



Policy of the Vice-President Academic and Provost Regarding Terms and Conditions for Appointment of Associate Deans

Preamble

The purpose of this Policy is to set out general terms and conditions governing the appointment of Associate Deans during their term of office.

Associate Deans are members of the University academic leadership team.

Associate Deans are not members of the Faculty Association bargaining unit during their decanal term or subsequent administrative leaves and are therefore not subject to the terms and conditions of employment contained in the Collective Agreement pertaining to faculty and librarians ("Collective Agreement"), except to the extent expressly stated in this Policy.

In this Policy, "Associate Dean" includes "Acting Associate Dean", in all sections except sections 5.2 and "Dean" includes "Supervising Dean" in the case of Associate Dean positions shared among Faculties.

1.0 Procedures for Appointment or Re-Appointment

- 1.1 The procedures for appointment of an Associate Dean are those approved by the Board of Governors from time to time, which are relevant to the position.
- 1.2 Upon approval, the Dean is responsible for the negotiation of the terms of appointment, within the parameters of this policy.
- 1.3 The appointment will be offered and accepted in writing. The role and expectations of each Associate Dean must be set out in a Role Description that is attached to the offer of appointment.

2.0 Establishing New Associate Dean Positions

The creation of a new Associate Dean position and an incumbent's responsibilities must be proposed by the Dean of the relevant Faculty to, and approved in writing by, the Vice-President Academic and Provost. The request shall include rationale for the position. Where the request is denied, the Vice-President Academic and Provost shall provide reasons in writing.

3.0 Duties, Responsibilities and Standards of Conduct

3.1 An Associate Dean shall report to the Dean of the Faculty in which the incumbent serves as Associate Dean. Where the position is shared among Faculties, the Provost will select one of the Deans of those Faculties for the incumbent to report to (the “Supervising Dean”).

3.1.1 Associate Deans Indigenous shall report to the Supervising Dean and work at the direction of the Vice-President Indigenous on strategic initiatives for Indigenization and decolonization in Research/Scholarly Activity, Teaching and Service and in the operation of the Faculty.

3.2 An Associate Dean shall attend to the duties and responsibilities set out in the Role Description and such other duties and responsibilities that may be assigned from time to time by the Dean.

3.3 Appointment as Associate Dean shall be full-time. However, the Associate Dean may retain responsibilities for teaching and/or research/scholarly activity in their Home Unit, to the extent agreed upon in writing by their Dean in consultation with the incumbent and the Chair/Director/Dean of their Home Unit and Home Faculty.

3.4 During their term as Associate Dean, the incumbent will at all times:

- a. provide their best efforts, skills and talents to the business of the University in the course of their duties;
- b. maintain confidentiality when expected;
- c. operationalize decisions of administration;
- d. faithfully, honestly and diligently perform the duties and exercise the responsibilities that are required of them;
- e. deal at all times in good faith with the University and members of its Board of Governors and Senate, employees, students and other stakeholders;
- f. follow all university policies and relevant legislation applicable to their appointment and employment;
- g. avoid any conflict of interest or conflict of commitment and fully disclose to the Dean in writing any that might arise; and
- h. act at all times in the best interests of the University and in accordance with their fiduciary duties, and when acting in their capacity as Associate Dean, in a manner that protects and promotes the institutional goals and good reputation of the University.

3.5 As any faculty member, an Associate Dean is subject to the same professional responsibilities and the same duty to withdraw from decision-making processes in which they have, or may reasonably be seen to have, either a conflict of interest or a bias. The

Conflict of Interest and Reasonable Apprehension of Bias provisions of the Collective Agreement applies to Associate Deans.

4.0 Academic Freedom

An Associate Dean, in their teaching and research activities, has the same rights of Academic Freedom as are enjoyed by any University faculty member under the Collective Agreement pertaining to faculty members except as modified by their fiduciary duty as an academic leader to act in the best interests of the university.

5.0 Academic Rank and Career Progression

5.1 Subject to section 5.2, an Associate Dean maintains the academic rank and appointment type granted by their underlying faculty appointment.

5.2 An Associate Dean may apply for promotion in accordance with the VPAC Guidelines on Promotion of Excluded Faculty.

5.3 Provisions for stopping the clock on career progression as outlined in the Collective Agreement apply to Associate Deans.

5.3 No Associate Dean will be appointed without tenure.

6.0 Compensation

6.1 An Associate Dean shall receive a stipend, or compensation in lieu of stipend, in accordance with guidelines established by the Office of the Vice-President Academic and Provost and which may be amended from time to time.

6.2 An Associate Dean is eligible for the regular benefit and pensions plans pertaining to faculty members.

7.0 Study Leave and Administrative Leave

7.1 An Associate Dean who completes a term of at least five consecutive years may apply for and be granted Administrative Leave for one year at a salary equal to their regular academic salary, not including their administrative stipend. Applications for Administrative Leave will be reviewed and approved by the Vice-President Academic and Provost, upon recommendation from the Dean. Approval of Administrative Leave will not be unreasonably withheld. The Provost's decision is final. Applications for Administrative Leave will be made using a form provided by VPAC Office and by the same deadline for Administrative Leave that are outlined in the Collective Agreement. The Vice-President Academic and Provost may waive compliance with the deadline.

7.2 Unless approved at the time of appointment, an Associate Dean will not be granted Study Leave or Administrative Leave during their appointment as Associate Dean.

Subject to section 7.4, years served as Associate Dean will be counted towards Administrative Leave and will not count towards eligibility for Study Leave.

- 7.3 An Associate Dean retains the amount of Study Leave and/or Administrative Leave accrued and not used before their appointment as Associate Dean.
- 7.4 An Associate Dean who serves for less than a five-year term is therefore not entitled to Administrative Leave under this provision and is entitled to count the years served as Associate Dean towards eligibility for Study Leave under the Collective Agreement, unless specified otherwise in the relevant Senate procedure or as stipulated in the associate dean contract and approved by the Provost.
- 7.5 Administrative Leave provides for salary equal to the incumbent's regular academic salary, not including the Associate Dean stipend. The purpose of Administrative Leave is to enable faculty members to renew themselves with regards to the resumption of their regular Academic Responsibilities. Faculty members on Administrative Leave will not serve on any University, Faculty, or Departmental Committee without the approval of the Provost (or designate).
- 7.6 Any accrued Administrative Leave must be taken as leave and cannot be converted into a financial benefit.
- 7.7 The year of Administrative Leave will not count towards eligibility for Study Leave and the incumbent will remain "excluded faculty" (i.e., not a member of the Faculty Association) for the period of the Administrative Leave.
- 7.8 An Associate Dean who has service credits for Study Leave and Administrative Leave and wishes to combine them in a single Leave may, with approval of the Supervising Dean, make application to the Vice-President Academic and Provost who may approve Administrative Leave to be followed by Study Leave or require deferral of all or a portion of the Study Leave to a later date. In the latter case, service credits earned during the deferral may be used toward eligibility for the next Study Leave.
- 7.9 An Associate Dean is eligible for vacation and leaves afforded faculty members under the Collective Agreement (with the substitution of "Home Unit Dean" for "Chair" and "Vice-President Academic and Provost" for "Dean" in those articles).
- 7.10 In determining the salary to be paid to an Associate Dean on an approved leave, except for Administrative Leave, the Associate Dean's stipend will include as regular salary up to and including the first 12 weeks of leave. However, if the period of leave extends beyond 12 weeks, the salary payable to the Associate Dean will exclude the stipend from the payment after that date. Salary for long-term disability will be based on the provisions of the relevant insurance plan.

- 7.10 In determining whether or not to approve a Leave, the Dean will consider the operational requirements of the University as it relates to the Associate Dean position, and any implications of permitting the Leave.

8.0 Performance Management

- 8.1 If the Dean or the Vice-President Academic and Provost considers that the Associate Dean has failed to perform as expected or has breached a duty outlined in this policy, the Dean or the Vice-President Academic and Provost will bring the conduct to the attention of the Associate Dean and will provide guidance and assistance to enable the conduct to be rectified.
- 8.2 Notwithstanding section 8.1, where the Dean or the Vice-President Academic and Provost has reasonable grounds to believe that a situation exists that may lead to disciplinary action against the incumbent, the Vice-President Academic and Provost may elect to engage in a preliminary review of the matter and/or investigate. During a preliminary review and/or investigation, the Vice-President Academic and Provost may elect to suspend the Associate Dean from all or part of their Associate Dean appointment. In such a case, the incumbent shall, for the period of the suspension, resume their regular academic appointment, unless the Vice-President Academic and Provost determines the situation necessitates interim measures affecting that appointment. The Associate Dean compensation would be suspended during this period.
- 8.3 Any investigation will be conducted pursuant to the *Discipline* Article of the Collective Agreement, except that the incumbent is not entitled to representation by the Faculty Association unless potential discipline could impact terms and conditions of the incumbent's underlying faculty appointment.
- 8.4 Termination of an administrative appointment does not, in itself, terminate any underlying base faculty appointment. Discipline only related to the Associate Dean appointment is not grievable nor appealable.

9.0 Evaluation of Associate Deans

- 9.1 Associate Deans are expected to discuss with the Dean and formulate a statement of goals and initiatives within six months of their initial appointment and will then participate in annual reviews during the Associate Dean's term of office.
- 9.2 Each year, by such date as the Vice-President Academic and Provost may determine, an Associate Dean will submit to their Supervising Dean:

- a. a summary of their achievements and activities during the past year relating to their role as Associate Dean and their other Academic Responsibilities, together with supporting documentation as the Dean may require;
 - b. a statement of goals related to their role as Associate Dean, and the incumbent's other Academic Responsibilities; and
 - c. any ideas or plans for upcoming initiatives in support of their portfolio.
- 9.3 The Dean shall meet at least annually with an Associate Dean to review their performance. The Dean may solicit feedback relating to an Associate Dean's performance on a confidential basis from others with whom the Associate Dean works, as a part of the evaluation process. Where the Associate Dean continues to perform other Academic Responsibilities, this will include the assessments by the Chair/Director and Dean of the incumbent's Home Unit.
- 9.4 The Dean will make a recommendation to the Vice-President Academic and Provost regarding the incumbent's performance, in accordance with the *Salary Evaluation Process for Excluded Faculty*.
- 9.5 The criteria on which satisfactory and meritorious performance will be evaluated will be as outlined in the *VPAC Assessment Criteria for Associate Deans*, which may be amended from time to time.
 - 9.5.1 Teaching and research shall be evaluated as per the relevant Unit Standard.
- 9.6 Associate Deans will normally (subject to controls imposed by government or unless expressly agreed to the contrary) be entitled to any general salary increment available to faculty members under the Collective Agreement for each year that would have applied to the Associate Dean had they been in a regular faculty position in their unit. Any salary adjustments will be added to the Associate Dean's base academic salary.
- 9.7 Where an (Acting) Associate Dean's term has ended and the incumbent takes Administrative Leave or Study Leave, review of the incumbent's performance and determination of career progress and merit awards for the calendar years that overlap with the period of Administrative Leave or Study Leave will be conducted by the Dean of the incumbent's Home Unit based on criteria that are relevant to the Associate Dean's Administrative Leave proposal and to the criteria set out in section 9.5, assessed over the entire Administrative term. Where a portion of any year was spent performing regular academic duties in a unit, the Chair/Director of the incumbent's Home Unit will be consulted (if applicable).
- 9.8 Where the former Associate Dean has returned to their Home Unit and is being assessed as a regular faculty member, the person performing the assessment shall

consult with the person who was Supervising Dean during the Associate Dean appointment to determine an appropriate performance assessment of activities in the Associate Dean role, until the three-year assessment period provided for in the Collective Agreement no longer includes performance as an Associate Dean.

10.0 Revisions

This policy will be revised as may be required at the discretion of the Vice-President Academic and Provost.