

Recommendation of Appointment

All appointment files are submitted by Dean/Principal/University Librarian to the Vice-President Academic & Provost. Tenure stream and continuing librarian appointments must be approved by the President. The President will subsequently report to the Board of Governors for formal approval. Authority to approve contractually limited appointments has been delegated to the Vice-President Academic & Provost.

A tenure-stream or contractually limited appointment file must contain the following elements (refer to the checklists for tenure/continuing appointments and for contractually limited appointments for details):

The Deans/Principal/University Librarian should, through their representative on Search Committees, ensure that Search Committees undertake a comparative evaluation of the research/scholarly/creative contributions of each candidate on the short list and an evaluation report should be part of the recommendation file going forward to the Dean/Principal/University Librarian and subsequently to the VPA&P.

Both the President and the Vice-President Academic & Provost look for a personal recommendation from the Dean/Principal/University Librarian in the matter of appointments. Before making a recommendation of a candidate to the VPA&P, the Dean/Principal/University Librarian is expected to undertake an independent assessment of the candidate. This may require that the Dean/Principal/University Librarian meet separately with the candidate. If there are weaknesses or imperfections in the candidate, the Dean/Principal/University Librarian should acknowledge them and explain why they are overridden by strengths. If there are doubts, the Dean/Principal/University Librarian should undertake some inquiries of his/her own, and include the results of those inquiries in the file. The Dean/Principal's recommendation letter to the recommendation file must include commentary on the research interests and agenda of the recommended candidate.

Generally speaking, the start date should be restricted to July 1 (or potentially January 1 as an alternative). Delays of a few months can sometimes be handled by using the typical July 1st start date in combination with a LOAWOP to cover the delay. Unusual start dates (anything other than July 1) and LOAWOPs at the start of an appointment should be approved by the Vice-President Academic & Provost prior to being agreed upon by the Dean and the candidate. Unusual start dates and leaves of absence without pay at the start of appointments have implications on the T & P clock and sabbatical credits and Deans should add something to the letter of offer that will clarify the situation. When a probationary member of faculty is appointed on January 1, she/he would move through pre-candidacy and candidacy as if the appointment had been effective on the following July 1st. In some cases, LOAWOPs can be used to accommodate the completion of a post-doc appointment at York. For more information, please contact the Office of the Vice-President Academic & Provost.

In order for the process to flow as smoothly as possible, the Dean/Principal/University

Librarian should forward two copies of each file to the Office of the Vice-President Academic & Provost. If the file is complete and the case convincing, one copy is sent to the Joint Committee on Affirmative Action (AA). Units should allow sufficient time for the Affirmative Action Committee to review with the file.

All recommendations for appointment are subject to review by the Affirmative Action Committee. The Committee examines the procedures used to pursue a policy of affirmative action in the hiring unit and examines each recommendation to ensure that a policy of affirmative action is embodied in that recommendation.

Presidential Approval

All tenure-stream full-time faculty appointments must be approved by the President. The President will subsequently take to the Board of Governors for formal approval. Once Presidential approval has been obtained, the Dean/Principal/University Librarian makes the formal offer. The formal offer of appointment **MAY NOT BE EXTENDED** until approval has been received. On occasion, a candidate will want something in writing, and it may be appropriate to send a letter saying that the Dean/Principal/University Librarian has made a recommendation that the candidate be appointed.

Major changes to the terms of an offer from the draft stage in the recommendation file to the offer stage must be approved by the Vice-President Academic & Provost. This includes, but is not limited to, significant changes in compensation level, sabbatical credits, start up allowances, etc. Normally, the Dean will not enter into exploratory discussions over salary and other terms with a candidate until the draft letter of offer has been approved by the Vice-President Academic & Provost. If the Dean wants to have such discussions with the candidate before that happens, he/she should provide the Vice-President Academic & Provost with an expected salary or salary range for approval.

Once a candidate has accepted or declined an offer, the Dean/Principal/University should immediately notify the Vice-President Academic & Provost. In the case of a candidate declining an offer, the reason for the decline should be reported to the Vice-President Academic & Provost, i.e., better offer/package elsewhere, personal reason, spouse unable to relocate, other obligations, etc.

Once appointed, our next responsibility in the process is to ensure that new appointees have a smooth transition into their positions. Particularly for young and inexperienced scholars, we have an obligation to assist with the development of their teaching skills and their research programs. Ensuring that new appointees do not undertake significant committee assignments is the minimum that academic administrators should do. New faculty members may be offered a reduced teaching load of 0.5 FCEs the first year in order to assist them in the establishment of their research programme. Protecting new appointees from a load which involves a large number of new preparations in the first year is also a sensible and minimal manoeuvre.

Offering of Appointment with/without Tenure

Candidates who do not have tenure or a continuing appointment in their current position will be offered an appointment without tenure at York. Normally, candidates who have tenure or a continuing appointment in their current position will be offered an appointment with tenure at York. For candidates who are not employed at a university, the equivalent of a peer-reviewed continuing appointment position is required before a York appointment with tenure can be considered.

In all cases, **an appointment offer with tenure must receive the prior approval of the Vice-President Academic & Provost and the President.** It has been agreed to by the Administration and YUFA to require the following process for recommendations of appointments with tenure: The hiring unit recommending an appointment with tenure must obtain three or more additional reference reports on the selected candidate from individuals who are not among the referees identified by the candidate for inclusion in the hiring file. At least one reference report must be from an individual employed at the candidate's current institution and all reports must contain comments on teaching, research and service. Unless there are exceptional circumstances, **these additional reference reports are to be part of the recommendation file coming forward from the Dean so that tenure is approved at the same time the recommendation for appointment is approved.**

There are on occasion cases where an applicant for an Assistant Professor position has received tenure and/or promotion between the time of applying and the file coming to the Vice-President Academic & Provost for approval. The appointment will be made at the posted rank and normally without tenure. The Dean may agree with the candidate to have an accelerated tenure/promotion process soon after the start date.

Appropriate Titles

As similarly described in Article 12.02 of the YUFA Collective Agreement, appointments in the Professorial Stream will carry the title (as appropriate, given the candidate's qualifications, experience and seniority): *Lecturer, Assistant Professor, Associate Professor, or Professor*. In the Alternate Stream, rank titles shall be: *Assistant Lecturer, Associate Lecturer or Senior Lecturer*.

Candidates being recommended for appointment who do not hold a PhD at the time in which the offer is to be made to them should be classified as Lecturer with automatic promotion to the appropriate rank upon completion and conferral of their PhD (exception, fields where the terminal degree is not a PhD).

Model Letter of Offer

Probationary/Tenured Appointments in the Professorial-Stream

Dear < >:

On the recommendation of the <Department/Division/School>, I am writing to offer you a full-time appointment as <rank> in the **[In the case of a joint appointment, be sure to identify the home faculty and unit]** <Department/Division/School>, <Faculty Name>, effective <date>. **[Insert alternate sentence for those who have not completed PhD at time of offer:]** “On the recommendation of the <Department/Division/School>, I am writing to offer you a full-time appointment as Lecturer in the <Department/Division/School>, <Faculty Name>, effective <date> with an automatic promotion to Assistant Professor upon completion and conferral of your PhD.” **[Where applicable, insert:]** If you do not complete all the requirements for your PhD by June 30, <year>, this contract is null and void. **[Where applicable, insert:]** “This offer is contingent on your <resignation/leave of absence without pay> from [specify current institution] effective that date.” This appointment is to the Professorial stream of faculty and is classified as <probationary/tenured>; **[for probationary appointments:]** in <year> you will be in your <number> year of <candidacy/pre-candidacy>.

Your salary rate commencing <date> will be <salary amount> per annum. This salary is expressed in May 1, <year> to April 30, <year> terms and will not be increased by any increments in the period May 1, <year> to April 30, <year> which have been or may be negotiated between the York University Faculty Association and the York Administration. **[see Appendix H of the Collective Agreement for alternative wording]**

The general terms and conditions of your appointment at York are as set out in the enclosed copy of the current Collective Agreement between York's Board of Governors and the York University Faculty Association.

Your professional obligations and responsibilities to the University encompass: teaching; research, scholarly or creative activity; and service to the University. These responsibilities may include graduate teaching and supervision. In <year>, your specific teaching responsibilities will be assigned to you by the Chairperson of the <Department/Division/School>. Currently, the normal teaching load for faculty members in <Department/Division/School> is <xxx> full course equivalents (FCEs) per year. **[Where applicable, insert:]** To assist in the establishment of your research programme, you will be offered teaching relief in the amount of <xxx>, to be exercised in <year>. You will be expected to carry out your teaching responsibilities with all due attention to the needs of the students and to the standards established in the <Department/Division/School> and Faculty. You will be expected to devote a reasonable proportion of your time to research and scholarly or creative work, and to endeavour to make the results of such work accessible to the scholarly and general public through publications, lectures and other appropriate means. Service to the University is performed through sharing in the necessary administrative work of your school/department as well as the Faculty, University or Faculty Association, and through participation in the decision making councils of the University. The Vice-Provost Academic and the Associate Vice-President, Teaching and Learning will be hosting a New Faculty Orientation in Summer <year>. Details about this event will be

forthcoming. Please note that attendance is mandatory.

I would refer you also to the Report of the Senate Committee on Tenure and Promotions which sets forth criteria and procedures for advancement from pre-candidacy to candidacy and consideration for tenure, and for promotion to a higher rank. **[Where applicable, insert:]** Movement from pre-candidacy to candidacy at the end of the third year after appointment (i.e., by July 20XX) will be conditional upon successful completion of all requirements for your PhD. Should your PhD not be successfully completed by that date, this contract will end. Your achievements in teaching/research/scholarly/creative activity and service to the University will be assessed in considering you for tenure and/or promotion.

I would ask you to note Articles 20.03 and 20.04 of the Collective Agreement, which deal with credits toward entitlement to sabbatical leave. *<You will be entitled to (number) years credit upon commencement of your appointment./This offer does not include credit toward a sabbatical.>*

[For non-Canadians:] This offer is subject to compliance with the immigration laws of Canada (as contained in the *Immigration and Refugee Protection Act*), and contingent upon any approvals, authorizations, visas or permits required by Employment and Social Development Canada (ESDC), and by Citizenship and Immigration Canada (CIC). Please note that in order to retain this permanent position, you will be responsible for obtaining permanent residence status from CIC. Until that status is achieved, you will be required to obtain a temporary work permit (or series of permits) in order to enter the country to legally begin and retain the position. If you are from a country whose citizens require a visa in order to enter Canada, you may also need to apply for a temporary resident visa. Please visit the Citizenship and Immigration Canada website for more information. Upon commencement of your appointment, please notify Claudia McPherson, Immigration & Relocation Coordinator, of the status of your permanent residence application and forward a copy of your current work permit to her in Human Resources. Claudia can provide guidance on the necessary steps you must take in order to apply for a temporary work permit, maintaining your employment and your settlement needs in Canada. She can be reached at mcpherc@yorku.ca or 416-736-2100 x33434.

Please refer to Article 18.04 in the Collective Agreement concerning outside professional activities.

[Where applicable, insert:] I would refer you to the enclosed copy of the Relocation Policy and Estimate of Relocation Allowance form.

To assist your research program, this offer includes a computer of the University's standard quality. Computing equipment remains the property of York University.

If these terms are acceptable to you, I would ask you to sign the attached copy of this letter and return it to me. The President will then forward this recommendation to the Board of Governors for their formal approval. Upon acceptance of this appointment you are advised to contact the Benefits Office at 416-736-5005 in order to provide the information necessary for input into York's payroll system.

This offer will expire 15 days from the date of this letter.

On behalf of the University, let me take this opportunity to welcome you to York University.

Dean

cc: Vice-President Academic & Provost
Director of Faculty Relations
Executive Officer

No liability or responsibility is accepted by York University for any special conditions, undertakings or representations given or made concerning this appointment other than as set out above.

I hereby accept the terms and conditions of the appointment as set out above.

Model Letter of Offer for Librarian Probationary/Continuing Appointments

Dear < >:

On the recommendation of the <Area's Appointment Committee>, I am writing to offer you a full-time appointment as <rank> in the Libraries, effective <date>. **[Where applicable, insert:]** "This offer is contingent on your <resignation/leave of absence without pay> from your current institution effective that date." This appointment is classified as <probationary/continuing>; **[for probationary appointments]** in <year> you will be in your <number> year of <candidacy/pre-candidacy>.

Your salary rate commencing <date> will be <salary amount> per annum. This salary is expressed in May 1, <year> to April 30, <year> terms and will not be increased by any increments in the period May 1, <year> to April 30, <year> which have been or may be negotiated between the York University Faculty Association and the York Administration. **[see Appendix H of the Collective Agreement for alternative wording]**

The general terms and conditions of your appointment at York are as set out in the enclosed copy of the current Collective Agreement between York's Board of Governors and the York University Faculty Association.

Your professional obligations and responsibilities to the University encompass professional performance and knowledge, professional development, and service to the University. In <year>, your specific responsibilities will be assigned to you by the <Area Head>, and will include <specific responsibilities>.

You will be expected to devote a reasonable proportion of your time to professional development, research and scholarship and to endeavour to make the results of such work accessible to the scholarly and general public through publications, lectures and other appropriate means. Service to the University is performed through sharing in the necessary work of the Libraries, the University, or the Faculty Association, and through participation in the decision making councils of the University. The Vice-Provost Academic and the Associate Vice-President, Teaching and Learning will be hosting a New Faculty Orientation in Summer <year>. Details about this event will be forthcoming. Please note that attendance is mandatory.

I would ask you to note Articles 20.10 of the Collective Agreement, which deals with credits toward entitlement to sabbatical leave. <You will be entitled to (number) years credit upon commencement of your appointment/This offer does not include credit toward a sabbatical.>

[For non-Canadians:] This offer is subject to compliance with the immigration laws of Canada (as contained in the *Immigration and Refugee Protection Act*), and contingent upon any approvals, authorizations, visas or permits required by Employment and Social Development Canada (ESDC), and by Citizenship and Immigration Canada (CIC). Please note that in order to retain this permanent position, you will be responsible for obtaining

permanent residence status from CIC. Until that status is achieved, you will be required to obtain a temporary work permit (or series of permits) in order to enter the country to legally begin and retain the position. If you are from a country whose citizens require a visa in order to enter Canada, you may also need to apply for a temporary resident visa. Please visit the Citizenship and Immigration Canada website for more information. Upon commencement of your appointment, please notify Claudia McPherson, Immigration & Relocation Coordinator, of the status of your permanent residence application and forward a copy of your current work permit to her in Human Resources. Claudia can provide guidance on the necessary steps you must take in order to apply for a temporary work permit, maintaining your employment and your settlement needs in Canada. She can be reached at mcpherc@yorku.ca or 416-736-2100 x33434.

[Where applicable, insert:] I would refer you to the enclosed copy of the Relocation Policy and Estimate of Relocation Allowance form.

Please refer to Article 18.04 in the Collective Agreement concerning outside professional activities.

If these terms are acceptable to you, I would ask you to sign the attached copy of this letter and return it to me. The President will then forward this recommendation to the Board of Governors for their formal approval. Upon acceptance of this appointment you are advised to contact the Benefits Office at 416-736-5005 in order to provide the information necessary for input into York's payroll system.

This offer will expire 15 days from the date of this letter.

On behalf of the University, let me take this opportunity to welcome you to York University.

Yours truly,

University Librarian

cc: Vice-President Academic & Provost
Director of Faculty Relations
Executive Officer

No liability or responsibility is accepted by York University for any special conditions, undertakings or representations given or made concerning this appointment other than as set out above

I hereby accept the terms and conditions of the appointment as set out above.

Checklist for Tenure-Track/Continuing Appointments (including CRCs)

Date Received: _____

RECOMMENDATION FOR TENURE-/ALTERNATE-STREAM/CONTINUING APPOINTMENT

NAME OF CANDIDATE: _____ M ____ F ____

FACULTY: _____ HIRING UNIT: _____

RANK: _____ START DATE: _____

STREAM: _____ POSITION NUMBER: _____

TENURE/CONTINUING STATUS (pre-candidacy/candidacy level): _____

CURRENT STATUS: York CLA ____ York P.T. ____ York Adjunct ____ External ____ York Visitor ____

Human Resource Development Canada and/or Citizenship and Immigration Canada clearance required? _____

If yes, has the appropriate action been taken & Immigration & Relocation Officer contacted? _____

Self-Identification Information: _____

DOCUMENTATION TO BE INCLUDED:

| | Received | Outstanding |
|--|--|--|
| 1. Indication of approved position - Provost - VPRI (in the case of CRCs) | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| 2. Dean/Principal/Librarian's recommendation memo including: - rationale for hire noting funding source - commentary on research interests and agenda of recommended candidate - rationale if recommending a York graduate | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 3. Draft letter of offer including salary range, rank, other | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Appointment advertisement and list of the publications in which it appeared | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. A list of other initiatives taken to identify possible applicants | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Copy of Affirmative Action Plan for Hiring Unit | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The A.A. Officer or designate has been invited to meet with the hiring committee | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Signed report from the Affirmative Action representative | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Signed report from initiating unit research procedures and rationale for selection | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Letter of support/consultation with Dean of FGS or GPD | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Candidate's C.V., application letter, AA & Citizenship forms if applicable | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. 3 current and signed letters from external referees (and where appropriate some identification of the qualifications of the referees) | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. In cases of hiring with tenure, 3 or more additional reference reports from individuals not among the referees identified by the candidate (at least one must be from the candidate's current institution and comment on teaching, research and service) | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Abbreviated files of other candidates on the short list - cover letter - AA & Citizenship forms if applicable - curriculum vitae - 3 signed letters of reference | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

| | |
|---|---------------------------------|
| AVP Academic Signature _____ | Date sent to President _____ |
| President's Signature _____ | Date sent to AVP Academic _____ |
| Date of Affirmative Action Approval _____ | Date Candidate Accepts _____ |