dollars (\$100,000) or the appointee's normal salary plus ten percent (10%);
 - (iv) in the case of an external candidate appointed to a senior chair, a minimum of one hundred thousand dollars (\$100,000), including any specified special research chair stipend.
 - (f) This special research chair stipend and minimum salaries under clause [12:10 \(e\)](#) shall be subject to all salary increases provided by this Agreement and shall cease when the research chair appointment ceases, except in the case of Canada Research Chairs which shall be subject to satisfactory external review at the time the appointment ceases. Following a successful review a former Canada Research Chair's normal salary shall be composed of their stipend and current normal salary.

IV. Appointment of Librarian Members

- 12:11 (a) Whenever a Library position in the bargaining unit is to be filled, the University Librarian or the Law Librarian, as the case may be, shall cause to be made a search for and interview of suitable candidates. A candidate shall possess the qualifications for the appointment as adopted and applied by a search committee. The search procedure shall include internal advertisement of each such position and any external advertisement of such a position shall include insertion in appropriate Canadian publication(s). The recommendation of a search committee shall, in respect of a librarian in the University Library, be subject to the approval of the University Library Administrative Committee. The University Library Administrative Committee shall propose to the President the appointment of the candidate recommended by the Search Committee, or may cause the search to continue. The candidate recommended by a search committee, in respect of a librarian in the Law Library, shall be proposed to the President. The University shall not discriminate against designated groups, including Black, Indigenous, and racialized members, while making all reasonable efforts to recruit and hire qualified persons for available positions.
- (b) The procedure for the appointment of librarian members shall be as for faculty members *mutatis mutandis* and all final appointment decisions will be conducted by secret ballot.

12:12 A Search Committee, in the case of the University Library, shall be struck by the University Library Administrative Committee and shall be composed of the following:

- (a) the University Librarian, as Chairperson;
- (b) the Associate University Librarian;
- (c) three (3) University Library librarian members elected by the University Library Administrative Committee;
- (d) one (1) student nominated by the presidents of UWSA, OPUS, and SGS; and
- (e) a non-voting employment equity/procedures assessor.

At a minimum two (2) genders shall be included in a search committee. Where necessary, a librarian member from a non-represented gender shall be elected by the University Library Administrative Committee to the search committee from a list of eligible librarian members provided by the University.

12:13 A Search Committee, in the case of the Law Library, shall be struck by the Law Librarian and shall be composed of the following:

- (a) the Law Librarian, as Chairperson;
- (b) two (2) librarian members elected from the University and Law Library librarian members by librarians of the University Library and the Law Library, one (1) of whom shall be a Law Library librarian member whenever possible;
- (c) one (1) faculty member elected by and from Law faculty members of the Law Faculty Council;
- (d) one (1) student elected by and from student members of the Law Faculty Council; and
- (e) a non-voting employment equity/procedures assessor.

At minimum two (2) genders shall be included in a search committee. Where necessary, a librarian member from a non-represented gender shall be selected to the search committee by the Law Librarian from a list of eligible librarian members provided by the University.

12:14 The appropriate Chairperson shall call forthwith for nominations and shall then arrange for the election of librarian members to the Committees in clauses [12:12](#) and [12:13](#).

12:15 The *curriculum vitae* and all written references concerning each candidate shall be made available to the Search Committee; where deemed necessary, the Chairperson shall arrange for a campus visit by and interviews of such candidate(s).

12:16 Appointments to full-time Library positions within the bargaining unit shall be made in one of the following ranks: Librarian I, Librarian II, Librarian III, Librarian IV.

12:17 All full-time appointments of Librarian members within the bargaining unit shall be in one of the following three classes:

- (a) Appointment of Limited Term - i.e., an appointment of a specified period of one (1) to three (3) years subject to annual review implying no commitment by the University of renewal or continuation beyond the specified term and limited to:
 - (i) engagement of eminent visiting librarians with special knowledge, expertise or experience;
 - (ii) replacement of librarians on sabbatical or other leave;
 - (iii) accommodation of enrolment fluctuations of probable short duration;
 - (iv) accommodation of vacancies in the full-time librarian staff until full-time qualified persons acceptable for appointments are available.

In the event of and consistent with the above, should a continuation for reappointment be warranted, subject to a positive recommendation from the Renewal, Promotion and Permanence committee, a member can be reappointed to another limited term without a job posting.

- (b) Probationary Appointment - i.e., an appointment for a specified term during which the University undertakes to give consideration to renewal at yearly intervals thereafter and to granting of permanence in the last year of the probationary period subject to a performance assessment as per the criteria established in clauses [13:11](#) through [13:14](#). A librarian member may, however, be considered for permanent appointment at any time two (2) years after their initial appointment. The total probationary period of:
 - (i) Librarian I shall not exceed five (5) years' service at this University. Appointments after five (5) years' service shall be deemed to be permanent.
 - (ii) Librarian II shall not exceed five (5) years' service at this University. Appointments after five (5) years' service shall be deemed to be permanent.
 - (iii) Librarian III shall not exceed four (4) years' service at this University. Appointments after four (4) years' service shall be deemed to be permanent.
 - (iv) Librarian IV shall not exceed three (3) years' service at this University. Appointment after three (3) years' service shall be deemed to be permanent.

Service shall not include the period of leave under clauses [18:05 \(a\)](#) and [18:05 \(b\)](#) and Article [20](#) of this Agreement, but service at another University may be considered in determining the time required, if any, for granting of permanence. Please refer also to clause [17:04 \(d\)](#).

In the event that a Renewal, Promotion and Permanence Committee recommends a librarian member who is in the last year of their probationary service for permanence but that recommendation is not accepted by UCRPPLM, the member shall be offered a one (1) year, non-renewable full-time, limited term appointment or, if agreed to by both the member and the President after consultation with the University Librarian, six (6) months' salary on the termination of the member's probationary appointment. In the event that a RPP Committee does not recommend a librarian member who is in the last year of their probationary service for permanence and that recommendation is accepted by UCRPPLM, the member shall be offered either a one (1) year, non-renewable, full-time limited term appointment or six (6) months' salary on the termination of the member's probationary appointment at the discretion of the President after consultation with the University Librarian.

- (c) Appointment with Permanence - i.e., an appointment from outside the University or a further appointment from within the University without specified term after the expiration of the probationary period continuing until the normal retirement age or until otherwise terminated in

accordance with the provisions of this Agreement subject to a performance assessment as per the criteria established in clauses [13:11](#) through [13:14](#).

- 12:18 (a) Probationary or limited term appointments of eighteen (18) months may be deemed equivalent to either one (1) or two (2) year(s) of service for the purposes of permanence consideration at the option of the member.
- (b) Probationary or limited term appointments of less than eighteen (18) months shall be deemed equivalent to one (1) year of service for the purposes of permanence consideration.

V. Appointment of Ancillary Academic Staff Members

12:19 Whenever an ancillary academic staff position in the bargaining unit is to be filled, the Dean (or in the case of the Centre for Teaching and Learning, the Vice-Provost, Teaching and Learning) shall cause a search to be made and shall arrange for the interview of suitable candidates. A candidate shall possess the qualifications for the appointment as adopted and applied by the Appointments Committee. The appointment procedure to be followed will be the normal procedure for the appointment of faculty members. The search procedure which shall be in accordance with clauses [12:01](#) to [12:04](#) shall include internal advertisement of each such position and when approved by the Provost external advertisement of such a position in appropriate Canadian publication(s). The Dean, after receipt of the written recommendations of the Appointments Committee, shall propose to the President or the President's delegate, the appointment of the candidate(s) from among those recommended by the Appointments Committee, or may cause the search to continue.

12:20 Ancillary academic staff members shall not be appointed as substitutes for full-time faculty, librarian, or sessional lecturer appointments.

12:21 Each AAS Committee shall be composed of the following:

- (a) Where an AAS position is to be appointed within an AAU, the AAU Appointments Committee shall be used.
- (b) Where an AAS position is to be appointed within the Division of Athletics and Recreational Services, the Appointments Committee shall consist of:
- the Director, as Chair;
 - the Associate Director;
 - three (3) members elected by and from the Division of Athletics and Recreational Services, one of whom will be an ARS coach colleague;
 - one (1) student representative elected by the students on the Faculty of Human Kinetics Council; and
 - a non-voting employment equity/procedures assessor.
- (c) Where an AAS position is to be appointed within the Centre for Teaching and Learning, the Appointments Committee shall consist of:
- (i) the Associate Vice-President Academic as Chair;
 - (ii) the Director of Teaching and Learning Development;
 - (iii) three (3) members of the bargaining unit, at least one of whom shall be an AAS member appointed in the Centre for Teaching and Learning, where possible;
 - (iv) one (1) student nominated by the presidents of UWSA, OPUS, and GSS; and
 - (v) a non-voting employment equity/procedures assessor.

Committees shall fully reflect the values of diversity in composition of members (including the representation of gender, racial, Indigenous, sexual identities, and persons with a disability) and their inclusion in participation, practice, and deliberation. Aspirations for equitable, inclusive, and

diverse committee compositions shall be managed by measurement, assessment, and continual improvement.

12:22 The Chair shall call for nominations to the Appointments Committee and shall then arrange for the election of members to the Committee.

12:23 The *curriculum vitae* and all written references concerning each candidate shall be made available to the Appointments Committee.

12:24 All full-time appointments of ancillary academic staff within the bargaining unit shall be in one of the following three classes:

(a) Appointment of Limited Term - i.e., an appointment of a specified period of up to three (3) years subject to annual review implying no commitment by the University of renewal or continuation beyond the specified term. The University shall only appoint within this class for the purposes of:

- (i) replacing an AAS member on leave for the duration of said leave;
- (ii) accommodation of vacancies in the full time ancillary academic staff until full time qualified persons acceptable for appointments are available; or
- (iii) to accommodate curriculum development or revision, or new programme development.

In the event of and consistent with the above, should a continuation for reappointment be warranted, subject to a positive recommendation from the Renewal, Tenure, Promotion committee, a member can be reappointed to another limited term without a job posting.

(b) Probationary Appointment - i.e., an appointment for a specified term during which the University undertakes to give consideration to renewal, subject to the provisions of Article [13:22](#) – [13:28](#) and in accordance with the procedures of the appropriate Senate Bylaw, and to granting of permanence in the last year of the probationary period. An ancillary academic staff member may, however, be considered for permanent appointment at any time two (2) years after the member's initial appointment. A complete job description and the criteria to be used for renewal, permanence, and promotion will be communicated in writing to all appointed ancillary academic staff within 3 months of hire. The total probationary period of:

- (i) AAS I shall not exceed six (6) years' service at this University. Appointments after six (6) years' service shall be deemed to be permanent.
- (ii) AAS II shall not exceed five (5) years' service at this University. Appointments after five (5) years' service shall be deemed to be permanent.
- (iii) AAS III shall not exceed four (4) years' service at this University. Appointments after four (4) years' service shall be deemed to be permanent.
- (iv) AAS IV shall not exceed three (3) years' service at this University. Appointment after three (3) years' service shall be deemed to be permanent.

Service shall not include the period of leave under clauses [18:05 \(a\)](#) and [18:05 \(b\)](#) and Article [20](#) of this Agreement, but service at another University will, upon request of the ancillary academic staff member, be considered in determining the time required, if any, for granting of permanence.

In the event that an AAS Committee does not recommend an AAS member who is in the last year of their probationary service for permanence, the member shall be offered either a one (1) year, non-renewable, full-time limited term appointment or six (6) months' salary on the termination of their probationary appointment at the discretion of the President after consultation with the Dean.

(c) Appointment as a Designated Sports Coach. Initial appointment to ancillary academic staff coaching positions shall be probationary for a period of six (6) months, at which time, on the recommendation of the ARS Appointments Committee, the appointment will be terminated forthwith or confirmed. Appointees will be subject to renewal annually by the Board of Governors on the recommendation of the President, in accordance with clause [13:24](#) for a period of three (3) years, after which reappointments will be renewable for periods of two (2) to five (5) years (the length of the appointment to be determined by the President after considering recommendations from the ARS Appointments Committee and the Dean). When the ARS Appointments Committee and the Dean recommend non-renewal of the appointment of an athletic coach, the incumbent will receive one (1) month's notice of termination for each year of service, or payment in lieu of such notice, up to a maximum of twelve (12) months for twelve (12) years of service and longer. When an appointment of a coach is not confirmed/renewed the Dean may assign other duties in lieu of normal coaching duties.

12:25 A letter of appointment signed by the President shall be sent by mail at least three (3) weeks before commencement of duties to each ancillary academic staff appointee, which letter shall specify the length, terms and conditions of appointment and salary.

12:26 The following Articles and clauses of this Agreement shall apply to ancillary academic staff members:

[1](#) (Definitions),
[2](#) (Declaration of Principles),
[3](#) (Recognition),
[4](#) (Dues Check-Off),
[5:39](#) to [5:52](#) and [5:65](#) to [5:66](#) (Rights, Duties and Responsibilities, Credit Courses Delivered Through Alternative Learning Technology, and Tax Forms),
[6](#) (Management Rights),
[7](#) (Existing Practices),
[8](#) (Facilities and Support Services),
[9](#) (Employment of Non-Members of the Bargaining Unit),
[10](#) (Academic Freedom),
[11](#) (No Discrimination),
[12:01](#) to [12:04](#) (Appointments General),
[12:19](#) to [12:25](#) (Appointments of Ancillary Academic Staff Members),
[13:22](#) to [13:28](#) (Confirmation and Renewal of Appointments and Promotion of Ancillary Academic Staff Members), [14:01](#) to [14:14](#) and [14:37](#) to [14:45](#) and [14:47](#) to [14:51](#) and [14:52](#) -[14:60](#) (Distributed Teaching Responsibilities, Transitional Appointments, Reduced Responsibility, Voluntary Contract Termination),
[15](#) (Financial Exigency),
[16](#) (Lay Off, Notice, and Recall Rights and Compensation and Benefits),
[18](#) (Political Leave),
[19](#) (Court Leave),
[20](#) (Leave of Absence without Salary),
[21](#) (Pregnancy/Parental/Adoption Leave),
[22:03](#) (Conference and Convention Leave).
[23:10](#) to [23:18](#) (Study Leave),
[24](#) (Compassionate Leave and Family Medical Leave),
[25](#) (Post Leave Salary and Benefits),
[27](#) (Confidentiality and Access to Personnel files),
[28:04](#) to [28:10](#), (Rights and Privileges of the Faculty Association and Members),
[29](#) (Dismissal for Just Cause),
[30](#) (Employment Equity),
[31:01](#) to [31:03](#) and [31:05](#) to [31:06](#) (Rights, Duties and Responsibilities of Heads),
[32](#) (Amalgamation, Consolidation, Merger or Expansion of the University),
[33](#) (Copies of this Agreement),
[34](#) (Patents),
[35](#) (Copyright),
[36](#) (Patents and Copyright),
[37](#) (Notices and Official Correspondence Pursuant to Agreement),
[38](#) (Information),
[39](#) (Grievance and Arbitration Procedures),

40 (Appointment of Heads),
44 (University Athletic Facilities),
45 (Public Liability Insurance),
46:01 and 46:03 (Vacation and Holidays for Members),
47:03 (Resignations/Retirement),
48 (Retired Faculty Members/Professional Librarians),
49 (Joint Consultative Committee),
50 (Role of the Senate),
51 (No Strikes or Lock-Outs),
52 (Salaries and Other Benefits),
53 (Validity),
58 (Discipline),
59 (Investigation of Allegation and Complaints),
60 (Ethical Conduct of Research),
61 (Duration of Agreement),
A. (Salaries),
C. (The University Anomalies Fund)
D. (University Retirement Plan),
E. (Absence Due to Illness, Injury or Disability),
F. (Health Insurance Plans),
G. (Tuition),
H. (Group Life Insurance and Accidental Death and Dismemberment Plans),
I. (Professional Development and Membership Dues Reimbursement),
J. (Market Stipends),
K. (Car Allowance),
L. (Reimbursement for Moving and Storage Costs),
M. (University Loans),
N. (Overload Stipends), and
P. (Windsor Salary Standard).

12:27 In addition to the Articles and clauses of this Agreement specified in Article 12:26, Ancillary Academic Staff Learning Specialists (AAS:LS) shall be entitled to sabbatical leaves in accordance with Article 17, and redeployment in accordance with Article 14:25 – 14:36.