

# **Collective Agreement**

**Between**

**The Board of Governors of  
Grant MacEwan University**

**And**

**The Faculty Association of  
Grant MacEwan University**

**July 1, 2020 – June 30, 2024**

<b>ARTICLE 1</b>	<b>DURATION OF AGREEMENT .....</b>	<b>2</b>
1.1	DURATION .....	2
1.2	LEGISLATION .....	2
<b>ARTICLE 2</b>	<b>DEFINITIONS .....</b>	<b>2</b>
2.1	GENERAL .....	2
2.2	PERSONS OR PARTIES BOUND BY THE AGREEMENT .....	2
2.3	GENERAL TERMINOLOGY .....	3
2.4	CONSULTATION.....	3
2.5	OFFICIAL FILE .....	4
<b>ARTICLE 3</b>	<b>NEGOTIATIONS .....</b>	<b>4</b>
3.1	COLLECTIVE BARGAINING.....	4
3.2	PUBLISHING THE COLLECTIVE AGREEMENT .....	4
3.3	STRIKE OR LOCKOUT .....	4
<b>ARTICLE 4</b>	<b>DISPUTES AND GRIEVANCES.....</b>	<b>5</b>
4.1	CATEGORIES OF FACULTY GRIEVANCES .....	5
4.2	INFORMAL DISPUTE RESOLUTION AND GRIEVANCE PROCEDURES .....	5
4.3	BOARD GRIEVANCES .....	6
4.4	FAILURE OF THE UNIVERSITY TO PROCESS.....	6
4.5	FAILURE OF THE ASSOCIATION TO PROCESS .....	6
4.6	GRIEVANCE TIME LIMITS.....	7
<b>ARTICLE 5</b>	<b>GRIEVANCE ARBITRATION .....</b>	<b>7</b>
5.2	NOTICE .....	7
5.3	CONVENING THE ARBITRATION BOARD .....	7
5.4	ARBITRATION HEARING .....	7
5.5	POWERS OF THE ARBITRATION BOARD .....	7
5.6	EXPENSES OF ARBITRATION BOARD.....	8
5.7	WAIVER OF UNIVERSITY RESPONSIBILITIES.....	8
5.8	GRIEVANCE ARBITRATION TIME LIMITS.....	8
<b>ARTICLE 6</b>	<b>JOINT COMMITTEE FOR THE MANAGEMENT OF THE AGREEMENT .....</b>	<b>8</b>
<b>ARTICLE 7</b>	<b>BOARD/ASSOCIATION RELATIONS.....</b>	<b>9</b>
7.1	RECOGNITION.....	9
7.2	CONSULTATION WITH THE ASSOCIATION .....	9
7.3	RELEASE TIME .....	9
7.4	ASSOCIATION FEES .....	10
7.5	MEMBERSHIP INFORMATION .....	10
<b>ARTICLE 8</b>	<b>APPOINTMENT OF ACADEMIC STAFF .....</b>	<b>10</b>
8.3	COMPOSITION OF THE SEARCH COMMITTEE .....	10
8.4	SEARCH PROCESS .....	11
8.5	APPOINTMENTS .....	11
8.6	EFFECTIVE DATES FOR TENURE-TRACK APPOINTMENTS .....	12
<b>ARTICLE 9</b>	<b>APPOINTMENT REVIEW AND PROMOTION .....</b>	<b>12</b>
9.1	ACADEMIC RANK.....	12

9.2	TENURE AND PROMOTION COMMITTEES .....	12
9.3	THE UNIVERSITY PROMOTION COMMITTEE .....	14
9.4	EXTENSION OF PROBATION AND TENURE .....	14
9.5	PROMOTION .....	17
<b>ARTICLE 10</b>	<b>CRITERIA FOR EXTENSION OF PROBATION, TENURE, AND PROMOTION .....</b>	<b>18</b>
10.1	FACULTY WITH ACADEMIC RANK: GENERAL .....	18
10.2	PROFESSORIAL RANKS .....	22
10.3	PROFESSIONAL RESOURCE FACULTY .....	24
10.4	FACULTY WITHOUT ACADEMIC RANK: CRITERIA FOR TENURE .....	25
<b>ARTICLE 11</b>	<b>EVALUATION OF TEACHING AND SCHOLARLY ACTIVITY.....</b>	<b>26</b>
11.1	EVALUATION OF TEACHING .....	26
11.4	STUDENT COURSE FEEDBACK SURVEYS AND THEIR ADMINISTRATION .....	27
11.5	DISTRIBUTION OF INFORMATION FROM STUDENT COURSE FEEDBACK SURVEYS .....	27
11.6	EVALUATION OF SCHOLARLY ACTIVITY .....	27
<b>ARTICLE 12</b>	<b>WORKLOAD ASSIGNMENT .....</b>	<b>29</b>
12.1	WORKLOAD ASSIGNMENTS: GENERAL .....	29
12.2	INSTRUCTIONAL ASSIGNMENT .....	30
12.3	WORKLOAD ASSIGNMENT FOR PROFESSORIAL RANKS.....	31
12.4	FACULTY DEVELOPMENT FACILITATOR WORKLOAD ASSIGNMENT .....	32
12.5	FACULTY SCHOOL ADVISOR WORKLOAD ASSIGNMENTS .....	32
12.6	PROFESSIONAL RESOURCE FACULTY WORKLOAD ASSIGNMENT.....	32
12.7	LAB SUPERVISOR WORKLOAD ASSIGNMENT .....	32
12.8	LAB INSTRUCTOR WORKLOAD ASSIGNMENT .....	33
12.9	ENGLISH AS AN ADDITIONAL LANGUAGE INSTRUCTOR WORKLOAD ASSIGNMENT .....	33
12.10	UNIVERSITY PREPARATION INSTRUCTOR WORKLOAD ASSIGNMENT .....	33
12.11	WORKLOAD REVIEW PANEL .....	34
12.12	OVERLOAD.....	34
12.13	EXTERNAL PROFESSIONAL ACTIVITIES .....	35
<b>ARTICLE 13</b>	<b>CHAIRS.....</b>	<b>35</b>
13.1	GENERAL .....	35
13.2	APPOINTMENT.....	35
13.3	REAPPOINTMENT .....	36
13.4	RESIGNATION AND REMOVAL .....	37
13.5	CHAIR WORKLOAD .....	37
<b>ARTICLE 14</b>	<b>ANNUAL REPORTS AND ANNUAL PERFORMANCE REVIEW .....</b>	<b>38</b>
14.2	ANNUAL REPORTS .....	38
14.3	PERFORMANCE REVIEW .....	38
14.4	PERFORMANCE REVIEW CRITERIA .....	39
14.5	PERFORMANCE REVIEW FORM AND PROCESS .....	39
14.6	PERFORMANCE REVIEW OF CHAIRS.....	40
14.7	UNSATISFACTORY PERFORMANCE .....	40
14.8	RELATIONSHIP WITH PROMOTION RECOMMENDATIONS AND DECISIONS .....	41
<b>ARTICLE 15</b>	<b>RESIGNATION AND RETIREMENT .....</b>	<b>41</b>

15.1	NOTICE .....	41
15.2	RETIREMENT DATE AND VACATION .....	41
15.3	RESIGNATION DATE AND VACATION .....	41
15.4	BRIDGE TO RETIREMENT .....	42
15.5	BRIDGE PLAN REQUIREMENTS .....	42
<b>ARTICLE 16</b>	<b>ACADEMIC REORGANIZATION .....</b>	<b>43</b>
16.6	ACADEMIC UNIT DELETION .....	43
16.7	ACADEMIC UNIT REDUCTION .....	43
16.13	RECALL .....	44
<b>ARTICLE 17</b>	<b>REASSIGNMENT .....</b>	<b>45</b>
17.1	REASSIGNMENT PROCEDURES .....	45
17.2	RETRAINING .....	45
17.4	EFFECT ON EMPLOYMENT RIGHTS .....	45
<b>ARTICLE 18</b>	<b>DISCIPLINE .....</b>	<b>46</b>
18.1	GENERAL .....	46
18.2	PROCEDURES FOR DISCIPLINE .....	46
18.3	FORMS OF DISCIPLINE .....	47
18.4	RESTRICTIONS ON DISCIPLINE .....	48
<b>ARTICLE 19</b>	<b>SALARY .....</b>	<b>48</b>
19.1	SALARY TABLES .....	48
19.2	EXCEPTIONS .....	48
19.3	INITIAL PLACEMENT .....	48
19.4	PROFESSIONAL DESIGNATION .....	49
19.5	PROMOTION AND ADDITIONAL CREDENTIALS .....	49
19.6	GRID STEPS .....	49
19.7	PAYMENTS .....	49
<b>ARTICLE 20</b>	<b>STATUTORY HOLIDAYS AND VACATION ENTITLEMENT .....</b>	<b>49</b>
20.1	STATUTORY HOLIDAYS .....	49
20.2	VACATION ENTITLEMENT .....	50
<b>ARTICLE 21</b>	<b>LEAVES OF ABSENCE: SICK LEAVE .....</b>	<b>51</b>
21.1	DEFINITIONS .....	51
21.2	TENURE-TRACK AND TENURED MEMBERS .....	51
21.3	NURSE EDUCATORS AND FULL-TIME LIMITED-TERM MEMBERS .....	52
21.4	PAYMENT IN LIEU .....	52
21.5	ADDITIONAL SICK LEAVE .....	52
21.6	NOTICE OF RETURN AFTER LEAVE .....	52
<b>ARTICLE 22</b>	<b>LEAVES OF ABSENCE: PARENTAL LEAVE .....</b>	<b>53</b>
22.2	NOTICE OF LEAVE .....	53
22.3	NOTICE OF RETURN FROM LEAVE .....	53
22.4	BENEFITS WHILE ON MATERNITY LEAVE .....	53
22.5	PATERNITY LEAVE .....	53
22.6	SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFIT PLAN .....	53
22.7	ELIGIBILITY FOR SEIB PLAN .....	54

22.8	RULES AND REGULATIONS .....	54
<b>ARTICLE 23</b>	<b>OTHER LEAVES OF ABSENCE .....</b>	<b>54</b>
23.1	PROFESSIONAL SERVICE LEAVE .....	54
23.2	COURT APPEARANCE LEAVE .....	54
23.3	LEAVE TO SEEK PROVINCIAL OR FEDERAL ELECTION .....	55
23.4	COMPASSIONATE CARE LEAVE .....	55
23.5	BEREAVEMENT LEAVE .....	55
23.6	OTHER LEAVE WITHOUT PAY .....	56
23.7	NOTICE OF RETURN AFTER LEAVE .....	56
<b>ARTICLE 24</b>	<b>BENEFITS FOR THOSE ON LEAVE .....</b>	<b>56</b>
<b>ARTICLE 25</b>	<b>BENEFITS.....</b>	<b>56</b>
25.1	BENEFIT PLANS .....	56
<b>ARTICLE 26</b>	<b>FACULTY PROFESSIONAL DEVELOPMENT .....</b>	<b>57</b>
26.1	GENERAL .....	57
26.2	INDIVIDUAL FACULTY DEVELOPMENT ALLOCATIONS .....	57
26.3	SESSIONAL FACULTY DEVELOPMENT FUNDS.....	57
<b>ARTICLE 27</b>	<b>SABBATICAL LEAVE.....</b>	<b>58</b>
27.1	GENERAL .....	58
27.2	ELIGIBILITY .....	58
27.3	UNIVERSITY RESPONSIBILITIES.....	58
27.4	APPLICATION PROCESS .....	58
27.5	ADJUDICATION .....	59
27.6	CONDITIONS ON SABBATICAL LEAVE.....	61
<b>ARTICLE 28</b>	<b>TRAVEL .....</b>	<b>62</b>
<b>ARTICLE 29</b>	<b>ACADEMIC FREEDOM .....</b>	<b>62</b>
29.1	PREAMBLE .....	62
29.2	PRINCIPLES .....	62
29.3	TEACHING.....	63
29.4	RESEARCH, PUBLICATION, AND OTHER SCHOLARLY ACTIVITIES.....	63
29.5	UNIVERSITY GOVERNANCE .....	63
29.6	PROFESSIONAL AND COMMUNITY ACTIVITIES.....	64
<b>ARTICLE 30</b>	<b>HEALTH, SAFETY, AND ENVIRONMENT .....</b>	<b>64</b>
30.1	HEALTH AND SAFETY .....	64
30.2	HARASSMENT AND VIOLENCE .....	64
30.3	RESOURCES .....	64
<b>ARTICLE 31</b>	<b>INTELLECTUAL PROPERTY .....</b>	<b>64</b>
31.1	COPYRIGHT .....	64
31.2	PATENTS AND RELATED INTELLECTUAL PROPERTY .....	67
<b>ARTICLE 32</b>	<b>NURSE EDUCATOR.....</b>	<b>69</b>
32.2	APPOINTMENTS .....	69
32.3	APPOINTMENT PROCESS.....	70
32.4	SALARY .....	70

32.5	VACATION .....	70
32.6	WORKLOAD ASSIGNMENT.....	71
32.7	ANNUAL REPORTS AND PERFORMANCE REVIEWS .....	71
32.8	BENEFITS.....	71
32.9	RESIGNATION .....	71
<b>ARTICLE 33</b>	<b>SESSIONAL AND SESSIONAL-EXTENDED APPOINTMENTS .....</b>	<b>71</b>
33.1	GENERAL.....	71
33.2	COURSE ASSIGNMENT .....	72
33.3	PAY .....	72
33.4	BENEFITS.....	73
33.5	SESSIONAL-EXTENDED APPOINTMENTS.....	73
<b>ARTICLE 34</b>	<b>TEMPORARY REDUCED, LIMITED-TERM, AND COURSE WRITER, DEVELOPER, AND REVIEWER APPOINTMENTS.....</b>	<b>75</b>
34.1	GENERAL.....	75
34.2	TEMPORARY REDUCED APPOINTMENTS .....	75
34.3	LIMITED TERM APPOINTMENTS.....	76
34.4	COURSE WRITER, DEVELOPER, AND REVIEWER APPOINTMENTS .....	77
	ACADEMIC APPOINTMENTS FOR ACADEMIC SENIOR ADMINISTRATORS .....	78
	RESTORATION OF RATES FOR RED CIRCLED SESSIONAL MEMBERS .....	79
	PROMOTION PROCEDURE FOR TENURED, RED-CIRCLED MEMBERS .....	80
	CROSS-APPOINTMENT OF ACADEMIC STAFF BETWEEN ACADEMIC UNITS AND KIHĒW WACISTON .....	81
	INSTRUCTIONAL WORKLOAD FOR PROFESSORIATE MEMBERS.....	86
	GRID STEP PROGRESSION – DECEMBER 2023 .....	87
	SALARY TABLE FOR PROFESSORIAL FACULTY MEMBERS.....	88
	SALARY TABLE FOR PROFESSIONAL RESOURCE FACULTY WITH RANK .....	92
	SALARY TABLE FOR FACULTY DEVELOPMENT FACILITATOR AND PROFESSIONAL RESOURCE FACULTY WITHOUT RANK .....	96
	SALARY TABLE FOR NURSE EDUCATORS .....	100
	SALARY TABLE FOR FACULTY SCHOOL ADVISORS/INSTRUCTIONAL ASSISTANTS (IAs).....	102
	SALARY TABLE FOR LAB INSTRUCTORS AND LAB SUPERVISORS .....	104
	SALARY TABLE FOR ENGLISH AS AN ADDITIONAL LANGUAGE AND UNIVERSITY PREPARATION INSTRUCTORS... ..	106
	SALARY RATE FOR SESSIONAL LAB INSTRUCTORS.....	109
	SALARY RATE FOR SESSIONAL ENGLISH AS AN ADDITIONAL LANGUAGE INSTRUCTORS AND SESSIONAL UNIVERSITY PREPARATION INSTRUCTORS .....	109
	SALARY TABLE FOR SESSIONAL INSTRUCTORS .....	109
	SALARY TABLE FOR COURSE WRITER, DEVELOPERS, AND REVIEWERS.....	110
	APPENDIX: GAIN SHARING .....	111

## **INTRODUCTION**

This Agreement is made, in accordance with the Post-Secondary Learning Act of Alberta,

**BETWEEN**

the Board of Governors of Grant MacEwan University, being a Board within the meaning of the Act,

**AND**

the Faculty Association of Grant MacEwan University, being an academic staff Association within the meaning of the Act.

## **ARTICLE 1**     **Duration of Agreement**

### **1.1**         **Duration**

- 1.1.1         This Collective Agreement will be in full force and effect from the date this Agreement is ratified until and including June 30, 2024
- 1.1.2         Such altered Agreement will be made effective on the date of ratification unless specifically agreed otherwise.

### **1.2**         **Legislation**

- 1.2.1         In the event of a conflict between a provision of the Agreement and any applicable legislation, the remaining provisions will remain in effect for the duration of the Agreement. The parties to the Agreement will promptly meet and attempt to negotiate a substitute for the provision in conflict. If no agreement can be reached, the provision in dispute will be settled according to the impasse resolution mechanism provided for in the Agreement.
- 1.2.2         In the event of a conflict between rules and regulations of the University and this Collective Agreement, this Collective Agreement will take precedence.

## **ARTICLE 2**     **Definitions**

### **2.1**         **General**

- 2.1.1         The following definitions refer to terms included in this Collective Agreement.

### **2.2**         **Persons or Parties Bound by the Agreement**

- 2.2.1         “Academic Unit” refers to a Department or equivalent entity.
- 2.2.2         “Association” designates the Faculty Association of Grant MacEwan University.
- 2.2.3         “Board” designates the Board of Governors of Grant MacEwan University.
- 2.2.4         “University” means Grant MacEwan University, as governed under the Post-Secondary Learning Act, and includes the Board or designate, as appropriate.
- 2.2.5         “University President” designates the President of Grant MacEwan University and “Provost” designates the Provost and Vice-President Academic.
- 2.2.6         “Dean” designates the administrative officer of a Faculty, School, or comparable entity whose Members are subject to this Agreement. Wherever Dean appears in this Agreement, it will mean the equivalent administrative officer.
- 2.2.7         “Member” refers to any person who is employed by the University in an academic staff appointment pursuant to the Post-Secondary Learning Act of Alberta and other applicable statutes, and for the duration of this Agreement includes at least the following:
  - 2.2.7.1         Professorial Ranks;
  - 2.2.7.2         Faculty School Advisors. Whenever Faculty School Advisor appears in this Agreement, it will also include those employees hired and still employed under the Instructional Assistant title;
  - 2.2.7.3         Professional Resource Faculty Members: Counsellors, Learning Specialists, Librarians, Nursing Laboratory Resource Professionals, and Writing and Learning Consultants;
  - 2.2.7.4         Faculty Development Facilitator;
  - 2.2.7.5         Lab Supervisors;



- 2.2.7.6 Lab Instructors;
- 2.2.7.7 English as an Additional Language Instructors; and
- 2.2.7.8 University Preparation Instructors.
- 2.2.8 “Tenured Member” means a Member whose appointment is continuous from year to year, subject to the right of the Provost to dismiss in accordance with Article 18 or subject to the provisions of Article 16.
- 2.2.9 “Tenure-Track Member” means a Member who, upon satisfactory completion of the probationary period, will become a Tenured Member.
- 2.2.10 “Contract Faculty Member” means a Member whose appointment is for a fixed period. This includes the categories of Sessional, Sessional-Extended, Full-Time and Part-Time Limited-Term, Course Writer, Developer, and Reviewer, and Nurse Educator.
- 2.3 **General Terminology**
  - 2.3.1 “Agreement” refers to the Collective Agreement Between the Board of Governors of Grant MacEwan University and the Faculty Association of Grant MacEwan University.
  - 2.3.2 “Academic Year” refers to a period from September 1 to August 31 of the following calendar year.
  - 2.3.3 “Term” refers to one (1) of three (3) periods of instruction into which the University’s Academic Year is divided, namely:
    - 2.3.3.1 Fall Term, normally September through December;
    - 2.3.3.2 Winter Term, normally January through April;
    - 2.3.3.3 Spring/Summer Term normally May through August.
  - 2.3.4 A “working day” is a day during which normal University operations occur, and does not include Saturday, Sunday, Statutory Holidays, or other holidays declared by the University from time to time.
  - 2.3.5 “Instructional Hour” is the standard unit of instruction.
  - 2.3.6 If the context requires, the singular means, or includes, the plural, and vice versa.
- 2.4 **Consultation**
  - 2.4.1 Where consultation is required by this Agreement, such consultation will be deemed to have occurred once the following actions have been taken:
    - 2.4.1.1 The Dean advises the affected Member of the issue involved;
    - 2.4.1.2 The Dean hears and discusses the concerns of the Member prior to reaching a decision or making a recommendation on the matter; and
    - 2.4.1.3 The Member is notified of the Dean’s decision or recommendation without undue delay. Such notification will be given to the Member in writing if the Member so requests.

## **2.5 Official File**

- 2.5.1 The Official File is the paper or electronic medium, located in Human Resources, the Office of the Provost, and the Office of the Dean, in which a Member's terms and conditions of employment are stored.

## **ARTICLE 3      Negotiations**

### **3.1 Collective Bargaining**

- 3.1.1 Either the Board or the Association may, not less than sixty (60) days and not more than one-hundred eighty (180) days preceding the expiry of the term of the collective agreement, by notice in writing, require the other party to the collective agreement to commence collective bargaining.
- 3.1.1.1 Notice to commence collective bargaining will include the names of the persons who will comprise the bargaining committee.
- 3.1.1.2 The party in receipt of the notice to commence collective bargaining will respond in writing within ten (10) working days with the names of the persons who will comprise its bargaining committee.
- 3.1.2 When notice to commence collective bargaining has been served under 3.1.1, not more than thirty (30) days after notice is served, the Board and the Association shall:
- 3.1.2.1 meet and commence, or cause authorized representatives to meet and commence, to bargain collectively in good faith, and
- 3.1.2.2 make every reasonable effort to enter into a collective agreement.
- 3.1.3 The Board and the Association shall exchange bargaining proposals within thirty (30) days after the first time they meet for the purpose of collective bargaining.

### **3.2 Publishing the Collective Agreement**

- 3.2.1 Within sixty (60) days of the ratification of the Agreement, the parties will reconvene in order to prepare the Agreement for publishing.
- 3.2.2 The parties will be represented by no more than three (3) people each. Either party may use the services of additional consultants and resource people, who may attend preparation meetings upon mutual agreement of the parties.
- 3.2.3 During the preparation of the Agreement, either party may veto any proposed change by asserting that it would change the meaning of the Agreement.
- 3.2.4 Once the Agreement has been prepared and published, the Agreement as published will be deemed the version in force for the length of the Agreement.

### **3.3 Strike or Lockout**

Subject to the provisions of the Alberta *Labour Relations Code*, and for the duration of this Agreement, the Board and the Association agree that:

- 3.3.1 there shall be no strike or lockout,
- 3.3.2 subject to an Essential Services Agreement between the Board and the Association pursuant to *Labour Relations Code* Division 15.1, during a Lawful Strike or Lockout a Member of the Association will, subject to the discretion and prior approval by the University, be provided limited access to the Member's office and/or university facilities in order to prevent irreparable damage (i.e., the loss of life and/or decomposition of materials) to the Member's research,
- 3.3.3 subject to *Labour Relations Code* s 155 (Insurance and Pension rights) during a Lawful Strike or Lockout a Member of the Association who is on approved leave under Article 21 and Article 22 at the commencement of the Lawful Strike or Lockout will remain on the approved leave until such time as the leave ends as though no Lawful Strike or Lockout had occurred,
- 3.3.4 no Member shall be subject to disciplinary action for refusing to cross a lawful picket line, or for refusing to perform the duties of an employee of the University who is lawfully on strike or locked out, and
- 3.3.5 should the parties enter into negotiations of an Essential Services Agreement, pursuant to *Labour Relations Code* Division 15.1, the parties will also discuss what, if any, protocols should be developed regarding members on Sabbatical Leave under Article 27.

#### **ARTICLE 4      Disputes and Grievances**

##### **4.1      Categories of Faculty Grievances**

- 4.1.1 If any difference concerning the interpretation, application, operation, or alleged violation of this Agreement, or any question as to whether any difference is arbitrable, arises between the parties or the persons bound by this Collective Agreement, such difference will be deemed a grievance. The four different types of faculty grievances are defined as follows:
  - 4.1.1.1 Individual Member grievance: grievance relating to an individual employee;
  - 4.1.1.2 Group grievance: grievance relating to a group of employees similarly affected by the employer's action;
  - 4.1.1.3 Association grievance: sometimes used interchangeably with policy grievance, but also referring specifically to a grievance directly affecting the Association; and
  - 4.1.1.4 Policy grievance: grievance by the Association which may involve a matter of general policy or of general application of the Collective Agreement.

##### **4.2      Informal Dispute Resolution and Grievance Procedures**

- 4.2.1 Informal Dispute Resolution
  - 4.2.1.1 To promote the earliest possible resolution of disputes arising out of this Collective Agreement, issues should be brought forward for discussion within ten (10) working days with the appropriate parties with the intent of informal dispute resolution.
  - 4.2.1.2 Informal dispute resolution is not mandatory.
  - 4.2.1.3 Matters of discipline will not be subject to informal dispute resolution.

- 4.2.1.4 Informal Dispute Resolution and Step 1 will not apply to Group, Association, or Policy grievances. Group, Association, or Policy grievances will be initiated at Step 2.
- 4.2.2 Step 1 Grievance
  - 4.2.2.1 Within thirty (30) working days of the difference arising, regardless of the cause or source of the difference, if an informal dispute resolution has not been reached, the Member will submit the complaint to the Association. If the Association decides to proceed with a grievance, they will file the grievance in writing with the appropriate Dean, with a copy to Human Resources and the Member, outlining the nature of the difference and the resolution sought.
  - 4.2.2.2 In matters to be grieved arising from the discipline of a Member, a grievance will be filed at Step 1 within ten (10) working days of receipt of the discipline.
  - 4.2.2.3 Within ten (10) working days of the receipt of the grievance, the Member, the Dean, and one representative from each of Human Resources and the Association will meet and attempt to resolve the difference. This step will not continue beyond ten (10) working days from the date of the first grievance meeting.
  - 4.2.2.4 An Association representative will accompany the Member through all steps of the grievance procedure.
- 4.2.3 Step 2 Grievance
  - 4.2.3.1 Within ten (10) working days of the expiration of Step 1, the Association may file the grievance in writing with the Provost.
  - 4.2.3.2 Within ten (10) working days of the grievance being filed at Step 2, the Member, the Provost, and one representative from each of Human Resources and the Association will meet and attempt to resolve the difference. This step will not continue beyond ten (10) working days from the date of the first meeting.
  - 4.2.3.3 When the resolution of the grievance is not accomplished with the expiration of Step 2, the Association may elect to resolve the dispute through grievance arbitration, as set forth in Article 5.
- 4.3 **Board Grievances**
  - 4.3.1 Grievances by the Board will be filed with the President of the Association within thirty (30) working days of the difference arising. If the grievance is not settled within thirty (30) working days of the grievance being filed, the Board may refer the difference to grievance arbitration as set forth in Article 5.
- 4.4 **Failure of the University to Process**
  - 4.4.1 When there is a failure by the University to meet the time limits set out in Article 4.2, then, upon expiry of such time limits, the Association may advance the grievance to the next step.
- 4.5 **Failure of the Association to Process**
  - 4.5.1 When there is a failure by the Association to file or advance the grievance within the time limits set out in Article 4.3, the grievance will be deemed abandoned.
  - 4.5.2 When there is a failure by the Association to respond to a Board grievance within the time limits set out in Article 4.4, the Board may elect to advance the grievance to arbitration as outlined in Article 5.

#### **4.6 Grievance Time Limits**

- 4.6.1 The time limits in this Article may be extended by the mutual consent of the parties to the grievance.
- 4.6.2 Requests for extensions will not be unreasonably denied by either party.

### **ARTICLE 5      Grievance Arbitration**

- 5.1 Provided that the Association has complied with the terms of Article 4, the Association may elect to advance the grievance to arbitration according to the terms of this Article.

#### **5.2 Notice**

- 5.2.1 Within ten (10) working days of the expiry of the time limits set forth in Article 4.2 or Article 4.3, the grieving party will notify the other party to the grievance, in writing, of its desire to submit the grievance to arbitration.
- 5.2.2 Such notice will contain a statement outlining the nature of the grievance and the redress sought and will name the first party's nominee to the arbitration Board.

#### **5.3 Convening the Arbitration Board**

- 5.3.1 The recipient of the notice will, within ten (10) working days of receipt of such notice, inform the other party of the name of its nominee to the arbitration Board.
- 5.3.2 The two (2) nominees so selected will, within ten (10) working days of the appointment of the second of them, appoint a mutually acceptable third person who will be the Chair.
- 5.3.3 If either of the parties to the grievance fails to name its nominee to the arbitration Board within the time limits herein provided, such appointment will be made by the Director of Mediation Services upon the application of the other party, giving three (3) working days' notice of such application.
- 5.3.4 Similarly, if the two (2) nominees fail to agree upon a Chair, the appointment will be made by the Director of Mediation Services, upon application by either party upon three (3) working days' notice to the other.

#### **5.4 Arbitration Hearing**

- 5.4.1 After the arbitration Board has been duly formed, it will meet as soon as possible after the appointment of the Chair and hear such evidence as the parties to the grievance may desire to present, in order to assure a full and fair hearing.
- 5.4.2 The arbitration Board will render its decision in writing to the parties as quickly as possible after the completion of the hearing.
- 5.4.3 The decision of the majority is the award of the arbitration Board and is final and binding upon the parties and any persons bound by this Agreement. If there is no majority, the decision of the Chair governs and will be deemed to be the award of the arbitration Board.

#### **5.5 Powers of the Arbitration Board**

- 5.5.1 The arbitration Board has the authority to:
  - 5.5.1.1 Allow for clerical errors or clerical omissions in the framing of the grievance;
  - 5.5.1.2 Request the attendance of any witness it deems necessary;
  - 5.5.1.3 Keep a record of the proceedings;

- 5.5.1.4 Request access to any documents or other materials relating to the dispute; and
- 5.5.1.5 Correct any typographical error or omission in the Agreement or any previous award.
- 5.5.2 The arbitration Board, by its decision, will not alter, amend, or change the terms of this Agreement nor will it render any decision inconsistent with the terms of the Agreement.
- 5.5.3 Where in ruling on a grievance, an arbitration Board determines that this Agreement has been violated but finds no redress specified in the Agreement, the Board will determine a fair and adequate remedy.
- 5.5.4 Notwithstanding any other provision of this Agreement, and provided that the arbitration Board determines that no substantial wrong or substantial prejudice has occurred, a grievance will not, at any stage in the process, be defeated because of any defect in form or because of a failure to adhere to timelines.
- 5.6 **Expenses of Arbitration Board**
- 5.6.1 Each party to the difference will bear the expense of its respective nominee to the arbitration Board, and the two parties will bear equally the expenses of the Chair.
- 5.7 **Waiver of University Responsibilities**
- 5.7.1 The Member and all necessary witnesses will have their University responsibilities waived during the period of time they are required to attend grievance arbitration hearings.
- 5.8 **Grievance Arbitration Time Limits**
- 5.8.1 Notwithstanding the time limits referred to in this Article, any of them may be extended at any time upon the mutual written agreement of the parties to the grievance.

## **ARTICLE 6      Joint Committee for the Management of the Agreement**

- 6.1 Within ten (10) working days of this Agreement coming into effect, the University and the Association will form a Joint Committee for the Management of the Agreement. The Committee will exist for the entire duration of this Agreement.
- 6.2 The Committee will be composed of three (3) representatives each of the University and of the Association. Each party will appoint its representatives and inform the other in writing of the names of or changes to its representatives.
- 6.3 The Committee may use the services of such consultants and resource people as they see fit, and such persons may be invited to attend committee meetings.
- 6.4 The objectives of the Committee will be:
  - 6.4.1 To review matters of concern, especially those arising from the management or interpretation of the Agreement;
  - 6.4.2 To reach consensus, where possible, on those issues that are specifically placed before it by the terms of this Agreement;
  - 6.4.3 To facilitate good communication and develop a spirit of co-operation and mutual respect between the parties; and
  - 6.4.4 To serve as a forum for the exchange of information and function in an advisory capacity to the University and the Association.

- 6.5 The Committee will not limit access to grievance, nor the rights of Members to grieve as set out in this Agreement; however, the Committee will not hear matters that have been formally grieved or submitted to grievance arbitration.
- 6.6 The Committee is not a substitute for negotiations and will have no power to approve amendments to the Collective Agreement, but may recommend:
  - 6.6.1 Changes to the procedures for the application of the Collective Agreement; and
  - 6.6.2 Changes to the Collective Agreement, for consideration during future collective bargaining.
- 6.7 The Committee will determine its own rules of procedure, subject to the following provisions:
  - 6.7.1 Two (2) members of the Committee, one from each party, will be designated by the Committee as joint Chairs and will alternate in presiding over meetings;
  - 6.7.2 The Committee will meet as necessary, upon five (5) working days written notice by either party; and
  - 6.7.3 Quorum is the entire Committee.

## **ARTICLE 7     Board/Association Relations**

### **7.1     Recognition**

- 7.1.1 The Board recognizes the Association as the sole and exclusive bargaining agent for all Members designated as academic staff as set forth in this Agreement. All University employees designated as academic staff in this Agreement will be Members of the Association.
- 7.1.2 The Board recognizes the Association as the official representative of any Member who asks for its assistance in processing a grievance in any or all stages of resolution or attempted resolution.

### **7.2     Consultation with the Association**

- 7.2.1 Where consultation with the Association is required by this Agreement, such consultation will be deemed to have occurred once the following actions have been taken:
  - 7.2.2 The Dean advises the Association of the issue involved;
  - 7.2.3 The Dean hears and discusses the concerns of the Association prior to reaching a decision or making a recommendation on the matter; and
  - 7.2.4 The Association is notified of the Dean's decision or recommendation without undue delay. Such notification will be given to the Association in writing.

### **7.3     Release Time**

- 7.3.1 The Board will annually provide to the Association, without compensation from the Association, 405 IH release for Members to perform Association duties. For the purposes of this Article, 45 IH will be equivalent to a ten per cent (10%) release for Members assigned a percentage-based workload.
- 7.3.2 The Board will further allow the Association to purchase up to 495 IH release for Members to perform Association duties. The cost of release time for Members will be ten thousand dollars (\$10,000) per 45 IH course equivalent.

- 7.3.3 The Board will not unreasonably deny the Association the right to purchase additional release, beyond that stipulated in this Article. Should the Association request the purchase of further release, the request will be made by the Association President to the Provost, who will review the request and, in situations where further release for a particular Member is not granted, will provide written reasons to the Association. Any additional release will be at the rate prescribed in this Article.
- 7.3.4 Release time requests will be made in writing by the Association to the Provost not less than two (2) months prior to the effective date of the release, or with such notice as is otherwise agreed.
- 7.3.5 The Association recognizes that all release requests may not be granted when a Member has unique responsibilities that are particularly difficult to replace.
- 7.4 **Association Fees**
- 7.4.1 The University will deduct bi-weekly an amount equivalent to 1/26 of each Member's annual membership fees and will remit such fees bi-weekly to the Association.
- 7.4.2 The University will, on a bi-weekly basis, submit to the Association Office a current record of the deductions and remittances of all Members made in accordance with this Article.
- 7.4.3 The Association will, from time to time, advise the University of the amount of the annual membership fees.
- 7.5 **Membership Information**
- 7.5.1 The University will, four (4) times annually, submit to the Association, in an agreed electronic format, a current list of Members, including at least the following: each Member's full name, appointment type, job title, job indicator, date of last hire, expected end date (if applicable), hours of work, salary, leave status, department, and faculty as well as each Member's home address, primary telephone number, primary email address, and gender identification.

## **ARTICLE 8 Appointment of Academic Staff**

- 8.1 Academic Staff will be recruited through advertisements that will be publicized within the University and externally for a period of at least ten (10) working days.
- 8.2 Before seeking authorization to recruit Academic Staff, the Dean will request input from Members of the Academic Unit to determine staffing needs.
- 8.3 **Composition of the Search Committee**
- 8.3.1 Once authorization has been granted by the Provost and, after calling for volunteers from within an Academic Unit, the Dean will consult with the Chair and then appoint a Search Committee. Upon request, the membership of the committee will be provided to the Association.
- 8.3.2 The Search Committee will be composed of:
  - 8.3.2.1 The Dean, as non-voting Chair of the Committee;
  - 8.3.2.2 The Chair of the Academic Unit;
  - 8.3.2.3 Three (3) other Members of the Academic Unit; and
  - 8.3.2.4 One (1) Member from another Academic Unit.



- 8.3.3 For smaller Academic Units or for reasons of disciplinary expertise, the Dean may configure the composition of the Search Committee differently. A reconfigured committee will still retain five (5) voting Members.
- 8.3.4 At the discretion of the Dean, others may be added to the Committee to serve in a non-voting, advisory capacity.
- 8.3.5 Where possible, the Search Committee will be composed of Tenured Members.
- 8.3.6 While every effort will be made to ensure the attendance of all Committee members, quorum for a vote of the Search Committee is the Dean, the Chair of the Academic Unit, and three (3) voting members.
- 8.4 **Search Process**
  - 8.4.1 The Search Committee will consider the following when determining shortlisted candidates, planning recruitment activities, and recommending a candidate for appointment:
    - 8.4.1.1 A candidate's curriculum vitae;
    - 8.4.1.2 Documentation provided by a candidate that is considered, by the Committee, to be relevant to the search;
    - 8.4.1.3 Written feedback from Members of the Academic Unit, when the search has had a public component; and
    - 8.4.1.4 Other factors considered pertinent by the Committee.
  - 8.4.2 When appropriate, the Search Committee will seek written feedback from the wider University community, including students, following the recruitment activities of shortlisted candidates.
  - 8.4.3 Upon request, the University will provide the Association the text of a job advertisement, the scope of its distribution, the number of applicants, and the number of shortlisted candidates.
- 8.5 **Appointments**
  - 8.5.1 The Search Committee will make, to the Dean, a recommendation for appointment, after all shortlisted candidates have been interviewed. The Dean will then make a recommendation to the Provost and include with it the recommendation of the Search Committee. The Dean will share with the Search Committee the recommendation made to the Provost.
  - 8.5.2 Where more than one candidate is suitable for appointment, the recommendation may include a ranked order.
  - 8.5.3 Where the Search Committee determines at any point in the process that there are no candidates suitable for appointment, the Search Committee may recommend to the Dean that no appointment be made.
  - 8.5.4 The decision to effect an appointment rests with the Provost. Should the Provost's decision differ from the recommendation of the Dean or of the Search Committee, the Provost will explain that decision in writing to the Search Committee.

- 8.5.5 A shortlisted candidate offered an appointment will receive a letter of offer, declaring that the appointment is subject to this Collective Agreement, specifying the salary, type of appointment (including academic rank, if applicable), starting date, duration of appointment, and any other terms and conditions to which the University and the candidate have agreed. A signed copy of the letter signifying acceptance of the offer will be sent to the Association.
- 8.5.6 In extraordinary situations, the Provost may make an appointment on a temporary basis, for a term not to exceed twelve (12) months.
- 8.6 **Effective Dates for Tenure-Track Appointments**
- 8.6.1 The normal appointment year will be from July 1 to the following June 30.
- 8.6.2 For an appointment taking effect after July 1 but no later than September 1, the initial year of appointment will end on the following June 30.
- 8.6.3 For an appointment taking effect after September 1, the initial year of appointment will end twelve (12) months from the following June 30.

## **ARTICLE 9 Appointment Review and Promotion**

### **9.1 Academic Rank**

- 9.1.1 Eligible instructional faculty, Librarians, and Counsellors will hold academic rank. Academic rank is restricted to Tenure-Track, Tenured, and Full-Time Limited-Term appointees.
- 9.1.2 The titles for eligible instructional faculty will be at the rank of, in ascending order, Assistant Professor, Associate Professor, and Professor.
- 9.1.3 The titles for Librarians will be at the rank of, in ascending order, Librarian I, Librarian II, and Librarian III.
- 9.1.4 The titles for Counsellors will be at the rank of, in ascending order, Counsellor I, Counsellor II, and Counsellor III.
- 9.1.5 English as an Additional Language Instructor, Faculty Development Facilitator, Faculty School Advisor, Instructional Assistant, Learning Skills Specialist, Nursing Resource Professional, Lab Instructor, Lab Supervisor, University Preparation Instructor, and Writing and Learning Consultant are positions without academic rank.
- 9.1.6 Promotion to an academic rank beyond Assistant Professor, Librarian I, or Counsellor I will only be made after materials are submitted to a Tenure and Promotion Committee. The criteria for recommending Promotion are set out in Article 10.

### **9.2 Tenure and Promotion Committees**

- 9.2.1 For the application of this article to Librarians, references to Faculty or School will mean the Library.
- 9.2.2 For the application of this article to Counsellors, references to Faculty or School will mean Student Affairs.
- 9.2.3 When making any recommendation, a Tenure and Promotion Committee will summarize in writing the basis on which the recommendation was made, and the information relied upon in formulating the recommendation. A recommendation will be made only on the basis of relevant criteria.

- 9.2.4 Composition of Tenure and Promotion Committees
- 9.2.4.1 For each Academic Unit, the Dean, after calling for volunteers and in consultation with the Chair, will appoint a Tenure and Promotion Committee. Upon request, the membership of the committee will be provided to the Association.
- 9.2.4.2 The term of the Committee is one Academic Year, except for Members serving by virtue of position.
- 9.2.4.3 The Committee constituted for an Academic Unit will consider and make recommendations on all applications for Extension of Probation, Tenure, and Promotion in the Academic Unit during that Academic Year.
- 9.2.4.4 A Tenure and Promotion Committee will consist of:
- 9.2.4.4.1 The Dean, as non-voting Chair of the Committee;
- 9.2.4.4.2 The Chair of the Academic Unit, as an internal member;
- 9.2.4.4.3 Two (2) other Tenured Members of the Academic Unit, as internal members; and
- 9.2.4.4.4 Three (3) Tenured Members from other Academic Units, as external members.
- 9.2.4.5 For smaller Academic Units, or for reasons of disciplinary expertise, the Dean may configure the Committee differently. A reconfigured Committee will retain six (6) voting Members.
- 9.2.4.6 Internal members, other than the Chair of the Academic Unit, will be chosen to represent broadly the disciplinary interests of the Academic Unit. Two (2) alternates, who conform to the same requirements, will also be chosen.
- 9.2.4.7 External members should be chosen for their experience and will normally hold, at minimum, the rank of Associate Professor, Librarian II, or Counsellor II. External members will serve on all Tenure and Promotion Committees in the Faculty or School during the Academic Year. Three (3) alternates, who conform to the same requirements, will also be chosen.
- 9.2.4.8 Appointment to the Committee of a slate of internal members, other than the Chair of the Academic Unit, requires ratification by Tenure-Track and Tenured Members within the Academic Unit. Appointment to the Committee of a slate of external members requires ratification by Tenure-Track and Tenured Members within the Faculty or School. The members listed as alternates will be included in the slates requiring ratification. Ratification requires more than fifty per cent (50%) of the votes cast in the ratification ballot. Should ratification fail, the Academic Unit, Faculty, or School will conduct an open election to fill the positions.
- 9.2.4.9 Alternates will be used:
- 9.2.4.9.1 To replace an internal member when an application for Promotion is from that Member;
- 9.2.4.9.2 To replace an external member when applications for Extension of Probation, Tenure, or Promotion come forward from that Member's Academic Unit;
- 9.2.4.9.3 To replace an internal member or an external member when there is a conflict of interest; and

- 9.2.4.9.4 To replace members whose schedules, cause unreasonable delay to a committee's proceedings.
- 9.2.4.10 At the discretion of the Dean, other individuals may be added to the Committee to serve in a non-voting, advisory capacity.
- 9.2.4.11 The Quorum for a Tenure and Promotion Committee is the Dean and all voting Members.
- 9.2.4.12 A Member may petition the Dean, in writing, to adjust the membership of the Committee that will consider and make a recommendation on that Member's application. The Dean may choose to replace members, without prejudice, or to confirm the original membership.

### **9.3 The University Promotion Committee**

- 9.3.1 A University Promotion Committee will be established each year and will be constituted as follows: Upon request, the membership of the committee will be provided to the Association.
  - 9.3.1.1 The Provost, as non-voting Chair;
  - 9.3.1.2 The Dean from the Faculty or School from which an application originates, as a voting member;
  - 9.3.1.3 Five (5) Tenured Members, one (1) from each Faculty or School, excluding the School of Continuing Education; and
  - 9.3.1.4 One (1) Tenured Counsellor, who will vote on applications by Counsellors, only, and one (1) Tenured Librarian, who will vote on all other applications.
- 9.3.2 The voting members of the Committee will be elected by ballot in each Faculty, School, the Library, and Student Affairs.
- 9.3.3 The term of the University Promotion Committee is one (1) Academic Year. Any Member applying for Promotion in an Academic Year is not eligible to serve on the University Promotion Committee.
- 9.3.4 Members elected to the University Promotion Committee are ineligible either to apply for Promotion or to sit on a Tenure and Promotion Committee in the same Academic Year.
- 9.3.5 At the discretion of the Provost, other individuals may be added to the University Promotion Committee to serve in a non-voting, advisory capacity.
- 9.3.6 Quorum for the University Promotion Committee is the Provost and all voting Members.

### **9.4 Extension of Probation and Tenure**

- 9.4.1 Probationary periods
  - 9.4.1.1 Probation for a Tenure-Track appointment with academic rank
    - 9.4.1.1.1 The initial probationary period is three (3) years, except when an appointment takes effect after July 1, in which case the initial probationary period will be altered in accordance with Article 8.6.
    - 9.4.1.1.2 Extension of Probation is two (2) years beyond the initial probationary period, for a total of five (5) years.
  - 9.4.1.2 Probation for a Tenure-Track appointment without academic rank

- 9.4.1.2.1 The probationary period is three (3) years, except where the appointment takes effect after July 1, in which case the probationary period will be altered in accordance with Article 8.6.
- 9.4.1.3 A Member may have a period of probationary review reduced or eliminated, provided that the details are set out in the Member's letter of appointment.
- 9.4.1.4 A Member may apply for Promotion in any probationary year. Applications for Promotion are separate and distinct from Extension of Probation and Tenure applications and will follow processes outline in Article 9.5.
- 9.4.1.5 If promoted during the probationary period, the Member, in mutual agreement with the Dean, may request to be considered for Tenure immediately after being promoted. If the Committee recommends Extension of Probation, it will not continue beyond the Member's original probationary period.
- 9.4.2 Deferrals
  - 9.4.2.1 A Member who takes an approved leave of more than four (4) months during a Tenure-Track appointment may elect to have probationary review or reviews postponed for the same amount of time as the leave, rounded up to the nearest year. The Member will communicate this in writing to the Dean by August 31 in the Academic Year before any review.
  - 9.4.2.2 A Member may request in writing to the Dean, with a copy to the Chair of the Academic Unit, that consideration for Tenure at the end of the probationary period be deferred. The Member's request must be made by May 31 in the Academic Year before the Member's Tenure review is to come before a Tenure and Promotion Committee.
  - 9.4.2.3 Deferrals may only be granted by the Provost, on the recommendation of the Dean, and are normally for one (1) year. In extraordinary cases, a further deferral may be granted for a maximum of one (1) additional year. Decisions regarding deferral must be made by July 1 in the Academic Year before the Member's Tenure review is to come before the Tenure and Promotion Committee. When the decision is communicated to the Member, the Association will be copied.
- 9.4.3 Extension of Probation
  - 9.4.3.1 The review process for the first three (3) years of a five (5) year probationary period is primarily a formative process to provide feedback on the Member's progress towards Tenure.
  - 9.4.3.2 By September 1 of the third year of probation, the Member will submit a dossier, as outlined in Article 10.1.8, that provides evidence of performance in assigned workload, over the initial probationary period, sufficient to warrant Extension of Probation.
  - 9.4.3.3 During the interval from October 1 to December 15 of the third year of probation, Extension of Probation must be considered by a Tenure and Promotion Committee.
  - 9.4.3.4 In its deliberations, the Committee will consider the following motion: "That the quality and quantity of the Member's academic work, relative to the criteria in Article 10 and the Member's workload, warrants Extension of Probation."

- 9.4.3.5 The Committee will vote by ballot if a ballot is requested by at least one (1) member of the Committee.
- 9.4.3.6 Passage of the motion constitutes a recommendation to the Dean that probation be extended. Failure of the motion to carry constitutes a recommendation to the Dean that the Member's appointment be terminated on June 30 of the current Academic Year.
- 9.4.3.7 Within fifteen (15) working days of receiving this recommendation, the Dean will make a recommendation to the Provost and include with it the recommendation of the Tenure and Promotion Committee. The Dean will share with the Committee the recommendation made to the Provost, and the Member will be notified of the recommendations.
- 9.4.3.8 Within fifteen (15) working days of receiving the recommendations from the Dean, the Provost will forward a written decision regarding Extension of Probation to the Member, to the Dean, to the Chair of the Academic Unit, and to the Association.
- 9.4.3.9 If Extension of Probation is granted, the Dean will provide the Member a written assessment of the Member's performance during the initial period of probation, as well as a statement of expectation for the Member's performance during the remaining period of probation.
- 9.4.4 Tenure
- 9.4.4.1 Tenure is an appointment without a defined term length.
- 9.4.4.2 By September 1 of the final year of probation, the Member will submit a dossier, as outlined in Article 10.1.8, that provides evidence of performance in assigned workload sufficient to warrant Tenure.
- 9.4.4.3 During the interval from October 1 to December 15 of the final year of probation, Tenure must be considered by a Tenure and Promotion Committee.
- 9.4.4.4 In its deliberations, the Committee will consider the following motion: "That the quality and quantity of the Member's academic work, relative to the criteria in Article 10 and the Member's workload, merits Tenure."
- 9.4.4.5 The Committee will vote by ballot if a ballot is requested by at least one (1) member of the Committee.
- 9.4.4.6 Passage of the motion constitutes a recommendation to the Dean that Tenure be granted. If the motion fails, the Committee will recommend to the Dean that either:
- 9.4.4.6.1 The Member's appointment be terminated June 30 of the Academic Year; or
- 9.4.4.6.2 The Member's probation be extended by one (1) additional year.
- 9.4.4.7 Within fifteen (15) working days of receiving this recommendation, the Dean will make a recommendation to the Provost and include with it the recommendation of the Tenure and Promotion Committee. The Dean will share with the Committee the recommendation made to the Provost, and the Member will be notified of the recommendations.
- 9.4.4.8 Within fifteen (15) working days of receiving the recommendations from the Dean, the Provost will forward a written decision regarding Tenure to the Member, to the Dean, to the Chair of the Academic Unit, and to the Association.

- 9.4.4.9 A Member with a successful application for Tenure will be moved to a Tenured appointment on July 1 of the Academic Year in which the application was considered.
- 9.4.5 There will be no grievance under Article 4 regarding the termination of a probationary appointment, except where the relevant processes outlined in Article 9 are not followed.
- 9.5 **Promotion**
- 9.5.1 Applications for Promotion, through ranks in sequence, are the responsibility of the Member and may be made when deemed appropriate by the Member. Normally, application for Promotion requires at least five (5) years in the current rank held by the Member.
- 9.5.2 A Member will notify the Chair of the Member's Academic Unit of intention to apply for Promotion no later than July 1 of the Academic Year prior to the Academic Year in which such consideration is to occur.
- 9.5.3 For Promotion to the rank of Professor, Librarian III, or Counsellor III, the Tenure and Promotion Committee will seek advice from external referees who hold rank equivalent to that which is being sought. Four (4) referees will be chosen, two (2) of whom will be chosen by the Committee from a short list provided by the Member and two (2) of whom will be chosen by the Dean in consultation with the Chair of the Member's Academic Unit. In cases where one (1) of the referees is unable to complete a reference, the remaining three (3) references will be deemed to fulfill this requirement.
- 9.5.4 Step One Promotion Hearings
- 9.5.4.1 A Member will submit a written request for Promotion to a Tenure and Promotion Committee no later than October 1 in the Academic Year in which such consideration is to occur. The request will indicate the rank sought and will be accompanied by the Member's dossier, as outlined in Article 10.1.8. In the case of Promotion to Professor, Librarian III, or Counsellor III, a list of five (5) arm's-length potential referees will also be included in the submission.
- 9.5.4.2 During the interval from January 1 to February 28, the Committee will consider a Member's request for Promotion. The Committee will consider the following motion: "That the quality and quantity of the Member's academic work, relative to the criteria in Article 10 and the Member's workload, warrants Promotion to the rank requested by the Member."
- 9.5.4.3 The Committee will vote by ballot if a ballot is requested by at least one (1) member of the Committee.
- 9.5.4.4 Passage of the motion constitutes a recommendation that the Member be promoted. Failure of the motion to carry constitutes a recommendation that the Member not be promoted.
- 9.5.4.5 Within fifteen (15) working days of the Committee's vote, the Dean will forward the committee's recommendation to the Member.

- 9.5.4.5.1 Within five (5) working days of receiving the committee's recommendation, the Member will give notice in writing to the Dean indicating whether they will withdraw their application, otherwise, the Dean will forward the committee's recommendation and summary of deliberation to the University Promotion Committee.
- 9.5.4.5.2 A Member whose application for Promotion has been withdrawn may apply for Promotion, again, during the next Academic Year. A Member's application may be withdrawn one time only.
- 9.5.5 Step Two Promotion Hearings
  - 9.5.5.1 During the interval from March 15 to May 15, the University Promotion Committee will consider and make recommendations on all applications for Promotion during that Academic Year.
  - 9.5.5.2 All materials made available to the Tenure and Promotion Committee, including the recommendation of the Tenure and Promotion Committee, will be placed before the University Promotion Committee.
  - 9.5.5.3 The motion considered by the University Promotion Committee will be: "That the quality and quantity of the Member's academic work, relative to the criteria in Article 10 and the Member's workload, warrants Promotion to the rank requested by the Member."
  - 9.5.5.4 The Committee will vote by ballot if a ballot is requested by at least one (1) member of the Committee.
  - 9.5.5.5 Passage of the motion constitutes a recommendation that the Member be promoted. Failure of the motion to carry constitutes a recommendation that the Member not be promoted.
  - 9.5.5.6 Within fifteen (15) working days of the completion of deliberations, the Provost will make a recommendation to the University President and include with it the recommendation of the University Promotion Committee and the recommendation of the Tenure and Promotion Committee. The Provost will share with both Committees the recommendation made to the University President, and the Member will be notified of the recommendations.
- 9.5.6 The decision to promote a Member rests with the University President. If an application for Promotion is approved by the University President, the Promotion will take effect on July 1 of the Academic Year in which that application was considered. When the decision is communicated to the Member, the Association will be copied.
- 9.5.7 A Member whose application for Promotion has been denied may not make application for Promotion, again, during the next Academic Year.

## **ARTICLE 10 Criteria for Extension of Probation, Tenure, and Promotion**

- 10.1 **Faculty with Academic Rank: General**
  - 10.1.1 The criteria which will be considered in making an assessment of a Member for continuation of a Tenure-Track appointment, awarding of Tenure, or Promotion in rank, are the following:
    - 10.1.1.1 Demonstrated effectiveness in teaching, or in professional practice;



- 10.1.1.2 A demonstrated record of scholarly activity;
- 10.1.1.3 A demonstrated record of service; and
- 10.1.1.4 Academic credentials.
- 10.1.2 The criteria will be applied to the duties undertaken by the Member pursuant to Article 12.
  - 10.1.2.1 It is recognized that these duties are not fixed in their distribution and that a Member may contribute to the University's mission in different ways in different years.
  - 10.1.2.2 A Member's cumulative workload contributions, determined by annual workload allocations over the period under review, will determine the emphasis placed on the categories of performance when making decisions regarding Extension of Probation, Tenure, or Promotion.
  - 10.1.2.3 Any special conditions stated in the Letter of Appointment will be a factor for Extension of Probation and for granting of Tenure.
- 10.1.3 Demonstrated Effectiveness in Teaching
  - 10.1.3.1 Effectiveness in teaching implies a concentrated and successful effort to create the best possible learning environment for students. It involves continuing attention to course work, to course design and related activities, and to the supervision of students in alternative modes of learning. It may involve participation in seminars, the design of innovative methods of teaching, or other contributions to teaching activities within the University.
- 10.1.4 Demonstrated Effectiveness in Professional Practice of Librarianship
  - 10.1.4.1 The primary role of Librarian Members is to support and advance the teaching, learning, and research needs of the University community through professional practice. Effectiveness in professional practice implies the successful provision of academic library services, programs, and collections that align with the strategic goals of the University. Professional practice of librarianship may include but is not limited to: information literacy instruction; the provision of research and reference consultation; the design of systems and applications to facilitate discovery and dissemination of knowledge and scholarship; the planning, implementation, and coordination, and administration of library services, programs, functions, or units.
  - 10.1.4.2 Professional practice of librarianship may be documented and demonstrated through the submission of materials which provide evidence of quality and effectiveness in areas such as, but not limited to:
    - 10.1.4.2.1 The development, management, or evaluation of print and digital collections;
    - 10.1.4.2.2 The delivery of both general and discipline-specific research and reference services;
    - 10.1.4.2.3 The development or implementation of information systems and interfaces which improve access to information resources and services;
    - 10.1.4.2.4 The provision of information literacy instruction and curriculum support in collaboration with instructional faculty;
    - 10.1.4.2.5 Professional growth; and

- 10.1.4.2.6 Leadership, and contributions to development and implementation of strategic goals of the Library and the University.
- 10.1.5 Demonstrated Effectiveness in Professional Practice of Counselling
  - 10.1.5.1 The primary role of Counsellor Members is to support student academic success, mental health, and well-being. Effectiveness in professional practice implies a concentrated and successful delivery of psychological as well as the development of programming to support these efforts. Counselling may involve the development or facilitation of workshops for students, academic programs, or service areas.
  - 10.1.5.2 Professional practice of counselling may be documented and demonstrated through the submission of materials which provide evidence of quality and effectiveness in areas such as, but not limited to:
    - 10.1.5.2.1 The development, implementation, or delivery of programs and counselling services;
    - 10.1.5.2.2 The impact of psychological counselling;
    - 10.1.5.2.3 Performance across a range of counselling services;
    - 10.1.5.2.4 Professional growth; and
    - 10.1.5.2.5 Leadership, and contributions to development and implementation of strategic goals of Wellness and Psychological Services and the University.
- 10.1.6 A Demonstrated Record of Scholarly Activity
  - 10.1.6.1 Scholarly Activity is integral to fulfilling the mandate and mission of the University. Baccalaureate-level teaching and learning is informed and enriched by the scholarly activity of Members. Within the University, scholarly activity takes place in the context of an institution with a strong and over-arching focus on undergraduate teaching and learning. Scholarly Activity is defined as the research, scholarly, and other creative activities that advance knowledge in a Member's field(s) or discipline(s) and the dissemination of such work through publications, presentations, exhibitions and performances, and other appropriate means.
  - 10.1.6.2 For the purposes of evaluation for Extension of Probation, awarding of Tenure, or Promotion in rank, scholarly activity may take several forms, including:
    - 10.1.6.2.1 Scholarship of discovery: investigative inquiry that builds a distinctive body of knowledge or creativity within a field of study;
    - 10.1.6.2.2 Scholarship of integration: analytical inquiry that develops new insights and understanding as a result of bringing together and synthesizing knowledge and information from a variety of sources;
    - 10.1.6.2.3 Scholarship of application: inquiry that advances knowledge through engagement with the application of knowledge and expert practice;
    - 10.1.6.2.4 Scholarship of teaching: inquiry that supports the pedagogy of the discipline, innovation in the discipline, and the transfer of knowledge to learners; and
    - 10.1.6.2.5 Scholarship of professional practice: inquiry that reflects scholarly work that faculty in professional programs undertake as being part of a practicing profession.

- 10.1.7 A Demonstrated Record of Service
- 10.1.7.1 A Member will be assessed on contributions, and the effectiveness of these contributions, to the functioning of the University through activities and work on University, Faculty or School, Academic Unit, or Association committees; administrative activities related to the research and teaching functions of the University, or through other administrative assignments; the contribution of the Member to the intellectual life of the University through public presentations; and contributions to the academic community and society from activities related to the Member's appointment.
- 10.1.8 Member's Dossier
- 10.1.8.1 A Member applying for Extension of Probation, Tenure, or Promotion will submit a dossier. It is the Member's responsibility to provide sufficient evidence in the dossier to support the application.
- 10.1.8.2 A Member's dossier will contain the following parts:
- 10.1.8.2.1 Statement of the case for Extension of Probation, Tenure, or Promotion  
The Member will provide an assessment of career progress and will outline how expectations have been met for each of academic credentials, teaching, scholarly activity, and service;  
The Member will provide an assessment of career progress and will outline how expectations have been met for each of academic credentials, teaching, scholarly activity, and service;
- 10.1.8.2.2 Curriculum vitae  
This part of the dossier will consist of an up-to-date curriculum vitae, covering the Member's entire academic career. All Members will use the format approved by Academic Governance Council;  
This part of the dossier will consist of an up-to-date curriculum vitae, covering the Member's entire academic career. All Members will use the format approved by Academic Governance Council;
- 10.1.8.2.3 Teaching or Professional Practice  
This part of the dossier should provide information that conveys the scope, quality, and effectiveness of the Member's teaching or professional practice. Quality and effectiveness as a teacher may be documented and demonstrated through the submission of materials as provided for in Article 11;
- 10.1.8.2.4 Service  
This part of the dossier should provide information on the Member's service activities. In demonstrating the nature of service contributions a Member should highlight the level and significance of participation; the level of responsibility, workload and demands on time and energy; a description of the setting indicating if the activity is disciplinary or non-disciplinary and whether it is within Academic Unit, Faculty or School, University, or external to the University; and the extent to which such activities contribute to the workings of the University or bring distinction to the University; and
- 10.1.8.2.5 Where scholarly activity is a component of a Member's workload, the dossier will also include a section on:

- 10.1.8.2.5.1      Scholarly Activity  
Where Scholarly Activity is a component of a Member's workload, this part of the dossier will include evidence of the scope, quality, and impact or potential impact of the Member's research, scholarly, and creative activity. Scope, quality, and impact or potential impact may be documented and demonstrated through the submission of materials as provided for in Article 11.
- 10.1.8.3      As part of the dossier, a Member may submit, and a Tenure and Promotion Committee may consider, evidence of professional activity prior to the period under review for Extension of Probation, Tenure, or Promotion, provided that the evidence is relevant to the duties that have constituted the Member's assigned workload in the period under review.
- 10.1.9      Criteria for Extension of Probation and Tenure
- 10.1.9.1      Extension of Probation will be awarded where a Member has performed satisfactorily and is making reasonable progress toward meeting the criteria for Tenure, pursuant to Article 10.1.9.2.
- 10.1.9.2      To qualify for Tenure, a Member appointed at the rank of Assistant Professor, Librarian I, or Counsellor I will:
- 10.1.9.2.1      Have satisfied any requirements in the Letter of Appointment concerning attainment of academic credentials;
- 10.1.9.2.2      Have adequately addressed any requirements outlined in the letter from the Dean following the Extension of Probation hearing;
- 10.1.9.2.3      Have established a record of effective teaching or professional practice;
- 10.1.9.2.4      Have established a record of satisfactory service; and, where applicable
- 10.1.9.2.5      Have developed a productive program of scholarly activity, constituting promise of maturity in scholarship and professional achievement.
- 10.1.9.3      A Member appointed at a higher rank will demonstrate clear evidence of continued growth, sustained commitment, and ongoing performance at a level appropriate to their rank.
- 10.2      **Professorial Ranks**
- 10.2.1      The rank of Assistant Professor normally requires the following:
- 10.2.1.1      An earned Doctorate or the degree that is determined as the terminal degree for the discipline. Equivalent qualifications or experience may be substituted, such as professional qualifications and a degree normally considered terminal for teaching the relevant University discipline, or where the Member has accumulated experience judged to be particularly relevant and valuable to a discipline;
- 10.2.1.2      Evidence of commitment to and potential ability for effective baccalaureate-level teaching; and
- 10.2.1.3      Evidence of commitment to and potential ability for scholarly activity.

## 10.2.2 Criteria for Promotion: General

- 10.2.2.1 Promotion in rank, normally from Assistant Professor to Associate Professor or from Associate Professor to Professor, is a recognition of the Member's growth and development as a teacher and scholar, and of the Member's service. A Member's entire record of work will be assessed.
- 10.2.2.2 In order to receive Promotion, a Member must present a demonstrated record of achievement consistent with the criteria in each of teaching, scholarly activity, and service.
- 10.2.2.3 In accordance with Article 10.1.2, a Tenure and Promotion Committee may interpret criteria for Promotion, subject to the following:
  - 10.2.2.3.1 Except in the case of duties assigned to a Chair, teaching constitutes the majority of each Member's workload; thus, effective teaching is necessary for Promotion;
  - 10.2.2.3.2 A teaching record exceeding the requirements for the rank being sought may compensate for a lesser record of scholarly activity or service; and
  - 10.2.2.3.3 Scholarly activity and service may be considered together for Promotion, so that greater achievement in one may compensate for lesser achievement in the other.

## 10.2.3 Promotion to Associate Professor

- 10.2.3.1 In addition to the requirements for Assistant Professor, the rank of Associate Professor normally requires a demonstrated record of:
  - 10.2.3.1.1 Effective teaching at all levels available to the Member;
  - 10.2.3.1.2 Sustained, productive scholarly activity, including work assessed by peer review, that goes beyond fulfillment of the requirements of the Member's terminal degree; and
  - 10.2.3.1.3 Sustained, satisfactory service.

## 10.2.4 Promotion to Professor

- 10.2.4.1 Promotion to the rank of Professor is not an assured step in progression through the ranks and does not depend solely on years of service. Members eligible for the rank of Professor must have made contributions as teachers and scholars, and in service, that are qualitatively and quantitatively superior to those required for the rank of Associate Professor.
- 10.2.4.2 In addition to the requirements for Associate Professor, the rank of Professor requires a demonstrated record of:
  - 10.2.4.2.1 Sustained, high-quality teaching at all levels available to the Member;
  - 10.2.4.2.2 Sustained, productive scholarly activity, including work assessed by peer review, that represents a contribution to the Member's discipline that is additional to the requirements of Article 10.2.4.2, and with achievements that are of sufficient significance to be recognized nationally or internationally; and
  - 10.2.4.2.3 Significant service.
- 10.2.4.3 In addition to the provisions of Article 10.2.4.2.1, a Member's teaching will be assessed through consideration of the following:

- 10.2.4.3.1 Innovation in teaching pedagogy as shown by, for example, the effective use of new teaching aids and techniques;
- 10.2.4.3.2 Scholarly activity related to teaching, including books, articles, films, or recordings;
- 10.2.4.3.3 Significant contributions to program development, curriculum innovation, or to modes and methodologies for delivery; and
- 10.2.4.3.4 Formal recognition of teaching excellence through receipt of University, regional, or national teaching awards.

### 10.3 **Professional Resource Faculty**

- 10.3.1 The rank Librarian I normally requires the following:
  - 10.3.1.1 A minimum of a Master's degree in Library and Information Science (M.L.I.S.) or equivalent from an institution accredited by the American Library Association;
  - 10.3.1.2 Evidence of commitment to and potential ability for effective professional practice; and, where appropriate
  - 10.3.1.3 Evidence of, or potential ability in and commitment to, scholarly activity.
- 10.3.2 The rank of Counsellor I normally requires the following:
  - 10.3.2.1 A Master's degree with content substantially equivalent to a graduate degree in Psychology or Social Work. Candidates must also be a registered Member in good standing with the College of Alberta Psychologists or the Alberta College of Social Workers;
  - 10.3.2.2 Evidence of commitment to and potential ability for effective professional practice; and, where appropriate
  - 10.3.2.3 Evidence of, or potential ability in and commitment to, scholarly activity.
- 10.3.3 Criteria for Promotion: General
  - 10.3.3.1 Promotion in rank, normally from Librarian I to Librarian II, from Librarian II to Librarian III, from Counsellor I to Counsellor II, or from Counsellor II to Counsellor III, is a recognition of the Member's growth and development as a Librarian or as a Counsellor, and of the Member's service. A Member's entire record of work will be assessed.
  - 10.3.3.2 In order to receive Promotion, a Member must present a demonstrated record of achievement consistent with the criteria in professional practice and in service.
  - 10.3.3.3 Where scholarly activity is a component of a Member's workload contributions, the Member must present a demonstrated record of achievement consistent with the criteria in scholarly activity. The assessing committee will take into consideration the percentage of the Member's cumulative workload that has been allocated to scholarly activity when determining the emphasis placed on this component.
- 10.3.4 Promotion to Librarian II or Counsellor II
  - 10.3.4.1 In addition to the requirements for Librarian I or Counsellor I, the rank of Librarian II or Counsellor II normally requires a demonstrated record of:

- 10.3.4.1.1 Effective professional practice in all areas assigned to the Member, reflected in a high level of professional competence, depth of professional knowledge, and commitment to professional values;
- 10.3.4.1.2 Sustained and satisfactory service; and, where appropriate
- 10.3.4.1.3 Sustained and productive scholarly activity, including work assessed by peer review, that goes beyond fulfillment of the requirements of the Member's terminal degree.
- 10.3.5 Promotion to Librarian III or Counsellor III
- 10.3.5.1 Promotion to the rank of Librarian III or Counsellor III is not an assured step in progression through the ranks. Members eligible for the rank of Librarian III or Counsellor III must have made contributions through professional practice and in service, that are qualitatively and quantitatively superior to those required for the rank of Librarian II or Counsellor II.
- 10.3.5.2 In addition to the requirements for Librarian II or Counsellor II, the rank of Librarian III or Counsellor III requires a demonstrated record of:
  - 10.3.5.2.1 Sustained and high-quality professional practice in all areas available to the Member reflected in distinguished professional competence and depth of professional knowledge, and notable experience and commitment to professional values;
  - 10.3.5.2.2 Significant service; and, where appropriate
  - 10.3.5.2.3 Sustained and productive scholarly activity, including work assessed by peer review, that represents a contribution to the field of Librarianship or of Counselling that is additional to the requirements of Article 10.3.4.1.3, and with achievements that are of sufficient significance to be recognized within the University, regionally, nationally, or internationally.
- 10.3.5.3 The rank of Librarian III or Counsellor III recognizes Librarians or Counsellors who have an established record of outstanding and sustained engagement in professional practice and service, and, where applicable, scholarly activity. It is granted to a Librarian or to a Counsellor who has a high level of demonstrable expertise and professional knowledge, and who has made an impact in Librarianship or in counselling which is recognized within the University, regionally, nationally, or internationally.
- 10.4 **Faculty Without Academic Rank: Criteria for Tenure**
- 10.4.1 Assessment of a Member for awarding of Tenure will be based on the effectiveness with which the duties assigned to the Member were carried out.
- 10.4.2 Tenure will be awarded where a Member has established a satisfactory level of effectiveness in the duties assigned to the Member.
- 10.4.3 The assessment will account for the relative distribution of the duties assigned to the Member pursuant to Article 12.
- 10.4.4 Where the assigned duties include teaching, effectiveness will be assessed in accordance with Article 11.
- 10.4.5 The dossier submitted by a Member applying for Tenure will contain the following parts:

- 10.4.5.1 Statement of the case for Tenure  
The Member will provide an assessment of career progress. The Member will outline how expectations have been met for each for the categories of evaluation, as guided by the duties assigned to the Member;
- 10.4.5.2 Curriculum vitae  
This part of the dossier will consist of an up-to-date curriculum vitae, covering the Member's entire academic career. All Members will use the format approved by Academic Governance Council; and
- 10.4.5.3 Record of academic and professional accomplishments  
This part of the dossier should provide an evidence-based record that conveys the scope, quality, and effectiveness of the Member's accomplishments, categorized according to the duties assigned to the Member during the probationary period. For teaching, scholarly activity, or service, this part of the Member's dossier will be in accordance with Article 10.1.8.2.3, Article 10.1.8.2.4, and Article 10.1.8.2.5.
- 10.4.6 As part of the dossier, a Member may submit, and a Committee may consider, evidence of professional activity prior to the period under review for Tenure, provided that the evidence is relevant to the duties that have constituted the Member's assigned workload in the period under review.

## **ARTICLE 11 Evaluation of Teaching and Scholarly Activity**

- 11.1 **Evaluation of Teaching**
- 11.1.1 Teaching consists of all work directed towards student learning for which students earn academic credit. Whenever this Agreement calls for the evaluation of a Member's teaching, the evaluation will be in accordance with this article.
- 11.2 Any evaluation of a Member's teaching performance will consider all contextual materials provided by the Member. This material may include, but is not restricted to:
- 11.2.1 A statement of teaching philosophy;
- 11.2.2 Peer evaluations of teaching;
- 11.2.3 Instructional materials provided by the Member;
- 11.2.4 A description of teaching contributions that are not evaluated by Student Course Feedback Surveys;
- 11.2.5 Member's contributions in the areas of pedagogical development and innovation;
- 11.2.6 Student Course Feedback Surveys; and
- 11.2.7 Member's written responses to the results of Student Course Feedback Surveys.
- 11.3 A Member's written responses to Student Course Feedback Surveys per Article 11.2.7 may address relevant factors, including but not restricted to:
- 11.3.1 Patterns in Student Course Feedback Survey results;
- 11.3.2 Representativeness of the sample of completed Student Course Feedback Surveys;
- 11.3.3 The size, type, and level of any course taught;
- 11.3.4 The nature of course material;
- 11.3.5 The nature of course delivery;
- 11.3.6 The number of new course preparations assigned to the Member; and



- 11.3.7 The complexity and risks inherent to pedagogical innovation.
- 11.4 **Student Course Feedback Surveys and their Administration**
- 11.4.1 The University will conduct Student Course Feedback Surveys for every course, with the exception of courses with an enrolment of six (6) or fewer students.
- 11.4.2 The survey instrument will be constructed so as to help obtain a fair and reasonable assessment of the student experience.
- 11.4.3 General Faculties Council will approve changes to the survey instrument and will be responsible for the administration of Student Course Feedback Surveys.
- 11.4.4 The administration of the survey must afford all students in a course scheduled for evaluation a reasonable opportunity to respond.
- 11.4.5 No change to the survey instrument will be made without providing the Association Board an opportunity to submit written input to General Faculties Council prior to its deliberations on any proposed change.
- 11.4.6 In order to improve course design and teaching effectiveness, a Member may conduct formative course surveys in a course, provided that student confidentiality is protected, and the format and the timing of the survey do not compromise the student course evaluation process.
- 11.5 **Distribution of Information from Student Course Feedback Surveys**
- 11.5.1 The data from a Student Course Feedback Survey represent only the views of students responding to that survey.
- 11.5.2 Quantitative responses will be aggregated, with the mean, standard deviation, frequency, and number of eligible respondents for each question. A report consisting of aggregated quantitative data and student comments will be sent to the Member, the Member's Chair, and the Member's Dean after the material has been converted into a report and following the submission of final grades.
- 11.5.3 Quantitative data may be aggregated by Academic Unit, Faculty or School, or for the University as a whole. Such aggregated data may be used for institutional analysis and planning for program reviews, proposals, and accreditation. The Association will be notified in case of uses of this data beyond those listed here.
- 11.6 **Evaluation of Scholarly Activity**
- 11.6.1 Whenever this Agreement calls for the evaluation of a Member's scholarly activity, the evaluation will be in accordance with this article.
- 11.6.2 The nature of scholarly activity may vary amongst Members and across Academic Units. Despite its diverse forms, all scholarly activity must be based on a high level of professional expertise, must give evidence of originality, and must be communicated in appropriate ways so as to have impact or significance beyond the University. How the scholarly activity has contributed to the advancement of knowledge in the Member's field(s) or discipline(s) should also be highlighted.

- 11.6.3 A Member's dossier could include a mix of peer-reviewed materials and other works. Members of a Tenure and Promotion Committee must determine whether the documented scholarly activity meets the requirements for Extension of Probation, awarding of Tenure, or Promotion. Work that has been peer reviewed or has received external peer recognition will normally be accorded significantly greater overall weight in the assessment, and evidence of peer validation, or other peer recognition, should be provided as part of a Member's dossier. Other dissemination will be considered and weighted accordingly.
- 11.6.4 Scholarly activity should be disseminated based on disciplinary norms, which may include means suitable for public dissemination such as open access.
- 11.6.5 Evidence used to demonstrate the scope, quality, and impact or potential impact of scholarly activity in support of a Member's application for Extension of Probation, Tenure, or Promotion may include, but is not limited to, the following items:
- 11.6.5.1 The publication of books, and monographs;
  - 11.6.5.2 Case studies, conference presentations, proceedings, and contributions to edited books;
  - 11.6.5.3 Publication in peer reviewed journals;
  - 11.6.5.4 Other published work including technical reports or manuals, policy documents or other materials resulting from scholarly activity involving government and other agencies;
  - 11.6.5.5 The design, exhibition, direction, staging, and performance of creative and artistic works and productions;
  - 11.6.5.6 Scholarly contributions to teaching and learning, including the development of open educational resources as well as contributions to the scholarship of teaching and learning;
  - 11.6.5.7 Active participation in academic conferences, symposia, or research groups, including the organization of such events;
  - 11.6.5.8 Conducting community-engaged scholarship, including the development of long-term relationships with communities, and the impacts and outputs from community-engaged scholarship;
  - 11.6.5.9 Acquisition of research funding;
  - 11.6.5.10 Editorial and refereeing duties;
  - 11.6.5.11 Awards and honors received for contributions to the Member's discipline(s);
  - 11.6.5.12 Serving on a board, commission, external grant committee, or task force by virtue of the Member's academic expertise;
  - 11.6.5.13 Work done in collaboration or partnership with others provided that the extent of the Member's contribution to such work is identified.

- 11.6.6 In demonstrating scholarly productivity, the Member should highlight the quality of contributions, the quantity of production in the context of disciplinary norms for undergraduate-only institutions, and the connection between the Member's scholarship and effective teaching or professional practice. Projects currently in progress and plans for future work are components of a scholarly program. The submission must include copies of the Member's scholarly work and should be organized by disciplinary norms. When physical submission is not practical, the Member may include a description of these works sufficient to demonstrate their significance.

## **ARTICLE 12    Workload Assignment**

### **12.1    Workload Assignments: General**

- 12.1.1 The workload of Chairs is governed by Article 13.
- 12.1.2 The process of assigning workload to Members must consider the diverse range of programming at the University and the importance of flexibility for the management of a program. It is acknowledged and accepted that a fair application of workload assignment may give rise to nominal differences for Members within and between Academic Units.
- 12.1.3 The workload assignment of a Member will be determined by the Dean in consultation with the Chair and the Member.
- 12.1.4 The duties and responsibilities for a majority of Tenure-Track, Tenured, and Full-Time Limited-Term Members are an appropriate combination of the following:
- 12.1.4.1 Instruction: Instruction consists of all faculty work directed towards student learning for which students earn academic credit. Members with an instructional workload component are expected to maintain currency in their area or discipline;
- 12.1.4.2 Professional Practice: Professional practice encompasses the activities undertaken by Professional Resource Faculty in their roles as Counsellors, Librarians, Nursing Laboratory Resource Professionals, Writing and Learning Consultants, and Learning Specialists;
- 12.1.4.3 Scholarly Activity: Scholarly activity is integral to fulfilling the mandate and mission of the University. Scholarly activity is the engagement in research, scholarship, and critical or creative work, and the dissemination of such work through publications, presentations, exhibitions and performances, and other appropriate means. Members with a scholarly activity component of workload will have a demonstrable program of scholarly activity; and

12.1.4.4 Service: All Members will engage in service. Members are not normally assigned nor required to have prior approval for specific activities, but there are expectations for the Member as described below and in accordance with Article 10. Service represents activities essential to the ongoing operation of the Academic Unit, Faculty or School, and University. At minimum, Members with a service workload component are required to be engaged in the academic operations of their Academic Unit, and to be active in the academic governance of the University, including participation, where possible, in the Faculty or School Council or equivalent. When appropriate, service to the Association, and service to the profession, discipline, or community that relies on the professional or academic expertise of faculty, is a contribution considered alongside institutional service.

## 12.2 Instructional Assignment

- 12.2.1 Instructional Hour ("IH") refers to the standard unit of instruction. All forms of instruction are assigned an IH value for the purpose of establishing instructional workloads.
- 12.2.2 The IH value of an instructional activity will be recorded and will constitute the official IH value of the course.
- 12.2.3 A change of the official IH value of an instructional activity requires the approval of both the Dean and Members through the academic governance processes of the University.
- 12.2.4 In cases where a change to the IHs of an instructional activity is enacted without agreement pursuant to Article 12.2.3, the assigned value may be the subject of a grievance filed according to the provisions of Article 4.
- 12.2.5 Course assignments will be determined within each Academic Unit on the principle that Tenure-Track and Tenured workload assignments will be made first, and Full-Time Limited-Term workload assignments will be made prior to those of other Contract Faculty Members.
- 12.2.6 Where an assigned course is cancelled after a Member has received an instructional assignment, the Chair and the Dean will meet with the Member to discuss options and will assign a replacement course. Workload averaged over two (2) years may be considered in determining a suitable replacement.
- 12.2.7 Alternative Workload Assignment
- 12.2.7.1 A Member may apply to the Dean for an alternative workload assignment.
- 12.2.7.1.1 A Member of the Professorial ranks may request in writing a change in workload type.
- 12.2.7.1.2 A Member may request an averaging of instructional workload up to a period of three (3) consecutive Academic Years. The rationale for such a request will outline how the full instructional obligations will be met over the period, including whether or not the Member is willing to assume additional teaching in the first year of the accommodation, and indicate how the alternative distribution will assist with the Member's workload assignment.

- 12.2.7.1.3 A Member may request a reduction of assigned teaching for up to three (3) Academic Years. This release may be longer, in consultation with the Dean. The rationale for such a request may include a work plan outlining the activities to be undertaken in lieu of the assigned teaching.
- 12.2.7.2 The Dean's decision, with rationale, including the start date and end date of the alternative workload, will be communicated in writing within thirty (30) days of the Member's request.
- 12.2.7.2.1 Should the Member be dissatisfied with the Dean's decision, the Member may request a Workload Review Panel in accordance with Article 12.11.
- 12.3 Workload Assignment for Professorial Ranks**
- 12.3.1 Definitions of instructional workload types
  - 12.3.1.1 Teaching, Research, and Service (TRS) is an instructional workload of not more than 280 IHs.
  - 12.3.1.2 Teaching, and Service (TS) is an instructional workload of not more than 370 IHs.
  - 12.3.1.2.1 Members appointed pursuant to Article 33.5.7.10 will have an instructional workload of not more than 415 IHs.
- 12.3.2 For a workload consisting exclusively of courses assigned 45 IHs:
  - 12.3.2.1 A TRS workload will mean an instructional workload of not more than six (6) courses; and
  - 12.3.2.2 A TS workload will mean an instructional workload of not more than eight (8) courses.
  - 12.3.2.1.1 Members appointed pursuant to Article 33.5.7.10 will have an instructional workload of not more than nine (9) courses.
- 12.3.3 The duties of a Member will be assigned according to the following guidelines:
  - 12.3.3.1 Unless a Member is granted an alternative workload pursuant to Article 12.2.7, a Member's workload type will not change from year to year. In cases where the Dean has approved an alternative workload pursuant to Article 12.2.7, the Dean will communicate the range of approved IHs to the Member and the Chair. In the exceptional circumstance when a Member does not have a workload type and Article 12.2.7 does not apply, then the Dean, in consultation with the Member, will determine the instructional hour range;
  - 12.3.3.2 Course assignments will be made by the Member's Chair in consultation with the Member by February 21. Normally, course assignments will include course time(s). If the Member and the Chair cannot agree on a teaching assignment, the Member, the Chair, and the Dean will meet to determine the assignment. A Member who remains dissatisfied with the assignment after the meeting with the Chair and the Dean may request a workload review panel in accordance with Article 12.11;
  - 12.3.3.3 Members with a TRS instructional workload will engage in scholarly activity. Members are not assigned nor required to have prior approval for specific scholarly activities, but there are expectations for the Member in accordance with Article 12.1.4.3, Article 10, and Article 11; and
- 12.3.4 Members will be available for out-of-class student contact for not less than one (1) hour per week for each three (3) hours of in-class contact per week.

## **12.4 Faculty Development Facilitator Workload Assignment**

- 12.4.1 The Faculty Development Facilitator is accountable to the Associate Vice-President, Research who will assign a functional supervisor. The Faculty Development Facilitator is responsible for the development, administration, and delivery of the faculty development program consistent with the directions and policies of the University Faculty Development Committee and the University.
- 12.4.2 The normal hours of work for a Faculty Development Facilitator will be thirty-five (35) hours per week.
- 12.4.3 Workload will be determined by the Associate Vice-President, Research in consultation with the Member.
- 12.4.4 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.

## **12.5 Faculty School Advisor Workload Assignments**

- 12.5.1 The normal hours of work for Faculty School Advisors will be thirty-five (35) hours per week.
- 12.5.2 Duties will be assigned annually to Faculty School Advisors by the Dean after consultation with the appropriate direct supervisor and the affected Faculty School Advisor. When the Faculty School Advisor supports multiple programs, the Dean will assign one (1) functional supervisor.
- 12.5.3 Where a Faculty School Advisor is qualified to perform the duties of a Sessional instructional Member, and where the Faculty School Advisor is requested and consents to perform such duties in addition to their non-instructional duties, the Member will be paid for that instructional workload at the appropriate Sessional instructional rate.
- 12.5.4 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.
- 12.5.5 If a Faculty School Advisor works hours in excess of thirty-five (35) hours per week, then these hours will be considered overload. All overload must be authorized by the appropriate Dean, in advance of such time being worked. Overload will be paid as time in lieu.

## **12.6 Professional Resource Faculty Workload Assignment**

- 12.6.1 The normal hours of work for a Professional Resource Faculty Member will be thirty-five (35) hours per week.
- 12.6.2 Workload Components
  - 12.6.2.1 The primary workload component for a Professional Resource Faculty Member is professional practice. The professional practice component will be a minimum of eighty percent (80%) of annual workload. The remaining workload-components must include service but may be a combination of service and scholarly activity.
- 12.6.3 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.

## **12.7 Lab Supervisor Workload Assignment**

- 12.7.1 When they are not engaged in instruction or service, Lab Supervisors will provide academic and administrative leadership and coordination with respect to laboratory and/or clinical instruction within the Academic Unit.

- 12.7.2 Workload will be determined by the Dean in consultation with the Chair and the Member.
- 12.7.3 Lab Supervisors will be assigned an annual instructional workload of between 216 IH and 240 IH.
- 12.7.4 Lab Supervisors will be available for out-of-class student contact for not less than one (1) hour per week for each three (3) hours of in-class contact per week.
- 12.7.5 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.

**12.8 Lab Instructor Workload Assignment**

- 12.8.1 Lab Instructors will support the work of the Department through teaching and related duties.
- 12.8.2 Lab Instructors will normally be assigned an annual instructional workload of 432 IH.
- 12.8.3 Lab Instructors will be available for out-of-class student contact for not less than one (1) hour per week for each three (3) hours of in-class contact.
- 12.8.4 Workload will be assigned by the Dean in consultation with the Chair, Lab Supervisor, and the Member.
- 12.8.5 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.

**12.9 English as an Additional Language Instructor Workload Assignment**

- 12.9.1 The workloads for Tenure-Track, Tenured, and Full-Time Limited-Term English as an Additional Language (EAL) Instructors will be assigned by the Chair, in consultation with the Member, and approved by the Dean.
- 12.9.2 A Tenure-Track, Tenured, or Full-Time Limited-Term EAL Instructor's full-time workload involves teaching for each of the three (3) terms in the Academic Year. In addition to assigned teaching, a Tenure-Track, Tenured, or Full-Time Limited-Term EAL Instructor will engage in professional development and service in support of the program.
- 12.9.3 The annual in-class workload of a Full-Time EAL Instructor is 810 hours.
- 12.9.4 All EAL Instructors will be available for out-of-class student contact.
- 12.9.5 All EAL Instructors are expected to maintain currency in the field of EAL instruction.
- 12.9.6 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.

**12.10 University Preparation Instructor Workload Assignment**

- 12.10.1 The workloads for Tenure-Track, Tenured, and Full-Time Limited-Term University Preparation (UP) Instructors will be assigned by the Chair, in consultation with the Member, and approved by the Dean.
- 12.10.2 A Tenure-Track, Tenured, or Full-Time Limited-Term UP Instructor's full-time workload involves teaching for each of the three (3) terms in the Academic Year. In addition to assigned teaching, a Tenure-Track, Tenured, or Full-Time Limited-Term UP Instructor will engage in professional development and service in support of the program.
- 12.10.3 The annual in-class workload of a Full-Time UP Instructor is 810 hours.

- 12.10.4 All UP Instructors will be available for out-of-class student contact.
- 12.10.5 All UP Instructors are expected to maintain currency in the field of UP instruction.
- 12.10.6 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.
- 12.11 **Workload Review Panel**
  - 12.11.1 Any Member dissatisfied with a finalized workload may file a written Notice of Review with the Dean and send a copy to the Association. The Member will file a Notice of Review within five (5) working days of receipt of their finalized workload.
  - 12.11.2 Each Workload Review Panel will be composed of at least the following or their named alternates:
    - 12.11.2.1 The Dean who will act as non-voting Chair;
    - 12.11.2.2 The Chair or the individual responsible for the preliminary workload assigned to the affected Member; and
    - 12.11.2.3 Three (3) Academic or Resource area Members.
      - 12.11.2.3.1 The Members will pre-select seven (7) Members from the appropriate employment category. The Dean will ensure a democratic process of pre-selection occurs.
      - 12.11.2.3.2 When a request for review is filed, the Dean will canvas the seven (7) pre-selected Members, of whom three (3) will serve on the panel.
  - 12.11.3 In making its determinations on the merits of the appeal, the Workload Review Panel will review the workload procedures in the appropriate employment category to determine if all the workload assignment procedures have been considered and applied. The Workload Review Panel members and the Member requesting the review may request the Dean to provide access to the assigned workloads and workload criteria considerations for the appropriate and relevant Members in the Academic Unit.
  - 12.11.4 Within fifteen (15) working days of the date of the Member's review request, the Workload Review Panel will make a recommendation to the Dean on whether a workload adjustment is warranted.
  - 12.11.5 The Dean will, without delay, refer the recommendation of the Workload Review Panel, including dissenting comments, to the Provost, whose decision will be final.
  - 12.11.6 The Provost will communicate the final decision in writing to the Member within ten (10) working days of receipt of the recommendation. If the appeal is denied, the Provost will provide a written explanation. A copy of the decision will be forwarded to the Association.
  - 12.11.7 The financial management for successful appeals will be the responsibility of the Dean of the Faculty or School.
- 12.12 **Overload**
  - 12.12.1 Overload is for exceptional circumstances and the University and Association acknowledge that excessive amounts of overload may negatively affect a Member's performance.
  - 12.12.2 Overload occurs when a Member teaches or provides service in excess of the Member's assigned annual workload in a year.



- 12.12.3 The Dean must provide written authorization to the Chair prior to final confirmation of an overload assignment with the Member.
- 12.12.4 The Dean will authorize overload remuneration at the overload rate.
- 12.12.5 Payment of Overload
  - 12.12.5.1 If a Member works overload, it will be paid at the applicable rate on the salary table beginning on the first regular payday following the date on which it can be established that an overload exists and will be paid over the balance of the term.
  - 12.12.5.2 In the event that all overload has been worked as of the date on which it was established that an overload exists, then a lump sum payment for such overload will be made on the first regular payday following that date.
- 12.13 **External Professional Activities**
  - 12.13.1 The University recognizes that some Members engage in professional activities external to the University. Professional activities such as consulting, or working for other educational institutions, or healthcare organizations, must not conflict with a Member's responsibilities to the University.

## **ARTICLE 13    Chairs**

### **13.1    General**

- 13.1.1 In consultation with the Dean, a Chair provides academic and administrative leadership to an Academic Unit.
- 13.1.2 A Chair is responsible for the functional supervision of faculty and staff in an Academic Unit and advises the Dean in matters where academic expertise is required.
- 13.1.3 A Chair works collegially with members of an Academic Unit and facilitates communication and interactions between an Academic Unit and the University community.
- 13.1.4 A Chair encourages a supportive work environment in an Academic Unit and provides mentoring as needed.
- 13.1.5 A Chair will meet with all new Tenure-Track Members in an Academic Unit within three (3) months of the commencement of their appointment to explain to them the criteria and procedures for appointment review.
- 13.1.6 A Chair supports student learning in an Academic Unit and seeks to resolve disputes informally.

### **13.2    Appointment**

- 13.2.1 At least six (6) months before a new Chair is required in an Academic Unit, the Dean will seek candidates who are interested in serving as Chair. The successful candidate will have a Full-Time Tenured appointment and will normally hold an appointment in that Academic Unit.

- 13.2.2 The Dean will then appoint a Search Committee, having solicited volunteers. The Committee will be composed of four (4) Tenure-Track or Tenured Members from the Academic Unit, as well as a Chair from another Academic Unit. For smaller Academic Units or for reasons of disciplinary expertise, the five (5) voting Members of the Committee may be configured differently. The Dean will act as non-voting Chair of the Search Committee. Upon request, the membership of the committee will be provided to the Association.
- 13.2.3 Candidates will make a presentation to Members of the Academic Unit, who will have an opportunity to provide feedback to the Committee. The Search Committee will then interview candidates.
- 13.2.4 The Search Committee will make a recommendation to the Dean based on the suitability of candidates. Where more than one candidate is suitable for appointment as Chair, the recommendation will include a rank order.
- 13.2.5 The Dean will then make a recommendation to the Provost and include with it the recommendation of the Search Committee. The Dean will share with the Search Committee the recommendation made to the Provost.
- 13.2.6 The Provost will be responsible for the appointment of the Chair.
- 13.2.7 Should the recommendation process be ineffective or impractical, the Provost may, on the recommendation of the Dean, appoint an Interim Chair, from within the Academic Unit or from another Academic Unit, for a period of up to twelve (12) months, while a Chair is sought.
- 13.2.8 The Chair's first appointment will be for a three (3) year term. If reappointed, the Chair's second term may be either a three (3) or a five (5) year term.
- 13.2.8.1 The length of the second term will be determined by mutual agreement between the Chair and the Dean and subject to the approval of the Provost.
- 13.2.8.2 No Chair will serve more than two (2) consecutive full terms unless the size of the Academic Unit prevents administrative succession. In such exceptions, the full search process outlined in this article will still be followed.
- 13.2.9 A Chair will receive an honorarium in the amount of \$7750 per annum. Effective July 1, 2023, Chair honoraria is increased to \$8000 per annum.
- 13.2.10 The Dean may appoint an Acting Chair, without honorarium, to accommodate vacations and other short-term absences.
- 13.2.11 Chairs recruited from outside the University are Members and subject to the provisions of this article.
- 13.3 Reappointment**
- 13.3.1 At least six (6) months before the end of a Chair's first term, the Chair will notify the Dean regarding interest in serving a second term.
- 13.3.2 Chairs seeking reappointment will make a presentation to Members of the Academic Unit, who will then be given an opportunity to provide the Dean feedback on the suitability of reappointment.
- 13.3.3 The Dean will provide the Chair an opportunity to respond in writing to a fair summary of this feedback. The Dean will then meet with the Chair to discuss reappointment.

- 13.3.4 The Dean will make a recommendation to the Provost, summarizing the feedback from the Academic Unit and the Chair's response. The feedback and the Chair's response will be available for the Provost to review.
- 13.3.5 The Provost will be responsible for the reappointment of the Chair.
- 13.3.6 If the Chair is not reappointed, a Search Committee will be formed, and a recommendation made through the full search process outlined in this article.
- 13.4 **Resignation and Removal**
- 13.4.1 To resign from an appointment as Chair normally requires three (3) months' notice. The Chair will advise the Dean in writing.
- 13.4.2 On the recommendation of the Dean, the Provost may end a Chair's appointment, at any time, with one (1) months' notice. This action, itself, is not a disciplinary measure. In such a case, the Chair will receive a lump sum payment equivalent to three (3) months' honoraria. When this decision is communicated to the Member, the Association will be copied.
- 13.5 **Chair Workload**
- 13.5.1 The Chair's workload will be determined annually by the Dean, after consultation with the Chair.
- 13.5.2 Unless waived by the Provost, the workload of a Chair will maintain a component of instruction or professional practice.
- 13.5.2.1 Chairs with an instructional workload component will normally be assigned forty percent (40%) of their typical instructional workload, which may be averaged over the duration of their Chair appointment.
- 13.5.3 If a Chair is dissatisfied with assigned workload, an appeal may be made to the Provost. The Faculty Association will be notified of the appeal.
- 13.5.3.1 Within ten (10) working days of the workload being assigned, a Chair considering an appeal will first meet to discuss the subject of the workload appeal with the Dean in an attempt to resolve the matter.
- 13.5.3.2 If the Chair and the Dean are unable to resolve the dispute within ten (10) working days of meeting, the Chair may appeal in writing to the Provost. The Provost and the Chair will meet at the discretion of either party to discuss the subject of the workload appeal.
- 13.5.3.3 The Provost will communicate a decision in writing within ten (10) working days of the date that the matter was referred to the Provost. If the appeal is denied, the Provost will provide a written explanation. A copy of the decision will be sent to the Association.
- 13.5.3.4 The decision of the Provost is final.
- 13.5.4 Upon completion of two (2) consecutive terms, in accordance with Article 13.2.8, the Chair shall be eligible for an administrative leave.
- 13.5.4.1 An administrative leave provides time to re-establish or enhance teaching or research activities or both in preparation for return to a regular faculty workload and shall be documented in the Chair's next Annual Report. During an administrative leave the Member shall not be required to participate in university activities or service.

- 13.5.4.2 A Chair who has completed two (2) three (3) year terms will be eligible for an administrative leave for either the Fall (September 1 to December 31) or Winter (January 1 to April 30) in the Academic Year immediately following the last term.
- 13.5.4.3 A Chair who has completed a three (3) year term followed by a five (5) year term will be eligible for an administrative leave for both the Fall and Winter (September 1 to April 30).
- 13.5.4.3.1 The administrative leave described in Article 13.5.4.3 will reset a Member's sabbatical eligibility as per Article 27.2.1.

#### **ARTICLE 14 Annual Reports and Annual Performance Review**

- 14.1 For the application of this Article to Professional Resource Faculty appointed outside a Faculty, a School, or the University Library, as well as to the Faculty Development Facilitator:
- 14.1.1 References to Faculty or School Councils will mean all such Members holding Tenure-Track, Tenured, or Full-Time Limited-Term appointments; and
- 14.1.2 References to Faculty or School Executive Committee will mean a committee composed of the Dean to whom these Members report and three (3) Members who are elected by majority ballot of their peers.
- 14.2 **Annual Reports**
- 14.2.1 An annual report template will be provided by the University. Review of the template will be conducted by the University at least every three (3) years once feedback has been sought from Members.
- 14.2.2 Except for Members appointed in the previous three (3) months, all Members holding Tenure-Track, Tenured, or Full-Time Limited-Term appointments are required to complete an annual report by September 15, which will detail their activities from the previous Academic Year.
- 14.3 **Performance Review**
- 14.3.1 A performance review will be conducted each year for all Members who are required to submit an annual report.
- 14.3.2 The purpose of performance review is to provide feedback that acknowledges a Member's achievements, identifies areas for improvement, and suggests opportunities for development.
- 14.3.3 A Member will be reviewed in each component of assigned workload, and the Member will be provided with feedback for each component.
- 14.3.4 The Member will be understood to have met the expectations related to their assigned duties unless the Dean deems the Member's performance "Unsatisfactory" and requires an Enhanced Performance Plan as described in Article 14.7.
- 14.3.5 Normally, a Member's performance will not be deemed to be "Unsatisfactory" unless the Dean has, following the Member's most recent performance review, met with the Member to discuss how the Member must improve and has advised the Member of the provision in Article 14.7.
- 14.3.6 No part of this article will preclude informal communication or processes that may contribute constructively to the performance of Members in their roles.

- 14.3.7 Where a Member has been on leave under Article 21, Article 22, or Article 23, the period of leave will be removed from the period considered in the performance review.
- 14.3.8 Should a Member be on leave on September 15, the Member will be required to submit an annual report within twenty (20) working days of return.
- 14.4 **Performance Review Criteria**
- 14.4.1 In collaboration with the Executive Committee of each Faculty or School Council, or a committee of Librarians elected by a majority ballot of the Librarians, the Dean will prepare in writing the criteria for performance review. Criteria, and any subsequent changes, will be approved by a vote of Faculty or School Council. Criteria in the University Library will be approved by a vote of the Librarians.
- 14.4.2 For units that do not have a Council, such as Student Affairs, a committee consisting of the Dean and three (3) Members will develop the criteria for review. Criteria, and any subsequent changes, will be approved by a vote of the Members within their unit.
- 14.4.3 For the Faculty Development Facilitator, criteria will be developed by three (3) Tenured Members selected from three (3) Faculty or School Executive Committees, the Faculty Development Facilitator, and the Faculty Development Facilitator Dean.
- 14.4.4 Each year, the Dean will provide all Members and the Association with a copy of the current performance review criteria.
- 14.5 **Performance Review Form and Process**
- 14.5.1 A performance review form will be provided by the University. At minimum, it will allow for:
- 14.5.1.1 A Chair's feedback on each component of a Member's workload;
- 14.5.1.2 A Member's commentary on the Chair's feedback; and
- 14.5.1.3 The assessment by the Dean in accordance with Article 14.3.4.
- 14.5.2 Annual performance review will be based on all of the following:
- 14.5.2.1 A Member's annual report;
- 14.5.2.2 The relevant performance review criteria in effect for the period under review;
- 14.5.2.3 The norms of a Member's discipline;
- 14.5.2.4 For Members with instruction as part of their workload, documents that facilitate an evaluation of teaching consistent with Article 11; and
- 14.5.2.5 Documents in a Member's Official File relevant to an evaluation of that Member's teaching, professional practice, scholarly activity, or service in the period under review.
- 14.5.3 It is each Member's explicit responsibility to provide, in the annual report and in any supporting documents, sufficient detail of activities to enable a review of performance.
- 14.5.4 For each Member of the Academic Unit, other than the Chair, who has submitted an annual report, the Chair will:
- 14.5.4.1 Conduct an initial review of performance;
- 14.5.4.2 Seek clarification from a Member regarding the content of an annual report, when necessary;

- 14.5.4.3 Complete the required sections of the performance review form; and
- 14.5.4.4 Confer with the Dean throughout the review process, as appropriate.
- 14.5.5 The performance review form will be signed by both the Chair and the Member. The Member may add written comments to the review prior to signing the document. The signature of the Member does not constitute agreement with the review.
- 14.5.6 The Chair will gather and forward to the Dean, by November 15, copies of all signed performance review forms from the Academic Unit.
- 14.5.7 Using the signed performance review form as the basis for the review of each Member, the Dean will complete the review by providing written feedback on the Member's performance. This feedback will be deemed to be the formal outcome of the performance review for the Member.
- 14.5.8 The Dean will communicate the results of the performance review to each Member in writing by February 1. This will include, at minimum, the completed performance review form, signed by the Dean.
- 14.5.9 A Member has the right to respond in writing to the Dean's review within ten (10) working days of receiving a performance review. The response will be kept in the Member's Official File with the performance review form.
- 14.6 **Performance Review of Chairs**
  - 14.6.1 The performance review of a Chair, including for the entirety of the Academic Year in which the Chair's appointment ends, is the responsibility of the Dean.
  - 14.6.2 Between September 15 and October 15, the Dean will request that Members in the Academic Unit provide attributable, written feedback on the performance of the Chair, including suggestions for improvement, for the period under review. This feedback will apply only to the responsibilities of the Chair role, as guided by Article 13.1.
  - 14.6.3 After November 15, the Dean will provide the Chair a fair summary of written feedback from colleagues, protecting the anonymity of Members providing the feedback, and will provide the Chair an opportunity to respond to the fair summary.
  - 14.6.4 The Dean will complete the Chair's performance review by February 1, having used the feedback of Members and the response of the Chair to supplement the Chair's annual report.
- 14.7 **Unsatisfactory Performance**
  - 14.7.1 Should a Member's performance be deemed "Unsatisfactory," the Dean, in consultation with the Member and the Member's Chair, will develop, by May 1, a sixteen (16) month Enhanced Performance Plan, for all of the Member's workload components and responsibilities so that the Member may have guidance in an effort to return to, at minimum, a standard of performance that meets expectations.
  - 14.7.2 Where a Member's performance is deemed "Unsatisfactory" and the Member is placed on an Enhanced Performance Plan, the Member will be advised of Article 14.7.9 and the potential consequences of a second consecutive "Unsatisfactory" assessment.

- 14.7.3 The Dean will meet with the Member in order to discuss the implementation of the Enhanced Performance Plan.
- 14.7.4 The Dean will ensure that the Member is offered support and has access to reasonable resources to implement the Enhanced Performance Plan. The Enhanced Performance Plan will be kept in the Member's Official File and copies will be provided to the Member, the Chair, and the Faculty Association.
- 14.7.5 A Member will not receive salary increments while on an Enhanced Performance Plan.
- 14.7.6 A Member pursuing an Enhanced Performance Plan will complete an annual report, as set out in Article 14.2.2, but this annual report will not be assessed formally, and will be used only as a four (4) month benchmark in the plan. The Chair will provide feedback on each component of the Member's workload.
- 14.7.7 The Member and the Chair will continue to review progress and achievement every four (4) months until the Enhanced Performance Plan's conclusion.
- 14.7.8 At the conclusion of the Enhanced Performance Plan, the Member will again complete an annual report that will be reviewed in keeping with Article 14.5. The performance of a Member who has just concluded an Enhanced Performance Plan will be assessed as either having met the expectations arising from the Enhanced Performance Plan or "Unsatisfactory."
- 14.7.9 If a Member's performance is deemed "Unsatisfactory" in two (2) consecutive performance evaluations, then the Member may be subject to disciplinary provisions under Article 18.1, Article 18.3, and Article 18.4.
- 14.8 **Relationship with Promotion Recommendations and Decisions**
- 14.8.1 Annual performance reviews described in this article will be used in Promotion recommendations and decisions only as outlined specifically in this Collective Agreement.

## **ARTICLE 15 Resignation and Retirement**

### **15.1 Notice**

- 15.1.1 Normally, written notice to retire will be provided to the Member's Dean one (1) year prior to the retirement date and no later than four (4) months prior to the retirement date. Such notice will be irrevocable.
- 15.1.2 Normally, written notice to resign will be provided to the Member's Dean four (4) months prior to the resignation date.

### **15.2 Retirement Date and Vacation**

- 15.2.1 Normally, when a Member retires, the last day of employment will be either June 30 or December 31. All vacation will be deemed to be used by the date of retirement.

### **15.3 Resignation Date and Vacation**

- 15.3.1 When a Member resigns, every effort will be made to use any remaining vacation days. The Dean may, in consultation with the Member, authorize an extension to this resignation date by up to five (5) working days if extenuating circumstances prevent the Member from using vacation days.

## **15.4 Bridge to Retirement**

- 15.4.1 A bridge to retirement plan allows a Member to phase into retirement with a workload reduction of up to fifty per cent (50%). Annual workload responsibilities will be reduced proportionately once a future appointment termination date has been declared.
- 15.4.2 With the agreement of the Dean, a bridge to retirement plan will begin on July 1 and will end on June 30. The plan will be for twelve (12) or twenty-four (24) months.
- 15.4.3 The Member will continue to receive health and dental benefits as long as the Member continues to meet benefits eligibility requirements, and all income-driven benefits contributions and premiums — short term disability (STD) and long term disability (LTD) premiums — will be prorated, as will vacation and sick leave entitlements.
- 15.4.4 Bridge Eligibility
  - 15.4.4.1 To be eligible for the bridge to retirement plan, a Member must meet the following criteria:
    - 15.4.4.1.1 The Member occupies a Full-Time Tenured appointment on the date of application, through to the plan start date; and
    - 15.4.4.1.2 The Member is at least fifty-five (55) years of age and has a minimum of the equivalent of ten (10) years of full-time employment at the University on the date that reduced workload and pension begins.
- 15.4.5 Bridge Application Process
  - 15.4.5.1 A Member wishing to participate in the bridge to retirement plan will make a written application to the Dean, no later than December 15 preceding the July 1 plan start date.
    - 15.4.5.1.1 The Member's application will indicate the duration of the proposed plan as well as the desired workload reduction, which may be up to fifty per cent (50%).
  - 15.4.5.2 The Dean will make a written recommendation to the Provost by January 15, who will communicate a decision to the Dean by January 31.
  - 15.4.5.3 The Dean will communicate the decision of the Provost to the Member as soon as possible, and by no later than February 15. The decision of the Provost will be final.

## **15.5 Bridge Plan Requirements**

- 15.5.1.1 By February 28, when an application for a bridge to retirement plan is approved and accepted, the Member will provide the Dean with an irrevocable retirement letter. The letter will acknowledge the approved workload reduction as well as the plan start date as the upcoming July 1, and it will confirm the Member's date of appointment termination as the plan completion date of June 30.
- 15.5.1.2 The Member will make application by April 1 to receive Local Authorities Pension Plan (LAPP) benefits on July 1.
- 15.5.1.3 The Member will begin a reduced workload and will receive a prorated salary effective July 1 and for the duration of the approved bridge plan.



15.5.2 Plan Restrictions

15.5.2.1 Workload assignment for a Member participating in the plan will be in accordance with Article 12 subject to the following restrictions:

15.5.2.1.1 A Member participating in the plan is not eligible for overload teaching.

15.5.2.1.2 A Member participating in the plan will not condense all elements of an annual workload for a twelve (12) month plan into one (1) semester and will not condense all elements of the two (2) annual workloads of a twenty-four (24) month plan into twelve (12) months.

**ARTICLE 16 Academic Reorganization**

16.1 The Board and the Association acknowledge that in order to maintain the integrity and viability of the academic mission of the University, it may become necessary to revise, restructure, or discontinue Academic Units which may result in the layoff of Members.

16.2 Reorganization means the reduction, deletion, or transfer of an Academic Unit and will normally occur in the context of institutional academic planning. General Faculties Council will review potential changes prior to the initiation of reorganization.

16.3 Reorganization will normally be achieved in a manner that will protect the employment of Tenured Members.

16.4 No reorganization which affects the terms and conditions of employment of Members may occur without consultation with the Association which may make recommendations to the Provost.

16.5 The Association will be notified in writing and consulted at the earliest stages of planning, will have available to it the required supporting information, and have up to one (1) month to make its recommendations. The Association will be copied on all written communication with Members affected by reorganization.

**16.6 Academic Unit Deletion**

16.6.1 For reorganization that involves the deletion of an Academic Unit, the Dean will inform the Members of the number and nature of the positions that will be required for each year that some or all of the Academic Unit continues to be operational.

16.6.2 Affected Members may apply for early release or continuation on staff for the length of time some or all of the Program or Department will continue.

16.6.3 The Dean will consider such applications subject to the qualifications of the Members to teach the required courses and the needs of the University.

**16.7 Academic Unit Reduction**

16.7.1 For a reorganization involving a reduction in the Members in an Academic Unit, an Implementation Committee will be established. The committee will consist of the Dean, who will chair the committee, and four (4) Tenured Members selected by the Executive Committee of the Faculty or School Council in consultation with the Dean and ratified by Tenure-Track and Tenured members of the Faculty or School Council.

- 16.7.2 The Implementation Committee will recommend criteria for layoffs and recommend the Members to be laid off based on those criteria. The recommendations will be forwarded to the Provost with a copy to the Association. In determining the criteria and making its recommendations, the Committee will consider appointment type, academic qualifications, academic expertise, performance, and length of service.
- 16.7.2.1 Length of service will be calculated based on consecutive years of employment as a faculty member in an appointment type contemplated by this Article, which includes Tenure-Track and Tenured Appointments, Limited-Term Appointments, and Nurse Educator Appointments.
- 16.7.2.2 For clarity, Academic Senior Administrators holding Tenured Appointments in an Academic Unit will have that service counted as service in a Tenured Appointment for the purposes of this Article.
- 16.7.3 The Provost is responsible for any decision to lay off a Member. Any Member who is laid off will be notified by the Provost in writing.
- 16.8 Layoffs will only be effected in an Academic Unit if the number of Tenured positions subject to layoff is greater than the number of Tenured Members who will retire either in the Academic Year in which the reorganization will take place or in the subsequent Academic Year. Notice of layoff will be not less than six (6) months.
- 16.9 Where a Member is identified for layoff, the University will:
- 16.9.1 Make reasonable efforts to reassign the Member to an equivalent Faculty position that the Member is qualified to perform as per Article 17;
- 16.9.2 Provide a reasonable opportunity for retraining of the Member for the purpose of reassignment as per Article 17; and
- 16.9.3 Provide a reasonable opportunity for the Member to transfer to Part-Time status.
- 16.10 If a Member identified for layoff cannot be reassigned or refuses a retraining opportunity, the Member will be laid off. A Member who is laid off in this fashion will receive a severance payment equal to the lesser of:
- 16.10.1 1/12 of the Member's annual regular salary for each year of service; or
- 16.10.2 The Member's regular annual salary.
- 16.10.3 For the purposes of determining severance payment, years of service will be calculated based on the formula provided for in Article 16.7.2.1 and Article 16.7.2.2.
- 16.11 If a Member identified for a layoff can be reassigned to an equivalent position and circumstance but refuses to accept such reassignment, the Member will be laid off and will not receive severance.
- 16.12 In the event that a Full-Time Member accepts reassignment to part-time status, the severance payable will be in accordance with the provisions of Article 16.10, pro-rated to the percentage reduction from a full-time position.
- 16.13 **Recall**  
Should the same, or essentially the same, full-time, or part-time position be reinstated within eighteen (18) months of the effective date of layoff, the Member will be so advised by the University and be given first consideration for reappointment.

- 16.13.1 If more Members apply for reinstatement than the number of vacancies, the selection of Members for reinstatement will be made on the basis of the procedures and criteria in Article 16.7.2.
- 16.13.2 Salary on reappointment will be at the same rate as at layoff, subject to any general salary adjustments in the interim.
- 16.13.3 Should reappointment occur within one (1) year of the layoff date, the severance payment will be repaid proportionately.
- 16.13.4 Should reappointment occur within one (1) year of the effective date of layoff, for the purpose of the Local Authorities Pension Plan, and subject to plan regulations, the period between the layoff date and the reappointment date will be considered a period of leave without pay.
- 16.14 Layoff under this Article will not be considered nor represented as dismissal.

## **ARTICLE 17    Reassignment**

### **17.1    Reassignment Procedures**

- 17.1.1 The Board acknowledges that while Members are assigned to Academic Units, they are also University employees, and reasonable effort must be made to reassign Members affected by reorganization to other positions they are qualified to fill.
- 17.1.2 A Member adversely affected by reorganization, as described in Article 16, may advise the Provost, in writing, of an interest in being assigned to a position in another area of the University for which the Member is qualified.
- 17.1.3 Following consultation with the Association, and with the Dean and Chair of the identified Academic Unit, the Provost will decide on the proposed reassignment and advise the affected Member in writing of the decision.

### **17.2    Retraining**

- 17.2.1 A Member adversely affected by reorganization may advise the Provost, in writing, of an interest in being assigned to a position in another area of the University for which the Member is not currently qualified but could become qualified after a period of study leave.
  - 17.2.1.1 The Member will describe the study leave program, the qualifications to be obtained, and an estimate of the time and financial resources required to complete the program.
  - 17.2.1.2 The Provost will consult with the Association, and with the Dean and Chair within whose Academic Unit the position resides. The Provost will decide on the proposal and will advise the Member of the decision in writing.
- 17.3 The University reserves the right to reassign a person currently employed on the administrative staff of the University to the academic staff, and, conversely, reassign a Member to the administrative staff.

### **17.4    Effect on Employment Rights**

- 17.4.1 Members who are reassigned to an equivalent faculty position will retain all employment rights held prior to reassignment.

## **ARTICLE 18    Discipline**

### **18.1    General**

- 18.1.1    A Member may be disciplined only for just cause, and only in accordance with the provisions of this article.
- 18.1.2    It is the responsibility of a Member to be familiar with rules and regulations of the University, and it is the responsibility of the University to communicate changes to rules and regulations.
- 18.1.3    If an investigation is required, the University, in consultation with the Faculty Association, will determine who shall conduct the investigation. This may include, but is not limited to, a Dean, a Human Resources representative, and/or an external third party.
- 18.1.4    With the aim of being corrective, discipline will be commensurate with the seriousness of the violation and will be based on the principles of progressive discipline.
- 18.1.5    Discipline may be issued only by the Provost or the Dean. Only the Provost may suspend or dismiss a Member.
- 18.1.6    In recognition of the principles of progressive discipline, the Dean, where appropriate, will bring conduct which is a subject of concern to the attention of a Member in a manner that will assist the Member in correcting the conduct.
- 18.1.7    All written communications from the University to the Member on matters pertaining to discipline will be copied to the Association.
- 18.1.8    At any meeting during the discipline process, a Member will be permitted to be accompanied by a representative of the Association.

### **18.2    Procedures for Discipline**

- 18.2.1    Disciplinary action will be initiated only after completion of a fair and thorough investigation. Discipline cannot be imposed based solely on anonymous information.
- 18.2.2    In conducting an investigation, the University will:
  - 18.2.2.1    Within five (5) working days of commencing the investigation, advise the Member in writing of the nature of the allegation and the scope of the investigation, provide a complete copy of the complaint to the Member, and invite the Member to respond to the allegation by meeting or by submitting materials, or both, as the Member sees fit;
  - 18.2.2.2    Give due consideration, without prejudice, to any evidence from the Member which may expedite or simplify the investigation, or render it unnecessary; and
  - 18.2.2.3    Conclude the investigation within thirty (30) working days. By mutual agreement of the University and the Association, this deadline may be extended. Such a request will not be unreasonably denied.

- 18.2.3 Notwithstanding Article 18.2.2.1, the University may withhold information, or delay notification, if there are reasonable grounds to believe that disclosure will produce a risk of significant harm to another person or that it will significantly hinder the investigation. If there is any withholding or delay in notification on either of these grounds, when the Member is first notified, the notice will include information of the withholding or delay and an explanation of the basis for it. No withholding of information or delay in notification can extend beyond the notification of the tentative results of the investigation, at which point all withheld information must be, or have been, disclosed.
- 18.2.4 The Provost or the Dean will notify the Member in writing of the tentative findings of the investigation, with a summary of the investigation, including specific details to support the findings, within five (5) working days of the conclusion of the investigation.
- 18.2.5 Notification under Article 18.2.4 will provide the Member ten (10) working days to respond in writing to the findings of the investigation prior to the confirmation of a decision regarding discipline, unless the Member is advised that no discipline will be imposed. The Member may also be invited to attend a meeting to discuss the tentative results of the investigation, to respond to any additional information and allegations arising from the investigation, and to attempt to resolve the matter in a manner satisfactory to all concerned.
- 18.2.6 If a decision is made to invoke discipline, the Provost or the Dean will provide a written decision within five (5) working days of the meeting provided for in Article 18.2.5.
- 18.2.7 The Provost may remove an individual, in extenuating circumstances, from the University, pending the conclusion of the investigation and the imposition of any discipline. If the Provost removes an individual from the University under Article 18.2.7, then there will be no extension of any time limits set out in Article 18.2.2 through Article 18.2.6. At the conclusion of the investigation and any resulting discipline, the individual will be reinstated by the Provost, subject to any discipline that may be imposed.
- 18.3 Forms of Discipline**
- 18.3.1 Disciplinary measures, listed in increasing order of severity, are:
- 18.3.1.1 A letter of warning;
  - 18.3.1.2 A letter of reprimand;
  - 18.3.1.3 Suspension with pay;
  - 18.3.1.4 Suspension without pay; and
  - 18.3.1.5 Dismissal.
- 18.3.2 A letter of warning or reprimand must be clearly identified as being a disciplinary measure. The letter will include a statement of the actions that the Member should take to correct the conduct.
- 18.3.2.1 A Member who disagrees with the substance of a letter of warning or reprimand may file a written reply, which will form part of the Member's Official File. The letter will, however, remain as a disciplinary measure, subject to any grievance on the matter, per Article 4;

- 18.3.2.2 The failure of a Member to grieve a letter of warning or reprimand will not be deemed an admission of guilt.
- 18.3.3 Dismissal means the termination for just cause of a Tenure-Track or Contract Faculty Member's appointment before the date specified in the Member's contract, or the termination of a Tenured appointment for just cause at any time other than the Member's retirement.
- 18.3.4 Layoff pursuant to Article 16, failure to grant Tenure, or failure to renew a Contract Faculty Member's appointment will not constitute dismissal.
- 18.3.5 There will be no grievance under Article 4 for the non-renewal of an appointment at the end of a contractually specified probationary term or at the end of a Contract Faculty Member's appointment.
- 18.4 Restrictions on Discipline**
- 18.4.1 No investigation under this article will be initiated by the University more than six (6) months after it knew or ought reasonably to have known about the facts that could be the basis for discipline.
- 18.4.2 Any record of discipline, except a record of dismissal, will be deemed to be removed from a Member's Official File after a period of twenty-four (24) months from the date of the letter issuing the discipline, provided that no subsequent letters detailing disciplinary action have been placed in the Member's Official File during that period.
- 18.4.3 A Member may not be disciplined for violation of a rule or regulation that has not been communicated by the University.
- 18.4.4 Except for Article 18.4.2, disciplinary processes are distinct from academic assessments, such as those used in Tenure-Track and Tenure review, Promotion decisions, and annual performance evaluation.
- 18.4.5 The fact that a disciplinary measure has been imposed or is contemplated cannot, in itself, be considered in an academic assessment; however, the facts that resulted or may result in the imposition of discipline may be considered if relevant to the academic assessment.
- 18.4.6 A Member may be subject to Article 18.1 and Article 18.3 if the Member has received two (2) consecutive "Unsatisfactory" performance assessments under Article 14.7. In that event, Article 18.2 will not apply, as Article 14.7 will have already been applied.

## **ARTICLE 19    Salary**

### **19.1    Salary Tables**

- 19.1.1 Members will be paid in accordance with the attached salary tables which are inclusive of all vacation pay.

### **19.2    Exceptions**

- 19.2.1 The University reserves the right to pay Members in excess of the salary tables.

### **19.3    Initial Placement**

- 19.3.1 Subject to Article 19.2, no Member will be placed higher than the midpoint on the salary table upon initial placement.

- 19.3.2 There will be no grievance under Article 4 regarding salary placement, except where the relevant processes outlined in Article 19 are not followed.
- 19.4 **Professional Designation**
- 19.4.1 A Member holding a professional designation as a condition of employment at the University will maintain such designation in good standing.
- 19.5 **Promotion and Additional Credentials**
- 19.5.1 Members who have been promoted will move across their salary table on July 1.
- 19.6 **Grid Steps**
- 19.6.1 All Members eligible for an additional grid step will move to the next grid step on July 1.
- 19.6.2 A member will not receive an additional grid step while on an Enhanced Performance Plan.
- 19.7 **Payments**
- 19.7.1 Members with less than a 1.0 Full-Time appointment will have their salary pro-rated to the term and rate of their appointment.
- 19.7.2 The University will pay Members their salary entitlement no later than ten (10) calendar days following the end of each pay period. If the University proposes to change this date, the University will provide the Association with a minimum of six (6) months' notice of the change.
- 19.7.3 All payroll deductions that are tax-deductible, including the Association's annual membership fees and including charitable donations, will be included on each Member's T4 slip.
- 19.7.4 Both the University and the Member are responsible for reporting errors in payment as soon as they become aware of them.
- 19.7.4.1 Necessary corrections or adjustments to correct overpayments/underpayments of fifty (50) dollars or less may be made immediately by the University.
- 19.7.4.2 In the event that an overpayment exceeds fifty (50) dollars, a mutually acceptable arrangement for repayment will be reached between the University and the affected Member. Arrangements for repayment will consider the amount owing, the period over which the error occurred, the taxation year, and other impacts on the Member. Agreement will not be unreasonably withheld.
- 19.7.5 The University will administer the deduction and remittance of premiums or other payments required for any existing plans approved by the Association for the benefit of its Members and, where mutually agreed, the administration of any new plans entered into after the execution of this Agreement.

## **ARTICLE 20 Statutory Holidays and Vacation Entitlement**

### **20.1 Statutory Holidays**

20.1.1 All Members will have the following statutory holidays:

New Year's Day	Heritage Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and other holidays that may be declared from time to time by the Lieutenant Governor or Governor General in Council to be observed by the citizens of the Province of Alberta.

20.1.1.1 In the event that any of these holidays fall on a Saturday or a Sunday, the University will observe the holiday on the next following Monday or as otherwise declared to be observed for employees of the Government of the Province of Alberta.

20.1.1.2 In addition to statutory and general holidays, Floater Days are provided at the discretion of the University. MacEwan University will recognize no fewer than three (3) Floater Days. The dates of the Floater Days will be at the discretion of the University but will be scheduled to ensure that Members are not expected to attend work between Christmas Day and New Year's Day, inclusive.

20.1.2 These holidays will not be included as part of a Member's vacation entitlement.

20.2 **Vacation Entitlement**

20.2.1 "Vacation Year" refers to a period from July 1 to June 30 of the following calendar year.

20.2.2 Payment for vacation entitlement is included in the annual salary of each Member.

20.2.3 For the purpose of vacation entitlement, "Full-Time" will include Tenure-Track, Tenured, and Full-Time Limited-Term Members.

20.2.4 Full-Time Members employed less than twelve (12) months during the Vacation Year, as well as Tenure-Track and Tenured Members on part-time appointments, will receive vacation entitlements in proportion to the length and rate of their appointments.

20.2.5 Professorial Faculty, Professional Resource Faculty, Lab Instructors, and Lab Supervisors with full-time appointments will receive, annually, a vacation entitlement of forty-four (44) working days.

20.2.6 English as an Additional Language Instructors with full-time appointments will receive, annually, a vacation entitlement of twenty-five (25) working days.

20.2.7 University Preparation Instructors with full-time appointments will receive, annually, a vacation entitlement of thirty (30) working days.

20.2.8 The Faculty Development Facilitator and Faculty School Advisors with full-time appointments will receive, annually, a vacation entitlement of twenty (20) days during the first five (5) years of service, twenty-five (25) days during the sixth through tenth years of service, and thirty (30) working days.



- 20.2.9 Each Member will provide the University with a vacation plan that uses the Member's entire annual entitlement. The plan will not interfere with the Member's assigned workload and will not undermine the operational integrity of the Member's academic unit.
- 20.2.10 It is the responsibility of the Member to take vacation.
- 20.2.11 All vacation entitlement is deemed to have been taken in the Vacation Year in which it was received. There is no vacation payout.

## **ARTICLE 21 Leaves of Absence: Sick Leave**

### **21.1 Definitions**

- 21.1.1 "Annual Sick Leave Allowance" means that allowance accrued by each eligible Member during each Academic Year, such allowance entitling the Member to full regular salary (including, where appropriate, Chair stipend) during absence from duties because of illness, according to the provisions of this Article.
- 21.1.2 "Accumulated Sick Leave Allowance" means that unused portion of a Member's Annual Sick Leave Allowance that may be accumulated by the Member, according to the provisions of this Article.

### **21.2 Tenure-Track and Tenured Members**

- 21.2.1 Each Tenure-Track or Tenured Member will be entitled to an annual sick leave allowance of:
  - 21.2.1.1 Eighteen (18) full working days per Academic Year for Full-Time Members; and
  - 21.2.1.2 Nine (9) full working days per Academic Year for Part-Time Members.
  - 21.2.1.3 Where a Member is initially appointed on a date other than the first day of the fiscal year, the Member's Annual Sick Leave Allowance will be pro-rated accordingly.
- 21.2.2 Where all or part of a Tenure-Track or Tenured Member's Annual Sick Leave Allowance has not been used by the end of the fiscal year, the unused Annual Sick Leave Allowance will be transferred to the Member's Accumulated Sick Leave Allowance and will be carried forward into the following and subsequent fiscal years.
- 21.2.3 Notwithstanding any other provision of this Article, a Tenure-Track or Tenured Member will be entitled to full salary during absence from duties because of illness:
  - 21.2.3.1 For Full-Time Members, a maximum of forty-five (45) full working days in any one Academic Year; and
  - 21.2.3.2 For Part-Time Members, a maximum of twenty-five (25) full working days in any one Academic Year.
  - 21.2.3.3 In any one Academic Year, the combined total of annual sick leave allowance and accumulated sick leave allowance will not exceed the limits specified in Article 21.2.3.1 and Article 21.2.3.2, as applicable.
- 21.2.4 A Member may draw unearned sick leave to the extent required to qualify him or her for weekly indemnity benefits.
- 21.2.5 In the event that a Member voluntarily terminates employment with the University, any utilized sick leave allowance that has been unearned may be recovered by charging it against the Member's vacation entitlement.

- 21.2.6 A Member who has been in receipt of long term disability benefits for a period of twenty-four (24) consecutive months may have his or her employment terminated provided:
- 21.2.6.1 The termination is recommended by the Dean and Provost and approved by the University President;
- 21.2.6.2 The termination will not prejudice the Member's eligibility for long term disability benefits; and
- 21.2.6.3 Medical and benefit underwriter prognosis is that the Member will be unable to return to their own or an equivalent position in the University in the foreseeable future.
- 21.2.7 Subject to plan regulations and underwriter approval:
- 21.2.7.1 With the exception of vacation, sick leave accrual, and statutory holidays, the employee benefits the Member was participating in at the time the Member's disability commenced will continue at no cost to him or her during the Member's weekly indemnity benefit period and until he or she has received long-term disability benefits for twenty-four (24) months;
- 21.2.7.2 Long-term disability benefits will continue until the earlier of: the Member is no longer entitled to such benefits according to the plan definition, becomes age sixty-five (65), or receives retirement benefits from the Local Authorities Pension Plan (or equivalent); and
- 21.2.7.3 The University will pay the employer and employee contributions to the Local Authorities Pension Plan (or equivalent) as long as the Member remains eligible for life insurance coverage at the rate in effect at the time the Member became disabled will continue at no cost to the Member as long as he or she remains eligible for long-term disability benefits.
- 21.3 **Nurse Educators and Full-Time Limited-Term Members**
- 21.3.1 A Member on a Nurse Educator or Full-Time Limited-Term appointment is entitled, proportionate to the length of his or her appointment, to the benefits of this Article that are not expressly modified by this sub-clause.
- 21.3.2 Subject to the provisions of this Article, a Member on a Nurse Educator or Full-Time Limited-Term appointment will be protected from loss of salary because of illness only where such illness occurs during the term of the appointment.
- 21.3.3 Where twelve (12) consecutive months or more elapse between appointments, a Member on a Nurse Educator or Full-Time Limited-Term appointment may not carry forward previously accumulated sick leave allowance.
- 21.4 **Payment in Lieu**
- 21.4.1 The University will not make any payment in lieu of unused Annual or Accumulated Sick Leave Allowance.
- 21.5 **Additional Sick Leave**
- 21.5.1 Notwithstanding any other provision of this Article, the Provost, upon the recommendation of the Dean, may grant additional sick leave.
- 21.6 **Notice of Return after Leave**
- 21.6.1 Instructional Members on sick leave must notify their Chairs of their intent to return to work at least two (2) months prior to the start of a new teaching term.

- 21.6.2 In the absence of notice described in Article 21.6.1, the Member will be presumed to be unable to teach in the upcoming term. The Chair will assign courses as necessary to fulfill the teaching obligations of the Department, in the Member's absence.
- 21.6.3 A Member who fails to provide notice of return two (2) months prior to the start of term and who subsequently becomes available for work in the same term will be required to develop, with the Chair, a revised workload for the remainder of the Academic Year. The revised workload requires the approval of the Dean.

## **ARTICLE 22 Leaves of Absence: Parental Leave**

- 22.1 Tenure-Track and Tenured Members will be eligible for parental leave under the following conditions:
  - 22.1.1 After ninety (90) days of employment, Members will be entitled to up to eighteen (18) months parental leave without salary. Leave may be extended by the Provost upon the recommendation of the Dean;
  - 22.1.2 Members eligible for Employment Insurance (EI) will have access to the Supplemental Employment Benefit (SEIB) Plan benefit as described in Article 22.6; and
  - 22.1.3 Parental leave as described in this Article may be taken wholly or shared by either parent.
- 22.2 **Notice of Leave**
  - 22.2.1 A Member who takes parental leave will provide the Dean with at least four (4) months' written notice of the expected date of delivery or adoption of the child, the anticipated leave start date, and the anticipated date of return from leave.
  - 22.2.2 Where possible, the Member will provide the Dean with at least two (2) weeks' written notice of any changes to the original leave request.
- 22.3 **Notice of Return from Leave**
  - 22.3.1 The Member will provide the Dean with at least two (2) months' written notice of intent to return from leave.
- 22.4 **Benefits While on Maternity Leave**
  - 22.4.1 A Member eligible for sick leave, short-term disability, or long-term disability may apply for those benefits in the event of disability during the health-related portion of the pregnancy. The health-related portion of the pregnancy will mean that period of pregnancy prior to and following childbirth during which the Member is disabled, and such disability is substantiated with supporting medical information.
- 22.5 **Paternity Leave**
  - 22.5.1 An employee will be granted five (5) days' leave with pay to be present at the birth or adoption proceedings of the Member's child.
- 22.6 **Supplemental Employment Insurance Benefit Plan**
  - 22.6.1 SEIB Plan Overview

- 22.6.1.1 SEIB Plan supplements EI benefits during a leave for maternity, parental, or adoption leave of absence. The plan applies to the health-related maternity leave period of an approved leave that begins immediately post-delivery for a Member in receipt of EI maternity benefits. The SEIB plan applies to a portion of the thirty-five (35) weeks a Member on an approved parental or adoption leave is in receipt of EI parental or adoption benefits.
- 22.6.1.2 The SEIB plan supplements an eligible Member's income during the period of benefit entitlement by paying the difference between the Employment Insurance benefit received by the Member during the SEIB Plan period of seventeen (17) weeks and ninety-five per cent (95%) of the Member's salary at the time the leave began.
- 22.7 Eligibility for SEIB Plan**
- 22.7.1 Tenure-Track and Tenured Members who have completed ninety (90) days of employment with MacEwan University, and who are eligible to receive maternity leave benefits, parental leave benefits, or adoption leave benefits are eligible to receive SEIB Plan benefits.
- 22.7.2 When EI maternity, parental, or adoption leave benefits are shared between parents where both are Members of MacEwan University, the SEIB plan benefits are payable for a combined maximum of seventeen (17) weeks per family and will be distributed between the Members as determined by them.
- 22.7.3 In order to receive SEIB Plan payments, the eligible Member is required to:
- 22.7.3.1 Apply for Employment Insurance benefits as soon as the Member is eligible to do so, and provide evidence of Employment Insurance payment to the University; and
- 22.7.3.2 Have commenced maternity, parental, or adoption leave.
- 22.8 Rules and Regulations**
- 22.8.1 During the SEIB Plan period, the Member and the employer will continue to pay benefits premiums as per Article 25.
- 22.8.2 In accordance with Local Authorities Pension Plan regulations, Member and employer contributions will continue where the SEIB Plan payments occur during the health-related portion of a maternity leave.
- 22.8.3 Sick leave accrual will not continue during the SEIB Plan period.
- 22.8.4 A Member on maternity leave is not eligible for general illness or weekly disability benefits when payments are or could be made under the SEIB Plan.

## **ARTICLE 23 Other Leaves of Absence**

### **23.1 Professional Service Leave**

- 23.1.1 Where a Member is elected or appointed to an office in a provincial or national educational association, and where such association requests the University to grant either full-time or part-time leave of absence without pay for the Member, the University will make every reasonable effort to comply with the request.

### **23.2 Court Appearance Leave**

- 23.2.1 The University will grant leave with pay to a Member for jury duty or when summoned as a Crown Witness.

- 23.2.2 Where a Member is released from his or her normal duties for the express purpose of serving as a juror or a Crown Witness, such Member will reimburse the University all monies paid by the Court, except for travelling, accommodation, and meal allowance not paid to the Member by the University.
- 23.2.3 In other cases where a Member is required to appear in Court as a party or witness, a leave of absence without pay will be granted for a period of time reasonably required by such court appearance.
- 23.3 Leave to seek Provincial or Federal Election**
- 23.3.1 Where a Member stands for election to the Alberta Legislature or Canadian House of Commons, the University will grant the Member leave of absence without pay to campaign once an election is called.
- 23.3.2 If the Member is elected, he or she will be paid for unused vacation entitlement and may be granted a leave of absence according to Article 23.6.
- 23.4 Compassionate Care Leave**
- 23.4.1 A Member who has completed ninety (90) consecutive days of employment with the University and who requires leave to care for a qualified family member who is gravely ill, will be entitled to up to twenty-seven (27) weeks of leave without pay.
- 23.4.2 Members are required to submit to the University satisfactory proof of the need for Compassionate Care Leave, including a physician's certificate demonstrating that the qualified family member has a significant risk of death within a twenty-six (26) week period.
- 23.4.3 Members will provide at least two (2) weeks' written notice to the Dean of the requirement for the leave unless circumstances necessitate a shorter period. Notice must include an estimated date of return to work.
- 23.4.4 The leave may be broken into multiple periods. A leave period must be at least one (1) week long.
- 23.4.5 Compassionate Care Leave ends on the earliest of the following occurrences:
- 23.4.5.1 in the event of the death of the family member named in the medical certificate as stated in Article 23.4.2;
- 23.4.5.2 the twenty-seven (27) weeks of Compassionate Care Leave ends; or
- 23.4.5.3 the last day of the work week in which the Member ceases to provide care or support to the gravely ill family member.
- 23.4.6 When a Member on Compassionate Care Leave returns to work, the Member will provide at least one (1) week's written notice to the Dean of the intent to return to work, unless the Member and the Dean agree in writing to a shorter notice period.
- 23.4.7 Extensions to this leave may be granted by the Dean.
- 23.5 Bereavement Leave**
- 23.5.1 A Member will be entitled to leave with pay for a period of up to seven (7) working days, in the event of the death of:
- 23.5.1.1 Any member of the Member's family, including chosen family and family members of the Member's spouse, common-law or adult interdependent partner; or
- 23.5.1.2 A person permanently residing with the Member; or

- 23.5.1.3 In the event of a pregnancy loss. Pregnancy loss is any situation where a pregnancy ends other than in a live birth.
- 23.5.2 If such days are not taken consecutively, they will be scheduled at a time mutually agreed to between the Member and the Member's Dean.
- 23.5.3 Under special circumstances extensions to bereavement leaves may be granted by the Dean.
- 23.6 Other Leave without Pay**
- 23.6.1 Upon the request of a Tenure-Track or Tenured Member, the Provost may grant such other leaves of absence without pay as is considered appropriate in the circumstances.
- 23.7 Notice of Return after Leave**
- 23.7.1 With the exception of leaves described by Articles 23.4 and 23.5, instructional Members on leave must notify their Chairs of their intent to return to work at least two (2) months prior to the start of a new teaching term.
- 23.7.2 In the absence of notice described in Article 23.7.1, the Member will be presumed to be unable to teach in the upcoming term. The Chair will assign courses as necessary to fulfill the teaching obligations of the Department, in the Member's absence.
- 23.7.3 A Member who fails to provide notice of return two (2) months prior to the start of term, and who subsequently becomes available for work in the same term, will be required to develop, with the Chair, a revised workload for the remainder of the Academic Year. The revised workload requires the approval of the Dean.

**ARTICLE 24 Benefits for Those on Leave**

- 24.1 Members on leave without regular salary will be entitled to those benefits which continue to be payable pursuant to the insurance agreements of the carrier, provided that the Member pays the full premium thereon.
- 24.2 The accrual of sick leave benefits and eligibility for statutory holiday benefits cease during a leave without pay.

**ARTICLE 25 Benefits**

**25.1 Benefit Plans**

- 25.1.1 The Board agrees to contribute the following toward employee Benefits Plan premiums for Tenure-Track, Tenured, and Full-Time Limited-Term Members and Nurse Educators participating in the University benefits plan:
- 25.1.1.1 Extended Health Care Plan: the equivalent of eighty per cent (80%) of the single, couple, or family premium at the designated Level 3 of the flexible benefits plan;
- 25.1.1.2 Dental Care Plan: the equivalent of eighty per cent (80%) of the single, couple, or family premium at the designated Level 3 of the flexible benefits plan;
- 25.1.1.3 Health Spending Account: one hundred per cent (100%) of the annual maximum;
- 25.1.1.4 Basic Life Insurance: one hundred per cent (100%) of the premium;
- 25.1.1.5 Accidental Death & Dismemberment: one hundred per cent (100%) of the premium;
- 25.1.1.6 Short Term Disability: one hundred per cent (100%) of the premium; and

- 25.1.1.7 Employee Family Assistance Program: one hundred per cent (100%) of the premium.
- 25.1.2 Tenure-Track, Tenured, and Full-Time Limited-Term Members and Nurse Educators are eligible for Long-Term Disability benefits until the age of sixty-five (65) years. The premium is one hundred per cent (100%) employee paid.
- 25.1.3 During the life of this Agreement, any changes to benefits plans will be implemented only upon the mutual agreement of the Board and the Association.
- 25.1.4 The Benefits Plan provided for under this Agreement will be administered according to the policy agreements between the University and the Underwriters.

## **ARTICLE 26 Faculty Professional Development**

### **26.1 General**

- 26.1.1 The University will provide funding for faculty professional development costs and activities.
- 26.1.2 Such funding will include individual faculty development allocations and sessional faculty development funds that will be made available to Members on an annual basis per the terms of this Article, and which can be used to reimburse Members for expenses related to carrying out workload duties or in acquiring supplies or equipment related to the performance of such duties.
- 26.1.3 Other types of professional development activities may be funded to support the needs and priorities of Members and the University.
- 26.1.4 Any goods purchased with Faculty Development funds shall be the property of the University. Such goods shall be provided for unfettered use to the Member to whom funds were allocated, for so long as the Member remains employed by the University.

### **26.2 Individual Faculty Development Allocations**

- 26.2.1 Tenure, Tenure-Track, Limited-Term, and Nurse Educator Members will be allocated Faculty Development funds in the amount of:
  - \$1200 on July 1, 2022
  - \$1300 on July 1, 2023, and thereafter
- 26.2.2 Tenure, Tenure-Track, and Limited-Term Members with less than a 1.0 Full-Time Equivalent appointment will have their Faculty Development allocation prorated to the term of their appointment.
- 26.2.3 Where a Tenure, Tenure-Track, or Limited-Term Member is initially appointed after July 1, their Faculty Development allocation will be prorated for that year.
- 26.2.4 Unused Faculty Development funds will be carried forward for up to three (3) years.
- 26.2.5 Faculty Development funds must be used during the Member's appointment.

### **26.3 Sessional Faculty Development Funds**

- 26.3.1 Professional development funds for Sessional Members are allocated to each Faculty or School on an annual basis.
- 26.3.2 The amount of funding available for Sessional Members in each Faculty or School is based on the number of Sessional Members hired for the Academic Year. A portion of this funding may be allocated to group activities benefiting Sessional Members within the Faculty or School before the calculation of individual allotments.

- 26.3.3 Each Sessional Member in the Faculty or School will have access to the same amount of funding for the specified Academic Year.
- 26.3.4 Each Faculty or School will notify Sessional Members of the initial amount available to use for professional development as well as the process to access the funds.
- 26.3.5 Faculty Development funds for Sessional Members are available only in the year of their allocation and may only be carried forward in exceptional circumstances, subject to approval by the Dean.

## **ARTICLE 27 Sabbatical Leave**

### **27.1 General**

- 27.1.1 Sabbatical leave enables a Member to engage in a sustained period of full-time scholarship, free from the Member's full range of professional responsibilities. After a sabbatical leave, a Member's contribution to the University is expected to be enhanced, for the mutual benefit of the Member and the University.
- 27.1.2 The University will grant, annually, a limited number of sabbatical leaves to eligible Members, based on a competitive application process and subject to available funds.

### **27.2 Eligibility**

- 27.2.1 Tenured members with rank who have held the equivalent of a full-time appointment at MacEwan University or another University for at least six (6) years without a sabbatical leave and who have held the equivalent of a full-time appointment at MacEwan University for at least three (3) consecutive years are eligible to apply for sabbatical leave.
- 27.2.2 A sabbatical leave may be taken for either six (6) months or twelve (12) months, beginning, normally, on July 1. With the permission of the Dean, a sabbatical leave may begin on January 1.
- 27.2.3 Sabbatical leaves divided into two, noncontiguous six-month segments are not permitted.
- 27.2.4 Sabbatical leaves must fulfill one or more of the following purposes:
  - 27.2.4.1 Research, scholarship, or artistic creation;
  - 27.2.4.2 A course of study related to teaching or professional practice; or
  - 27.2.4.3 Work in pursuit of a graduate credential.

### **27.3 University Responsibilities**

- 27.3.1 The University will pay a Member ninety per cent (90%) of the Member's base salary during sabbatical leave.
- 27.3.2 The University will continue to contribute to all benefit plans during sabbatical leave, and pension contributions will be based on the Member's base salary. The Member may select, where a benefit plan permits, to contribute any additional premiums based on the Member's base salary.
- 27.3.3 The University will provide an eligible Member with all applicable salary adjustments during the Member's sabbatical leave.

### **27.4 Application Process**



- 27.4.1 An application for sabbatical leave will be submitted to the Dean, through the Chair of the Academic Unit, by September 15, for consideration for the following Academic Year.
- 27.4.2 The Member's application will include:
  - 27.4.2.1 An overview of the sabbatical leave activity to be undertaken, including, where applicable, a dissemination plan for the outcome(s);
  - 27.4.2.2 A work plan, outlining how the time on sabbatical leave will be used;
  - 27.4.2.3 An explanation of the intended benefit to the Member and the University, as it relates to teaching or professional practice or other work with students; and
  - 27.4.2.4 A description of any teaching or service the Member anticipates while on sabbatical leave.
- 27.4.3 The Member's application will also include:
  - 27.4.3.1 Verification of the Member's eligibility for sabbatical leave;
  - 27.4.3.2 A copy of any previous work plan and sabbatical leave report, if applicable;
  - 27.4.3.3 An updated curriculum vitae;
  - 27.4.3.4 The Member's two (2) most recent annual reports, as evaluated by the Dean;
  - 27.4.3.5 A description of any paid employment the Member anticipates while on sabbatical leave; and
  - 27.4.3.6 Other information judged by the Member to be relevant to the application.
- 27.5 **Adjudication**
  - 27.5.1 For the application of this article to Librarians, references to Faculty or School will mean the Library.
  - 27.5.2 For the application of this article to Counsellors, references to Faculty or School will mean Student Affairs.
  - 27.5.3 Sabbatical Leave Recommendation Committee
    - 27.5.3.1 For each Faculty or School, a Sabbatical Leave Recommendation Committee will be established each year and will be constituted as follows. Upon request, the membership of the committee will be provided to the Association.
      - 27.5.3.1.1 The Dean, as non-voting Chair; and
      - 27.5.3.1.2 Between three (3) and six (6) Tenured Members of the Faculty or School, configured by the Dean to reflect the size and complexity of the Faculty or School but whose members are elected by ballot of eligible Members.
    - 27.5.3.2 Except for Members serving by virtue of position, Members voted to the Sabbatical Leave Recommendation Committee will serve two-year terms and membership will be staggered, in order to maintain continuity.
    - 27.5.3.3 Members elected to a Sabbatical Leave Recommendation Committee are ineligible to apply for sabbatical leave in the same Academic Year.
    - 27.5.3.4 Quorum for a Sabbatical Leave Recommendation Committee is the Dean and all voting Members.

- 27.5.3.5 By October 15, a Sabbatical Leave Recommendation Committee will meet, and both recommend Members for sabbatical leave and produce a rank-ordered list of recommended applications, based on the following criteria, in order of importance:
  - 27.5.3.5.1 The merits of the application in terms of benefits to the University and the Member;
  - 27.5.3.5.2 The potential impact on the Member's teaching or professional practice or other work with students at MacEwan University;
  - 27.5.3.5.3 Any urgency in undertaking the project, in terms of emerging opportunities or external deadlines;
  - 27.5.3.5.4 The feasibility of completing the proposed work plan, in consideration of the Member's recent performance; and
  - 27.5.3.5.5 Any potential impact on the operations of the Member's Academic Unit.
- 27.5.3.6 Sabbatical leave applications are judged on both their absolute and relative terms, and in some cases applications of merit may not be recommended because of staffing considerations, especially in cases where the Committee receives more than one application from a single Academic Unit.
- 27.5.3.7 By November 1, the Dean will forward to the Provost's Office all applications, as well as the rank-ordered list of recommended applications.
  - 27.5.3.7.1 By November 15, the Dean will write to any Member whose application for sabbatical leave was not recommended, explaining the rationale for that decision.
- 27.5.4 University Sabbatical Leave Committee
  - 27.5.4.1 A University Sabbatical Leave Committee will be established each year and will be constituted as follows. Upon request, the membership of the committee will be provided to the Association.
    - 27.5.4.1.1 The Provost, as non-voting Chair;
    - 27.5.4.1.2 Five (5) Tenured Members, one (1) from each Faculty or School, excluding the School of Continuing Education;
    - 27.5.4.1.3 One (1) Tenured Counsellor; and
    - 27.5.4.1.4 One (1) Tenured Librarian.
  - 27.5.4.2 The voting Members of the Committee will be elected by ballot in each Faculty, School, the Library, and Student Affairs.
  - 27.5.4.3 Except for Members serving by virtue of position, Members voted to the University Sabbatical Leave Committee will serve two-year terms and membership will be staggered, in order to maintain continuity.
  - 27.5.4.4 Members elected to the University Sabbatical Leave Committee are ineligible to either apply for sabbatical leave or to sit on a Sabbatical Leave Recommendation Committee in the same Academic Year.
  - 27.5.4.5 Quorum for the University Sabbatical Leave Committee is the Provost and all voting Members.

- 27.5.4.6 By November 30, the Provost will convene the University Sabbatical Leave Committee, whose work will consist of providing the Provost with a single, rank-ordered list of applications from those recommended by the Sabbatical Leave Recommendation Committee in each Faculty or School, based on the following criteria, in order of importance:
- 27.5.4.6.1 The merits of the application in terms of benefits to the University and the Member;
  - 27.5.4.6.2 The potential impact on the Member's teaching or professional practice or other work with students at MacEwan University;
  - 27.5.4.6.3 Any urgency in undertaking the project, in terms of emerging opportunities or external deadlines;
  - 27.5.4.6.4 The feasibility of completing the proposed work plan, in consideration of the Member's recent performance; and
  - 27.5.4.6.5 Any potential impact on the operations of the Member's Academic Unit.
- 27.5.4.7 Based on available funds and using the rank-ordered list created by the University Sabbatical Leave Committee, the Provost will grant sabbatical leaves for the next Academic Year. These results will be communicated to Members, and copied to Members' Deans and the Association, by January 15. The decision of the Provost will be final.
- 27.5.4.8 A Member whose sabbatical leave has been approved may, in exceptional circumstances, request a deferral for one (1) year. Such a request will be made, in writing, to the Provost, through the Dean, and will include an explanation of the circumstances that give rise to it. The decision of the Provost in such cases will be final. When the decision is communicated to the Member, the Association will be copied.
- 27.5.4.9 There will be no grievance under Article 4 regarding sabbatical leave, except where the relevant processes outlined in Article 27 are not followed.
- 27.6 Conditions on Sabbatical Leave**
- 27.6.1 Chair stipends will be discontinued during sabbatical leave.
  - 27.6.2 A Member's vacation will be deemed to have been used during sabbatical leave
  - 27.6.3 The responsibilities of a Member on sabbatical leave will be the work described in the approved sabbatical leave application. Any changes must be approved, in writing, by the Member's Dean.
  - 27.6.4 Service is not an expectation of any Member on sabbatical leave, but Members may continue service external to the University, in order to maintain ongoing commitments.
  - 27.6.5 Sabbatical leave is not intended to allow a Member to seek or to hold a new, full-time position elsewhere. Members on sabbatical leave may receive financial assistance to support work undertaken while on sabbatical leave, in the form of fellowships, grants, or similar awards.
  - 27.6.6 A Member on sabbatical leave will remain a Member of the Faculty Association and will be subject to the assessment of membership dues.

- 27.6.7 Within two (2) months of return from sabbatical leave, a Member will submit a sabbatical leave report to the Dean, with a copy to the Provost. This report will outline the Member's achievements on sabbatical leave, relative to the approved application. This sabbatical leave report will be considered as part of any future application for sabbatical leave.

## **ARTICLE 28 Travel**

- 28.1 When a Member provides a vehicle for travel on University business, the Member will be compensated for the use of such vehicle according to at least the rates established in current Grant MacEwan University Policy D4010 (Allowable Expenses).

## **ARTICLE 29 Academic Freedom**

### **29.1 Preamble**

- 29.1.1 Academic Freedom is a principle shared by the Parties to this Agreement. It is the cornerstone of a University's role to serve the common good of society. As such, Academic Freedom inheres in a University community to foster the search for, and dissemination of, knowledge through the leadership in thought and expression of its faculty members. The Parties agree that a University cannot fulfill its purpose as a public institution without an unwavering commitment to both the idea and the practice of Academic Freedom.
- 29.1.2 Academic Freedom is a right of all Members of the Faculty Association. The Board of Governors, the Faculty Association, or the administration of the University will not abridge on any grounds the legitimate exercise of Academic Freedom.
- 29.1.3 The exercise of Academic Freedom as per this Article will not, of itself, be grounds for discipline.

### **29.2 Principles**

- 29.2.1 The responsibility of Members under the terms of this Agreement to advance and communicate knowledge is inseparable from the examination, questioning, and testing of accepted ideas and established opinion.
- 29.2.2 The free and open pursuit of knowledge by faculty members sometimes results in differing judgments with respect to truth. Such differences are valued because the expression of unpopular judgments or interpretations of scholarly enquiry advances the search for knowledge beyond prevailing opinion or popular belief as may exist at a given time.
- 29.2.3 The shared principle of Academic Freedom respects the right of faculty members to search for truth and advance knowledge in a climate that supports independent thought and expression. Academic Freedom is the freedom of faculty members to teach, to design, and to develop curriculum and pedagogy; to engage in professional practice; to engage in scholarly activity, including research and creative work; to publish, perform, or otherwise present the products of that scholarly activity; to engage in institutional governance; and to engage in service to the institution and community without being subject to infringement of the Academic Freedom upon which their work is based.

- 29.2.4 Coupled with the right to Academic Freedom are equally high standards of Academic Responsibility. Academic Responsibility includes adherence to policies approved via University governance processes and acknowledgement of the University's duty to manage its affairs in accordance with its mission and mandate. Academic Responsibility also requires respect for the rights of others, the exercise of Academic Freedom in a reasonable manner, and acknowledgement of the approved academic objectives of the institution.
- 29.2.5 Academic Responsibility as expressed in 29.2.4 does not require agreement with policies nor does it preclude criticism of policies and procedures without fear of censure or interference. The University is, and should be, a place where vigorous debate about governance is encouraged. The Parties agree that such debate when conducted in a respectful and reasonable manner strengthens collegial self-governance and allows the best ideas about governance policy and practice to be implemented.
- 29.3 **Teaching**
- 29.3.1 Academic Freedom includes the right to teach approved and assigned courses without fear of censure or interference. To that end, Members have the right to select course materials, content, methodology, and sequence of topics to be taught. Faculty members will exercise this freedom responsibly within the requirements of approved course syllabi.
- 29.3.2 Faculty members have the right and responsibility to participate in decision making with respect to the development of curriculum and pedagogy; new programs; new course offerings; modifications of existing courses; and degree, diploma, or certificate requirements. Their participation in such decision making will be afforded by a system of appointed or elected Department, Faculty/School, and University committees as will exist in accordance with approved policy at a given time.
- 29.4 **Research, Publication, and other Scholarly Activities**
- 29.4.1 Members are free to select topics for research and/or creative work and in the publication, performance, or presentation in any form of the products of that research and/or creative work. Members have the responsibility to ensure that all research and creative activity meets high scholarly and ethical standards. Honest and thoughtful inquiry, reasoned discourse, rigorous analysis of evidence, and peer review are core elements of those standards.
- 29.5 **University Governance**
- 29.5.1 Members have the right and responsibility to participate in University governance by providing counsel and advice on matters of planning and policy. Members share a right and responsibility for shaping the direction of their respective Departments and Faculties/Schools, and for serving on University-wide councils and committees. Since participation of Members in these areas is vital to academic governance, the University and all its Members have a shared responsibility to participate in University governance.

## **29.6 Professional and Community Activities**

- 29.6.1 Members, as citizens and members of learned professions, have a right to personal and professional opinions, no matter how unpopular they may be, and to state these publicly without censorship or fear of harassment or reprisal. In any exercise of freedom of expression, Members will not purport to speak on behalf of the University unless so authorized by the Board, or the University President or designate. An indication of affiliation with the University should not be construed as speaking on behalf of the University. When exercising these rights as citizens within the University, individuals must be cognizant of, and sensitive to, the fact that other members of the University also enjoy these same rights and freedoms.

## **ARTICLE 30 Health, Safety, and Environment**

### **30.1 Health and Safety**

- 30.1.1 The University will make reasonable and proper provisions for a safe and healthy workplace environment.
- 30.1.2 It is acknowledged that Members also have rights, responsibilities, and duties under the *Occupational Health and Safety Act*, and the University will take all steps reasonable in the circumstances to ensure that Members are aware of these rights, responsibilities, and duties under the Act, and any Code or Regulations under that Act.
- 30.1.3 Where the nature of the work or working conditions of the Member's regular duties are such that protective clothing, safety equipment, or other protective devices are required, the University will provide those items and will maintain and replace them, where necessary, at no cost to the Member.

### **30.2 Harassment and Violence**

- 30.2.1 The University and the Association are committed to maintaining a working environment that is free from harassment and violence.
- 30.2.2 The University will maintain and enact policies and procedures to investigate and respond to complaints of harassment and violence in a reasonable and timely manner.
- 30.2.3 The University will consult with the Association when amending or updating these policies and procedures.

### **30.3 Resources**

- 30.3.1 The University will make reasonable efforts to provide Members with the resources required to fulfill their workload responsibilities, subject to availability.

## **ARTICLE 31 Intellectual Property**

### **31.1 Copyright**

#### **31.1.1 Definitions**

- 31.1.1.1 "Copyright" and "moral rights" will have the same meaning as in the Copyright Act (Canada), and the University and faculty members remain subject to all other applicable laws.
- 31.1.1.2 "Work" is any original form of expression fixed in any tangible medium now known or later developed and includes a Teaching Work.

- 31.1.1.3 “University Curriculum and Student Records” means course titles; calendar descriptions; course grades; the required elements of a course outline; and other student records related to instruction and student evaluation, placement, and assessment.
- 31.1.1.4 “Teaching Work” will mean the original course content and teaching methodologies created by a Member for the purpose of providing instruction to students enrolled in academic courses within Ministry-approved programs at the University, regardless of the modality in which such content is provided.
- 31.1.2 Scholarship, Research, and Teaching Works
- 31.1.2.1 Faculty members own the copyright and retain the moral rights in and to all Works they create, including Teaching Works, and Works related to research and scholarship, subject only to the exceptions and limitations listed in this Article, under the sections “Administrative, Collaborative, and Commissioned Works” and “Third Party Agreements.”
- 31.1.2.2 Except where collaborative or iterative development of Works is the normal or agreed-upon practice in an Academic Unit, per Article 31.1.4, where a Member has co-authored a Work with one or more other Members, the co-authors will be joint and equal owners of the Work, subject to any agreement among the Members or the University to the contrary. Members are encouraged to include a dispute resolution article in their agreements with other Members.
- 31.1.2.3 As owner or joint owner of the copyright in the Works created by the Member, or jointly with other Members, the Member will be wholly responsible for ensuring such Works do not violate the rights of third parties and will be solely liable for any claims brought against the Member or against the University in relation to any part of the Work constituting an infringement or other violation of the rights of any third party. Where the University is owner of the copyright of a Work under the provisions of this Article, the University will be liable for any such claims. Where the University and the Member enter into an agreement dealing with the ownership or licensing of Works as contemplated in this Article, liability for such claims will be as determined by such agreement. The Member is responsible in all cases to obtain in advance any necessary clearances from third parties for any Work created by or contributed by the Member.
- 31.1.2.4 The University will not interfere with a Member’s freedom to use or publish the Member’s Works for the purposes of scholarship, research, or teaching, except for limitations imposed by duly constituted University Research Ethics Boards.
- 31.1.2.5 No Member will be obliged to engage in the commercial exploitation of their scholarship, nor to provide commercial justification for it.
- 31.1.3 Interim License of Teaching Works for in-progress courses

- 31.1.3.1 Where a Member is unable to complete their assigned duties in regard to instruction of an academic course within a Ministry-approved program at the University that includes use of a Teaching Work created by the Member, the Member will grant to the University a royalty-free, irrevocable license to use the applicable created Teaching Work(s) that are required to deliver the course in its original intended delivery mode, and only for the scheduled course at risk. Members are not required to provide the University with any such Teaching Work(s) at the beginning of a course.
- 31.1.4 Administrative, Collaborative, Commissioned Works
- 31.1.4.1 The University owns the copyright in all University Curriculum and Student Records, and all administrative materials created by University employees that do not constitute Teaching Works.
- 31.1.4.2 Where collaborative and iterative development of Teaching Works is the normal or agreed-upon practice in an Academic Unit, all members in that unit will be advised of this practice before a Member engages in the creation of any such collaborative or iterative Work. In such a case, the copyright in any collaborative or iterative Work created will be owned by the University.
- 31.1.4.3 Where the University wishes to specifically commission a Member to create a Work in which the University will have rights of ownership or license beyond the rights provided otherwise in this Article, and the Member is agreeable to doing so, that commission will be formalized using the University's standard form agreement. Such agreement will, at minimum, define allocation of liability and copyright ownership and/or license terms. The Member will be at liberty to consult with the Faculty Association prior to signing such an agreement. The University will provide the Faculty Association with a copy of any such agreement at least five (5) working days prior to its signing.
- 31.1.4.4 Subject to any agreement reached by the parties in accordance with Article 31.1.4.3, where a Member uses or adapts material in which the Member already holds copyright, such as previous course materials or other Works, the University will own only copyright of the collaborative/iterative work or Commissioned Teaching Work and will advance no claim to the source material from which the work was adapted. The Member hereby provides to the University a non-exclusive, non-transferrable, perpetual, royalty-free license to use and reproduce the source material for its own non-commercial internal use and benefit, and for the purposes of providing the associated course to students.
- 31.1.4.5 A Member contributing to any collaborative/iterative Work or Commissioned Teaching Work agrees to waive their moral rights in such Works in favour of the University and any licensees of the University and agrees to allow the University or the applicable academic unit to amend, adapt, or modify the Work as needed.



### 31.1.5 Third-Party Agreements

31.1.5.1 The University and a Member may jointly agree to enter into third-party agreements with third parties which relate to intellectual property rights of the Member, the University, and the third party, or any of them. Copyright ownership and licensing of Works specified in such agreement, and dispute resolution among the parties, will be governed by the terms of that agreement. A Member may not enter into an agreement with a third party which uses the name of, or places obligations on, the University, or has the effect of interfering with a Member's obligations to the University, without the written consent of the University. The University will not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Member without the Member's written consent.

### 31.1.6 Successor and Other Rights

31.1.6.1 When a Member leaves the University, ownership, license rights, and obligations in any works created by the Member while employed by the University will continue and survive as defined here, including in regard to any third-party agreement.

31.1.6.2 If a dispute arises between a Member and the University regarding the ownership or use of any Work or other intellectual property, it will be resolved using the regular grievance process in Article 4.

## 31.2 **Patents and Related Intellectual Property**

31.2.1 "Patents and Related Intellectual Property" or "PRIP" means inventions, integrated circuits, computer software capable of patent protection, plant cultivars, trademarks, and industrial designs, and excludes data and works to which copyright alone attaches.

31.2.2 For the purposes of this article, "net revenue" means any money received as a result of the development or commercial exploitation of PRIP, less any expenses incurred to register, develop, exploit, or administer the PRIP.

31.2.3 Faculty Members own the intellectual property rights in PRIP that they create in the course of their employment even if it was produced with the University's facilities and resources, subject to any written agreement to the contrary.

31.2.4 Where a Member has co-created PRIP with one or more others, the co-creators will be joint and equal owners of the Work, subject to any agreement among the members, third parties, or the University to the contrary.

31.2.5 Reference to "Member" in this article will include multiple creators where applicable.

31.2.6 The discovery of PRIP is not a basic purpose of University research, nor is it a condition of support of such research. A Member will have no obligation to seek patent protection or to modify research to enhance patentability but will nonetheless be welcome to consider, and, where appropriate, undertake commercialization of the results of their research, and in accordance with this Article.

- 31.2.7 Where a Member chooses to pursue commercialization of PRIP, the University may approve or not approve any use of the University's name, facilities, or resources in any proposed commercial arrangement. The University has the sole discretion to decide if it will or will not be a party to commercialization agreements involving a Member and/or one or more third parties.
- 31.2.8 Where a Member chooses to pursue commercialization of PRIP, the Member may agree to any delay in publication of the research or scholarly work of the Member for the purposes of commercialization.
- 31.2.9 Although the Member is the owner of PRIP created by the Member, the Member and the University will share in the net revenues resulting from the commercialization of PRIP under any of the following conditions:
- 31.2.9.1 The costs of the activities giving rise to the PRIP were specifically funded by third-party contracts with the University;
- 31.2.9.2 The costs of the activities giving rise to the PRIP were specifically funded by grants from the University's endowments, special-purpose funds, or specific budget allocations;
- 31.2.9.3 The PRIP was created using the specialized research facilities and services of the University, including the University's research laboratories, capital equipment, and technical facilities and services. "Specialized facilities and services" do not include the use of offices and office equipment, limited office services, personal computers, the library, or other services commonly available to members; or
- 31.2.9.4 The University or the University's agent actively participates in protection or commercialization of the PRIP, including the development, financing, manufacture, license, and sale of the PRIP.
- 31.2.10 A Member may choose to commercialize the PRIP on their own, with the University, or with a third-party. In the event a Member chooses to pursue commercialization of PRIP, the Member will disclose to the University any PRIP that is within the above revenue-sharing categories prior to taking any steps toward commercialization. The disclosure will be made to the Office of Research Services and copied to the Association. Such disclosure will be kept confidential by all parties.
- 31.2.11 The University will notify the Member in writing of its decision to participate or not in the commercialization of the PRIP within three (3) months of disclosure. Where the University agrees to participate, as a precondition to that participation, the Member and the University must enter into a written agreement acceptable to each party that details the rights and obligations of each party to effect commercialization of the PRIP. Proceeding with commercialization of the PRIP will also be subject to the University and Member entering into a written agreement acceptable to each of them with any third party that may have rights or interest in the PRIP. Where the University decides not to participate, the Member may pursue commercialization on their own.
- 31.2.12 If a Member does not disclose a potential PRIP subject to the revenue sharing guidelines above, the University will nonetheless maintain its rights to revenue sharing under this Article.
- 31.2.13 The University's share of revenue from PRIP that is subject to the above revenue sharing guidelines will be determined by the following applicable category:

- 31.2.13.1 Commercialization by the Member: The University will have a share of twenty-five per cent (25%) of net revenues over \$75,000;
- 31.2.13.2 Commercialization by the University: The University and the Member will each have a fifty per cent (50%) share of net revenues; or
- 31.2.13.3 Commercialization by a Third-Party: The University and the Member will have a negotiated share subject to the terms of the agreement with the third-party, and the relative shares of the University and the Member will be commensurate with the past and expected costs and efforts of each of them in participating in commercialization by the third party.
- 31.2.14 The University's share of any revenue received under the above revenue sharing system will be distributed as follows:
  - 31.2.14.1 1/3 of net revenue will go to a University-level fund to support research and scholarly activity;
  - 31.2.14.2 1/3 of net revenue will go to support research and scholarly activity in the Member's faculty;
  - 31.2.14.3 1/3 of net revenue will go to support general University activity; and
  - 31.2.14.4 The amount and distribution of such funds will be reported to the Association annually.
- 31.2.15 The University will in all cases have a royalty-free, perpetual, non-exclusive right to use and re-use for academic purposes the subject matter of PRIP which is subject to the revenue sharing guidelines in this Article.
- 31.2.16 As owner or joint owner of the PRIP created by the Member, or jointly with other Members, the Member will be wholly responsible for ensuring such PRIP do not violate the rights of third parties and will be solely liable for any claims brought against the Member or against the University in relation to any part of the PRIP constituting an infringement or other violation of the rights of any third party. Where the University and the Member enter into an agreement dealing with the ownership or licensing of the PRIP as contemplated in this Article, liability for such claims will be as determined by such agreement. The Member is responsible in all cases to obtain in advance any necessary clearances from third parties for any PRIP created by or contributed to by the Member.
- 31.2.17 If a dispute arises between a Member and the University regarding the ownership and use of a PRIP, the parties will follow the regular grievance process in Article 4.

## **ARTICLE 32    Nurse Educator**

- 32.1 This article outlines definitions and procedures related to Nurse Educator recurring appointments. All other terms and conditions of the Collective Agreement will apply except as otherwise described in this Article.
- 32.2 **Appointments**
  - 32.2.1 The primary focus of the Nurse Educator is to integrate theory and practice within laboratory and clinical instruction.
  - 32.2.2 The Nurse Educator appointment is a 10.5 month recurring term.
  - 32.2.3 The Annual Cycle is inclusive of an active period and inactive period.

- 32.2.3.1 The Active Period encompasses preparation for instruction, service, and vacation time.
- 32.2.3.1.1 The start date of each Active Period will normally fall between August 1 and September 1, based on operational needs determined by the Dean and communicated through the Chairs to the Member.
- 32.2.3.2 The Inactive Period includes non-instructional and non-vacation time.
- 32.2.3.2.1 A Nurse Educator is not required to complete any duties as described in the Active Period during the Inactive Period and does not report to the University during the Inactive Period.
- 32.2.4 The appointment of a Nurse Educator Member may be terminated only in accordance with Article 16 or for just cause in accordance with the provisions of Article 18.
- 32.3 **Appointment Process**
- 32.3.1 Nurse Educators are selected by a committee comprised at minimum of the Dean, a Chair, one (1) Nurse Educator, and one (1) tenure or tenure-track Member of the Academic Unit(s).
- 32.3.2 For smaller Academic Units or for reasons of disciplinary expertise, the Dean may configure or comprise the committee differently.
- 32.3.3 The final decision to appoint rests with the Dean.
- 32.4 **Salary**
- 32.4.1 A Nurse Educator's salary and increments are determined in accordance with Article 19 and are based on verified academic qualifications and relevant experience.
- 32.4.2 A Nurse Educator's Annual Cycle salary payments will be distributed over twelve (12) months.
- 32.5 **Vacation**
- 32.5.1 Nurse Educators have thirty-three (33) vacation days to be taken during the Active Period and which are included in the annual salary.
- 32.5.1.1 Vacation days are allocated at the start of the Annual Cycle.
- 32.5.2 Vacation will not interfere with the Member's assigned workload and will not undermine the operational integrity of the Member's Academic Unit.
- 32.5.3 All vacation entitlement is deemed to have been taken in the Vacation year in which it was received.
- 32.5.4 It is the responsibility of the Member to take vacation.
- 32.5.5 In the event a Member resigns during the Annual Cycle the vacation allotment will be prorated for the period worked in that Vacation Year.
- 32.5.5.1 The Member and the Chair will determine a plan including the dates for the Nurse Educator to use remaining vacation days.
- 32.5.5.1.1 The plan will require the Dean's approval.
- 32.5.5.2 The thirty-three (33) days' vacation will be prorated from the Assigned Workload start date.
- 32.5.5.3 The University will pay out the Member's remaining vacation, if any.

- 32.5.5.4 When a Member resigns partway through the Active Period and has used all their vacation, the University may deduct the used vacation days, in excess of the allotted prorated vacation from the Member's salary payout.

**32.6 Workload Assignment**

- 32.6.1 The workload for a Nurse Educator will normally range from 447 to 473 IHs.
- 32.6.2 The University will make all reasonable efforts to provide a Nurse Educator with a full instructional assignment by the first Monday in May for the Active Period in the upcoming annual cycle.
- 32.6.3 Changes to workload, after a full workload has been finalized, will require the written, dated, and signed agreement between the Member and the Dean
- 32.6.4 A Nurse Educator is expected to maintain currency of discipline or area of instruction.
- 32.6.5 A Nurse Educator may teach overload as outlined in Article 12.12.

**32.7 Annual Reports and Performance Reviews**

- 32.7.1 By September 15 of each year, Nurse Educators are required to complete an Annual Report that is consistent with Article 14.
- 32.7.2 Performance reviews will be completed in accordance with Article 14.

**32.8 Benefits**

- 32.8.1 A Nurse Educator is eligible for the same Faculty Professional Development funding as a Tenured Member.
- 32.8.2 Members with a Nurse Educator appointment will receive benefits as described in Article 21 and Article 25.
- 32.8.3 Participation in the Local Authorities Pension Plan will be in accordance with Grant MacEwan University Policy (Pension Participation).

**32.9 Resignation**

- 32.9.1 Normally, written notice to resign will be provided to the Dean two (2) months prior to the resignation date.

**ARTICLE 33 Sessional and Sessional-Extended Appointments**

**33.1 General**

- 33.1.1 This article outlines definitions and procedures related to Sessional and Sessional-Extended appointments. All other terms and conditions of the Collective Agreement will apply except as otherwise described in this article.
- 33.1.2 Sessional Members will report all absences to their Chair. Members are not required to pay for or find a replacement due to illness or emergency.
- 33.1.3 Sessional Members are appointed to participate in the delivery of academic programming. A range of additional activities may supplement assigned workload in instruction, but these duties will be assumed only at the Member's discretion.
- 33.1.4 Sessional Members may choose to participate in discretionary workload activities, for their professional development and for the benefit of the University community.
- 33.1.5 Sessional Members are appointed, on a term-by-term basis, for a fixed term.
- 33.1.6 Sessional appointments are not precursors to Full-Time Limited-Term, Tenure-Track, or Tenured appointments.

- 33.1.7 Sessional appointments are made by the Dean on the recommendation of the Chair of an Academic Unit.
- 33.1.8 When an appointment decision is made, a Member's record of effective teaching will be the only consideration. Appointments are subject to a record of effective teaching. It is an applicant's responsibility to provide sufficient information to enable the Chair to assess the applicant's performance, though the submission of a teaching dossier is optional. The Chair will base the assessment on the information reasonably available to the Chair for the period under review.
- 33.2 Course Assignment**
- 33.2.1 A course is considered available to be taught by a Sessional appointee only when it is not used to make up a Full-Time Limited-Term, Tenure-Track, or Tenured Member's course assignment.
- 33.2.2 When the University is assigning a course to be taught by a Sessional Member, a Member who, at the time the assignments are being considered:
- (a) is employed as a Sessional Member in the current Academic Year; and
  - (b) has a record of effective teaching in the Faculty or School assigning the course; and
  - (c) has expressed interest and availability to teach the course; will be given first consideration to be assigned the course in question.
- This consideration does not mean that the University is under the obligation to assign courses to a Sessional Member but does mean they will be considered before the hiring of an individual not currently employed by the University to teach the course instead.
- 33.2.2.1 When a section of a course assigned to a Sessional Member is cancelled or withdrawn from that Member within ten (10) working days of the start of the course, the Sessional Member will be paid, in lieu of a stipend, fifteen (15) dollars per IH. Upon request, the Association will be provided information regarding the cancellation.
- 33.2.2.1.1 For appointments in University Preparation or English as an Additional Language, payment in lieu of a stipend will not exceed \$975.00.
- 33.3 Pay**
- 33.3.1 Members with Sessional appointments will receive vacation pay at the rate of eight per cent (8%) and is included in the rates expressed in the salary tables.
- 33.3.2 Sessional appointments will be paid on the Sessional Salary Table.
- 33.3.3 Sessional Lab Instructor appointments will be paid on the Sessional Lab Instructor Salary Table.
- 33.3.4 Where relevant, Members who have earned an additional credential will move across their salary table for the Fall Term or Winter Term that immediately follows their Convocation. It is the responsibility of the Member to notify the Dean of this change.

- 33.3.5 Training
  - 33.3.5.1 The University may require that Members with Sessional appointments complete institutional level training related to IT Security and the Code of Conduct. The requirement to complete such training will be identified in the Letter of Appointment and will be compensated at the rate of \$100 per Member, per Academic Year.
  - 33.3.5.2 The required training activities named in Article 33.3.5.1 may be amended by mutual agreement between the University and the Association.
- 33.4 **Benefits**
  - 33.4.1 Sessional Members will qualify for benefits as described in Article 33.6.2 when assigned a workload equal to or greater than any of the following:
    - 33.4.1.1 260 IH per year for Instructional Members;
    - 33.4.1.2 486 hours per year for University Preparation Members and English as an Additional Language Member.
  - 33.4.2 The Board agrees to contribute the following toward employee Benefits Plan premiums for eligible Sessional Members:
    - 33.4.2.1 The equivalent of eighty per cent (80%) of the single, couple, or family premium at the designated Level 3 of the flexible benefits plan; and
    - 33.4.2.2 Health Spending Account: one hundred per cent (100%) of the annual maximum.
    - 33.4.2.3 Employee Family Assistance Program: one hundred percent (100%) of the premium
- 33.5 **Sessional-Extended Appointments**
  - 33.5.1 Sessional-Extended appointments are a subset of Sessional appointments. A Sessional-Extended appointment is a specified minimum workload offer as a Sessional Member, guaranteed for three (3) years, subject to a continued record of effective teaching.
  - 33.5.2 Sessional-Extended appointments are made on the basis of the merit of the Member's application as determined by the Sessional Review Committee as well as the availability of instructional workload.
  - 33.5.3 Instructional Members holding Sessional-Extended appointments will be offered a minimum workload of 260 IH per Academic Year.
  - 33.5.4 University Preparation and English as an Additional Language Members holding Sessional-Extended appointments will be offered a minimum workload of 486 hours per Academic Year.
  - 33.5.5 By June 1, Members with Sessional-Extended appointments may make a request to the Dean, in writing, to teach only in the Fall and Winter Term of the upcoming Academic Year. While these Members may be offered teaching outside Fall Term and Winter Term, no Member with a Sessional-Extended appointment will be obliged to teach in all months of an Academic Year. The University will make every reasonable effort to accommodate the request.
  - 33.5.6 Workloads for Members with Sessional-Extended appointments may include a formal, remunerated service component if assigned by the Dean.
  - 33.5.7 Application for Sessional-Extended Appointments

- 33.5.7.1 By January 15, each Dean will confirm with the Provost the number of Sessional-Extended appointments available in a Faculty or School for the next Academic Year.
- 33.5.7.2 By February 1, each Dean will invite eligible Members to make application for a Sessional-Extended appointment.
- 33.5.7.2.1 A Member who has been assigned at least 225 IH as a Sessional appointee in two (2) of the previous three (3) Academic Years may apply for a Sessional-Extended appointment.
- 33.5.7.3 By May 15, a Member's application for a Sessional-Extended appointment will be considered by a Sessional Review Committee. The Committee will consist of:
- 33.5.7.3.1 The Dean or designate, as non-voting Chair of the Committee;
- 33.5.7.3.2 The Chair of the Academic Unit from which a Member has made an application; and
- 33.5.7.3.3 Two (2) other Tenured Members of the Academic Unit, chosen by the Dean.
- 33.5.7.4 The Quorum for a Sessional Review Committee is the Dean or designate and all voting Members.
- 33.5.7.5 Normally, one Sessional Review Committee will consider all applications for each Academic Unit in an Academic Year. A Dean may appoint more than one Committee to consider applications in an Academic Unit when many applications are received.
- 33.5.7.6 In its deliberations, the Committee will consider the following motion: "That the Member's performance in teaching, as demonstrated by the evidence submitted, merits a Sessional-Extended appointment."
- 33.5.7.7 Passage of the motion constitutes a recommendation to the Dean that a Sessional-Extended appointment be granted. Failure of the motion to carry constitutes a recommendation to the Dean that a Sessional-Extended appointment not be granted.
- 33.5.7.8 The written decision of the Dean, including reasons for any denial, will be forwarded to the Member, to the Chair of the Academic Unit, and to the Faculty Association by July 1.
- 33.5.7.9 If a Member is denied a Sessional-Extended position, that Member may be appointed as a Sessional Member and may reapply for a Sessional-Extended appointment in subsequent years, provided they maintain eligibility, as described in Article 33.5.7.2.1.
- 33.5.7.10 Candidates holding a Sessional-Extended appointment within the Academic Unit will be considered for an available Tenure-Track appointment (Teaching and Service) conducted through an internal search following the provisions in Article 8. The successful candidate will be assigned rank at the level of Assistant Professor and will be subject to all terms and conditions of the Collective Agreement as they pertain to Tenure-Track Members, save as modified as follows:
- 33.5.7.10.1 The Member will be subject to a three (3) year probationary period, followed by a Tenure review, in accordance with Article 9.4.4, unless this period is reduced or eliminated by the Provost, in accordance with Article 9.4.1.3.



- 33.5.7.10.2 The Member will be ineligible for Promotion for the duration of their appointment.
- 33.5.7.10.3 The Member will be assigned an annual Teaching and Service workload of not more than 415 IHs, in accordance with Article 12.
- 33.5.7.10.4 The Member will be ineligible for movement between workload types for the duration of their appointment.

**ARTICLE 34 Temporary Reduced, Limited-Term, and Course Writer, Developer, and Reviewer Appointments**

**34.1 General**

- 34.1.1 This article outlines definitions and procedures related to temporary reduced, Limited-Term, and Course Writer, Developer, and Reviewer appointments. All other terms and conditions of the Collective Agreement will apply except as otherwise described in this article.

**34.2 Temporary Reduced Appointments**

- 34.2.1 A Full-Time Tenured Member wishing to move to reduced appointment on a temporary basis will make written application to the Dean by December 15 preceding the Academic Year start date.
  - 34.2.1.1 The application will specify a request for a temporary reduction in appointment of between twenty per cent (20%) to fifty per cent (50%) of a full-time appointment for one (1) Academic Year beginning September 1, and the reason for the request.
- 34.2.2 The Dean will forward the application with the Dean's written recommendation to the Provost by January 15, who will communicate a decision to the Dean by January 31. Under exceptional circumstances, an application may be considered outside of normal timelines.
- 34.2.3 The Dean will communicate the decision of the Provost to the Member as soon as possible, and by no later than February 15. When the decision is communicated to the Member, the Association will be copied.
- 34.2.4 A Tenured Member with a temporary reduced appointment will continue to participate in the health and pension benefits plans where and for so long as such plans permit and may elect to participate based on the Member's full-time or proportionately-reduced appointment. When the benefits are based on full-time appointment, the Member will pay the difference in cost to the University for benefits coverage.
- 34.2.5 A Tenured Member with a temporary reduced appointment will begin reduced workload on September 1 with a proportionate reduction in workload, instruction or assignments, vacation entitlement, and annual salary.
- 34.2.6 A Tenured Member with a temporary reduced appointment will not condense an annual workload into six (6) months.
- 34.2.7 A Tenured Member with a temporary reduced appointment is not eligible for additional work.
- 34.2.8 A Tenured Member with a temporary reduced workload will be subject to the provisions of Article 14.

- 34.2.9 The Member may make application to the Dean by December 15 to extend a one (1) year temporary reduced appointment for an additional twelve (12) months.
- 34.3 **Limited Term Appointments**
- 34.3.1 Full-Time Limited-Term Appointments
- 34.3.1.1 Full-Time Limited-Term appointments are made using the procedures described in Article 8.
- 34.3.1.2 Full-Time Limited-Term appointments are made for nine (9) months to three (3) years, with the duration determined at the time of the appointment.
- 34.3.1.3 A Member with a Full-Time Limited-Term appointment will carry a full-time workload as determined in Article 12. A Member with a nine (9) month Full-Time Limited-Term appointment will have a proportionate reduction in overall assignment, vacation, and salary.
- 34.3.1.4 Full-Time Limited-Term Members with appointment durations of greater than nine (9) months will be subject to the provisions of Article 14.
- 34.3.2 Part-Time Limited-Term Appointments
- 34.3.2.1 Part-Time Limited-Term appointments will be made by the Dean following consultation with the Chair of the Academic Unit.
- 34.3.2.2 Part-Time Limited-Term Members are appointed to non-instructional positions for up to twelve (12) months, with the term and percentage of employment determined at the time of appointment.
- 34.3.2.3 Part-Time Limited-Term Members will carry a workload proportionate in assignment and salary to the term and percentage of their employment.
- 34.3.3 Salary
- 34.3.3.1 Salary for Limited-Term Members will be determined in the same manner as for Tenure-Track and Tenured Members, as in Article 19.
- 34.3.4 Vacation Entitlement
- 34.3.4.1 Vacation entitlement will be in accordance with Article 20.2 and proportionate to the percentage and term of employment. Vacation will be deemed to be used by the appointment end date.
- 34.3.5 Benefits
- 34.3.5.1 Full-Time Limited-Term Members with appointments of twelve (12) months or more will receive benefits equivalent to those described in Article 25 for Full-Time Tenure-Track and Tenured Members.
- 34.3.5.2 Limited-Term Members with less than a Full-Time twelve (12) month appointment will qualify for benefits described in Article 34.3.5.3, below, when assigned a workload equal to or greater than sixty per cent (60%) of a normal workload, or 1092 hours for Professional Resource Faculty Members.
- 34.3.5.3 The Board agrees to contribute the following toward employee Benefits Plan premiums for eligible Part-Time Limited-Term Members:
- 34.3.5.3.1 The equivalent of eighty per cent (80%) of the single, couple, or family premium at the designated Level 3 of the flexible benefits plan; and
- 34.3.5.3.2 Health Spending Account: one hundred per cent (100%) of the annual maximum.

- 34.3.6 Dismissal
  - 34.3.6.1 The appointment of a Limited-Term Member may be terminated before the date specified by the appointment contract only in accordance with Article 16 or for just cause in accordance with the provisions of Article 18.
- 34.4 **Course Writer, Developer, and Reviewer Appointments**
  - 34.4.1 Where a Member agrees to an appointment as a Course Writer, Developer, or Reviewer their responsibilities are as follows:
    - 34.4.1.1 Course Writers are appointed to develop new courses that align with a program of study within an Academic Unit
    - 34.4.1.2 Course Developers are appointed to update or maintain existing courses
    - 34.4.1.3 Course Reviewers are appointed to ensure that courses in development align with the operational needs of the Academic Unit.
  - 34.4.2 The Member will receive a letter of offer specifying the type of appointment, the course(s) to be written, developed, or reviewed, the salary, the individual to whom the Member will report, and the deliverables. The University will provide the Association with a copy of the letter of offer at least five (5) working days prior to its signing.
  - 34.4.3 Members appointed as Course Writers, Developers, or Reviewers will be paid in accordance with the attached salary tables which are inclusive of vacation pay.

## LETTER OF UNDERSTANDING

Between

**THE GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION (“The Association”)**

And

**THE GRANT MACEWAN UNIVERSITY BOARD OF GOVERNORS (“The Board”)**

### **Academic Appointments for Academic Senior Administrators**

WHEREAS the Board and the Association have determined that discussions and agreement are necessary in order to acknowledge the unique positions held by Academic Senior Administrators;

AND WHEREAS the parties acknowledge that:

“Academic Senior Administrators” refers to persons who would normally be members of the Faculty Association if they did not hold administrative positions that exclude them from the Faculty Association; and

That Academic Senior Administrators are appointed to an appropriate University Faculty or School;

THE PARTIES HEREBY AGREE AND UNDERSTAND THAT:

1. The following Academic Senior Administrative positions require academic appointment:

- President
- Provost
- Vice-Provost
- Deans
- Associate Deans

Other Academic Senior Administrative positions may be included with the approval of the University President. This determination must be made prior to the beginning of an Academic Senior Administrative appointment.

2. An Academic Senior Administrator holds a Tenured appointment with rank in an Academic Unit and is expected to assume Faculty responsibilities at the end of an administrative appointment and, where applicable, subsequent administrative leave.

3. The rank held by an Academic Senior Administrator will be determined in keeping with the criteria outlined in Article 10.1.1.

4. An Academic Senior Administrator will enter or return as Member of the Faculty Association at the conclusion of an administrative appointment and, where applicable, subsequent administrative leave.

5. Following the conclusion of an Academic Administrator’s appointment and, where applicable, subsequent administrative leave, the employment terms and conditions outlined in the Collective Agreement will apply to the Member.

## **LETTER OF UNDERSTANDING**

Between

**THE GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION (“The Association”)**

And

**THE GRANT MACEWAN UNIVERSITY BOARD OF GOVERNORS (“The Board”)**

### **Restoration of Rates for Red Circled Sessional Members**

Whereas the parties have agreed to restore the red-circled sessional member's rates to a median rate effective April 1, 2023.

Now, therefore, the parties agree:

1. The rates will remain in effect hereafter but are subject to review; any change to these rates must be agreed upon by both parties in the negotiation of subsequent agreements.
2. Eligibility for the median, red-circled rate for sessional members will be determined by the JCMA on an ongoing basis, as needed.
3. A formal record identifying members covered under this Letter of Understanding will be agreed upon by both parties.

## **LETTER OF UNDERSTANDING**

Between

**THE GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION (“The Association”)**

And

**THE GRANT MACEWAN UNIVERSITY BOARD OF GOVERNORS (“The Board”)**

### **Promotion Procedure for Tenured, Red-Circled Members**

The parties agree that the provisions of Article 9.5.7 will not apply to Tenure/Tenure-Track Members whose salaries had been maintained over the range of the Salary Table for their appointment, pursuant to the Letter of Understanding regarding Financial Settlement for July 1, 2017, to June 30, 2019 (dated August 2, 2017) (“Red-Circled Members”).

## LETTER OF UNDERSTANDING

Between

**THE GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION (“The Association”)**

And

**THE GRANT MACEWAN UNIVERSITY BOARD OF GOVERNORS (“The Board”)**

### **Cross-Appointment of Academic Staff Between Academic Units and kihêw waciston**

**Whereas**, the Board honors the University’s place in O-day’min and supports indigenization and reconciliation; the Board desires to appoint academic staff that will fulfill workload responsibilities in both an Academic Unit and in the University’s Indigenous Centre (“kihêw waciston”); and

**Whereas**, members of the Association who have been so appointed require clear terms and conditions of employment; and

**Whereas**, some articles of the collective agreement between the Board and the Association (“the Collective Agreement”) must be either amended or clarified in respect of academic staff cross-appointed between an Academic Unit and kihêw waciston (“Cross-Appointed Members”) in order to achieve the above;

**Now therefore**, the parties agree to the following:

#### General Terms and Principles

1. All terms and conditions of the Collective Agreement will apply to Cross-Appointed Members except as otherwise specified by this Letter of Understanding.
2. Cross-Appointments of Tenure-Track/Tenured Members are for a period of three (3) years and may be renewed by mutual agreement between the Member, the Director of Indigenous Initiatives, and the Dean in consultation with the Chair.
3. Cross-appointments of Members with a Limited-Term Appointment are for the duration of their appointment.
4. Wherever the Collective Agreement calls for the evaluation of teaching, scholarly activity, or service of Cross-Appointed Members the following principles will guide such evaluation:
  - a. Acknowledgement that Indigenous ways of knowing may be embedded in a variety of media, including storytelling, ceremony, living on the land, singing, and dancing, arts and crafts and other media.
  - b. Acknowledgment that work in, with, and through community is central for Indigenous knowledge creation and transmission.

## Appointment of Cross-Appointed Academic Staff

5. Article 8 of the Collective Agreement is amended as follows with respect to the appointment of Cross-Appointed Members:

8.1. Academic Staff will be recruited through advertisements that will be publicized within the University and externally for a period of at least ten (10) working days. The external posting requirement may be waived by the Dean by mutual agreement with the Director of Indigenous Initiatives and the Faculty Association.

8.2. Before seeking authorization to recruit Academic Staff, the Dean will request input from Members of the Academic Unit as well as kihêw waciston to determine staffing needs.

8.5.5 A shortlisted candidate offered an appointment will receive a letter of offer, declaring that the appointment is subject to this Collective Agreement, as well as the Letter of Understanding regarding Cross-Appointment of Academic Staff Between Academic Units and kihêw waciston, specifying the salary, type of appointment (including academic rank, if applicable), starting date, duration of appointment, duration of cross-appointment, and any other terms and conditions to which the University and the candidate have agreed. A signed copy of the letter signifying acceptance of the offer will be sent to the Association.

6. Clarifications of the procedures in Article 8 related to the appointment of Cross-Appointed Members are as follows:

8.3.3: The Dean may configure the composition of the Search Committee to include continuing employees from kihêw waciston, provided that Members from an Academic Unit constitute a voting majority.

8.4.1.4: Search Committees may ask for and consider letters of support from community members when determining shortlisted candidates, planning recruitment activities, or recommending a candidate for appointment.

## Workload Assignment

7. Article 12 of the Collective Agreement is amended as follows with respect to the assignment of workload for Cross-Appointed Members:

12.1.3 The workload assignment of a Cross-Appointed Member will be determined by the Dean in consultation with the Chair, the Director of Indigenous Initiatives, and the Member.

12.3.3. Normally, Cross-Appointed Members will have a Type 1 instructional workload. Cross-Appointed Members will normally be assigned half of the standard instructional workload within their Academic Unit appropriate to their



workload type. Deviation from this standard is permitted using the Alternative Workload procedures described in this Article. It is understood that the requirements of both the Academic Unit and kihêw waciston, as well as the Member's own interests, may give rise to nominal differences in workload from year to year.

12.3.4.2 Prior to the assignment of workload, the Cross-Appointed Member will meet with the Chair and the Director of Indigenous Initiatives to discuss the anticipated needs of their respective units as well as the Member's interests for the upcoming Academic Year. Course assignments within the Academic Unit will be made by the Member's Chair in consultation with the Member by February 21. Normally, course assignments will include course time(s). Workload for kihêw waciston will be assigned by the Director of Indigenous Initiatives in consultation with the Member by February 21. If the Member and the Chair or the Member and the Director of Indigenous Initiatives cannot agree on an assignment, the Member, the Chair or the Director, and the Dean will meet to determine the assignment. A Member who remains dissatisfied with the assignment after the meeting with the Chair or the Director and the Dean may request a workload review panel in accordance with Article 12.11. Once all applicable workload components have been assigned, the Dean will provide a summary to the Chair, the Director of Indigenous Initiatives, and the Member.

8. Clarifications of the procedures in Article 12 related to the assignment of workload for Cross-Appointed members are as follows:

12.1.4: Workload components undertaken for kihêw waciston, including community-facing work, will be understood to fit within the categories of this Article (teaching, scholarly activity, service) for the purposes of assigning, reporting on, and evaluating workload.

12.11.2.2 The individual responsible for the preliminary workload assignment for Cross-Appointed Members may be the Director of Indigenous Initiatives, for the purpose of populating the Workload Review Panel.

12.11.2.3 Continuing employees working in kihêw waciston or other Cross-Appointed Members may be considered Resource Area Members, as appropriate, for the purpose of populating the Workload Review Panel.

## Annual Reports and Annual Performance Review

9. Article 14 of the Collective Agreement is amended as follows with respect to annual reports and annual performance review of Cross-Appointed Members:

14.5.1.1 A Chair's feedback on each component of a Cross-Appointed Member's workload performed in their Academic Unit as well as the feedback of the Director of Indigenous Initiatives on each component of a Member's workload performed in kihêw waciston and an overall recommendation in accordance with Article 14.3.4.

14.5.4 For each Cross-Appointed Member who has submitted an annual report, both the Chair and the Director of Indigenous Initiatives will, separately and with respect to the workload components performed in their area by the Cross-Appointed Member:

14.5.4.1 Conduct an initial review of performance;

14.5.4.2 Seek clarification from a Member regarding the content of an annual report, when necessary;

14.5.4.3 Complete the required sections of the performance review form; and

14.5.4.4 Confer with the Dean throughout the review process, as appropriate.

14.5.5 The performance review form will be signed by the Chair, the Director of Indigenous Initiatives, and the Cross-Appointed Member. The Member may add written comments to the review prior to signing the document. The signature of the Member does not constitute agreement with the review.

14.5.6 The Chairs and the Director of Indigenous Initiatives will coordinate to ensure that copies of all signed performance review forms for Cross-Appointed Members are forwarded to the Dean by November 15.

14.7.1 When the overall assessment of a Cross-Appointed Member's performance is deemed "Unsatisfactory," the Dean, in consultation with the Member, the Member's Chair, and the Director of Indigenous Initiatives, will develop, by May 1, a sixteen-month Enhanced Performance Plan, for all of the Member's workload components and responsibilities so that the Member may have guidance in an effort to return to, at minimum, a standard of performance that meets expectations.

10. Clarifications of the procedures in Article 14 related to annual reports and annual performance review of cross-appointed members are as follows:

14.4 Cross-Appointed Members will be reviewed by the Chair, the Director of Indigenous Initiatives, and the Dean using the approved criteria for their Academic Unit, subject to the principles of evaluation set out in Section (4) of this Letter of Understanding.

#### Extension of Probation, Tenure, and Promotion

11. The Parties agree to meet within twelve (12) months of the effective date of this Letter of Understanding to assess the amendments and clarifications described above and to discuss potential amendments and clarifications of procedures in Articles 9 and 10 of the Collective Agreement.

## LETTER OF UNDERSTANDING

Between

**THE GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION (“The Association”)**

And

**THE GRANT MACEWAN UNIVERSITY BOARD OF GOVERNORS (“The Board”)**

### **Instructional Workload for Professoriate Members**

**Whereas**, the parties have agreed to amendments to clauses in the collective agreement between them related to workloads for Professoriate Members

**Now therefore**, the parties agree to the following:

1. Upon ratification of the 2020-24 Collective Agreement, any Member previously holding a Type 1 or Type 2 instructional workload (as set out in Article 12.3.2 of the 2019-20 Collective Agreement), will be deemed to be holding a Teaching, Research, and Service (TRS) workload; any Member previously holding a Type 3 instructional workload will be deemed to be holding a Teaching and Service (TS) workload.
2. Any Member previously holding a Type 2 workload will be maintained at this instructional workload (305-325 IHs) unless they request a change in workload type, pursuant to Article 12.2.7.1.1.
3. Prior to June 30, 2024, Deans of Members with Type 2 workloads, as set out above, will meet with those Members to discuss their workload type.

## **LETTER OF UNDERSTANDING**

Between

**THE GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION (“The Association”)**

And

**THE GRANT MACEWAN UNIVERSITY BOARD OF GOVERNORS (“The Board”)**

### **Grid Step Progression – December 2023**

The parties agree that Members belonging to the following appointment types whose salaries are at the top of the salary grid for that appointment type as of November 30, 2023, will, on December 1, 2023, progress by one (1) step:

- Assistant Professor
- Associate Professor
- Nurse Educator (Bachelors)
- Lab Instructor
- Lab Supervisor
- UP/EAL Instructor

### Salary Table for Professorial Faculty Members

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective July 1, 2020

Assistant Professor		Associate Professor		Professor	
1	\$66,788	1	\$66,788	1	\$66,788
2	\$69,126	2	\$69,126	2	\$69,126
3	\$71,545	3	\$71,545	3	\$71,545
4	\$74,050	4	\$74,050	4	\$74,050
5	\$76,641	5	\$76,641	5	\$76,641
6	\$79,324	6	\$79,324	6	\$79,324
7	\$82,100	7	\$82,100	7	\$82,100
8	\$84,974	8	\$84,974	8	\$84,974
9	\$87,948	9	\$87,948	9	\$87,948
10	\$91,026	10	\$91,026	10	\$91,026
11	\$94,212	11	\$94,212	11	\$94,212
12	\$97,509	12	\$97,509	12	\$97,509
13	\$100,922	13	\$100,922	13	\$100,922
14	\$104,454	14	\$104,454	14	\$104,454
15	\$108,110	15	\$108,110	15	\$108,110
		16	\$111,894	16	\$111,894
		17	\$115,810	17	\$115,810
		18	\$119,864	18	\$119,864
		19	\$124,059	19	\$124,059
		20	\$128,401	20	\$128,401
				21	\$132,895
				22	\$137,546
				23	\$142,360
				24	\$147,343
				25	\$152,500

Overload: \$7,000 per course (for 45 IH course)

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective April 1, 2023

Assistant Professor		Associate Professor		Professor	
1	\$66,788	1	\$66,788	1	\$67,623
2	\$69,126	2	\$69,126	2	\$69,990
3	\$71,545	3	\$71,545	3	\$72,439
4	\$74,050	4	\$74,050	4	\$74,976
5	\$76,641	5	\$76,641	5	\$77,599
6	\$79,324	6	\$79,324	6	\$80,316
7	\$82,100	7	\$82,100	7	\$83,126
8	\$84,974	8	\$84,974	8	\$86,036
9	\$87,948	9	\$87,948	9	\$89,047
10	\$91,026	10	\$91,026	10	\$92,164
11	\$94,212	11	\$94,212	11	\$95,390
12	\$97,509	12	\$97,509	12	\$98,728
13	\$100,922	13	\$100,922	13	\$102,184
14	\$104,454	14	\$104,454	14	\$105,760
15	\$108,110	15	\$108,110	15	\$109,461
		16	\$111,894	16	\$113,293
		17	\$115,810	17	\$117,258
		18	\$119,864	18	\$121,362
		19	\$124,059	19	\$125,610
		20	\$128,401	20	\$130,006
				21	\$134,556
				22	\$139,265
				23	\$144,140
				24	\$149,185
				25	\$154,406

Overload: \$7,088 per course (for 45 IH course)

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective December 1, 2023

Assistant Professor		Associate Professor		Professor	
1	\$67,289	1	\$67,289	1	\$68,130
2	\$69,644	2	\$69,644	2	\$70,515
3	\$72,082	3	\$72,082	3	\$72,983
4	\$74,605	4	\$74,605	4	\$75,538
5	\$77,216	5	\$77,216	5	\$78,181
6	\$79,919	6	\$79,919	6	\$80,918
7	\$82,716	7	\$82,716	7	\$83,750
8	\$85,611	8	\$85,611	8	\$86,681
9	\$88,608	9	\$88,608	9	\$89,715
10	\$91,709	10	\$91,709	10	\$92,855
11	\$94,919	11	\$94,919	11	\$96,105
12	\$98,240	12	\$98,240	12	\$99,468
13	\$101,679	13	\$101,679	13	\$102,950
14	\$105,237	14	\$105,237	14	\$106,553
15	\$108,921	15	\$108,921	15	\$110,282
16	\$112,733	16	\$112,733	16	\$114,142
		17	\$116,679	17	\$118,137
		18	\$120,763	18	\$122,273
		19	\$124,989	19	\$126,552
		20	\$129,364	20	\$130,981
		21	\$133,892	21	\$135,565
				22	\$140,310
				23	\$145,221
				24	\$150,304
				25	\$155,564

Overload: \$7,194 per course (for 45 IH course)



Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

**Effective February 29, 2024, retroactive to December 1, 2023, subject to Gain Sharing Formula**  
(see Appendix)

Assistant Professor		Associate Professor		Professor	
1	\$67,625	1	\$67,625	1	\$68,471
2	\$69,993	2	\$69,993	2	\$70,868
3	\$72,442	3	\$72,442	3	\$73,348
4	\$74,978	4	\$74,978	4	\$75,916
5	\$77,602	5	\$77,602	5	\$78,572
6	\$80,319	6	\$80,319	6	\$81,323
7	\$83,129	7	\$83,129	7	\$84,168
8	\$86,039	8	\$86,039	8	\$87,115
9	\$89,051	9	\$89,051	9	\$90,164
10	\$92,167	10	\$92,167	10	\$93,319
11	\$95,393	11	\$95,393	11	\$96,586
12	\$98,732	12	\$98,732	12	\$99,966
13	\$102,187	13	\$102,187	13	\$103,465
14	\$105,764	14	\$105,764	14	\$107,086
15	\$109,465	15	\$109,465	15	\$110,834
16	\$113,297	16	\$113,297	16	\$114,713
		17	\$117,262	17	\$118,728
		18	\$121,367	18	\$122,884
		19	\$125,614	19	\$127,185
		20	\$130,011	20	\$131,636
		21	\$134,561	21	\$136,243
				22	\$141,011
				23	\$145,947
				24	\$151,055
				25	\$156,342

Overload: \$7,230 per course (for 45 IH course)

**Salary Table for Professional Resource Faculty with Rank**  
 Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective July 1, 2020

<b>Counsellor I Librarian I</b>		<b>Counsellor II Librarian II</b>		<b>Counsellor III Librarian III</b>	
1	\$71,391	1	\$71,391	1	\$71,391
2	\$73,890	2	\$73,890	2	\$73,890
3	\$76,476	3	\$76,476	3	\$76,476
4	\$79,153	4	\$79,153	4	\$79,153
5	\$81,923	5	\$81,923	5	\$81,923
6	\$84,790	6	\$84,790	6	\$84,790
7	\$87,758	7	\$87,758	7	\$87,758
8	\$90,830	8	\$90,830	8	\$90,830
9	\$94,009	9	\$94,009	9	\$94,009
10	\$97,299	10	\$97,299	10	\$97,299
		11	\$100,704	11	\$100,704
		12	\$104,229	12	\$104,229
		13	\$107,877	13	\$107,877
		14	\$111,653	14	\$111,653
		15	\$115,561	15	\$115,561
				16	\$119,606
				17	\$123,792
				18	\$128,125
				19	\$132,609
				20	\$137,250

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective April 1, 2023

Counsellor I Librarian I		Counsellor II Librarian II		Counsellor III Librarian III	
1	\$72,283	1	\$72,283	1	\$72,283
2	\$74,814	2	\$74,814	2	\$74,814
3	\$77,432	3	\$77,432	3	\$77,432
4	\$80,142	4	\$80,142	4	\$80,142
5	\$82,947	5	\$82,947	5	\$82,947
6	\$85,850	6	\$85,850	6	\$85,850
7	\$88,855	7	\$88,855	7	\$88,855
8	\$91,965	8	\$91,965	8	\$91,965
9	\$95,184	9	\$95,184	9	\$95,184
10	\$98,515	10	\$98,515	10	\$98,515
		11	\$101,963	11	\$101,963
		12	\$105,532	12	\$105,532
		13	\$109,225	13	\$109,225
		14	\$113,049	14	\$113,049
		15	\$117,006	15	\$117,006
				16	\$121,101
				17	\$125,339
				18	\$129,727
				19	\$134,267
				20	\$138,966

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective December 1, 2023

Counsellor I Librarian I		Counsellor II Librarian II		Counsellor III Librarian III	
1	\$72,826	1	\$72,826	1	\$72,826
2	\$75,375	2	\$75,375	2	\$75,375
3	\$78,013	3	\$78,013	3	\$78,013
4	\$80,743	4	\$80,743	4	\$80,743
5	\$83,569	5	\$83,569	5	\$83,569
6	\$86,494	6	\$86,494	6	\$86,494
7	\$89,521	7	\$89,521	7	\$89,521
8	\$92,655	8	\$92,655	8	\$92,655
9	\$95,898	9	\$95,898	9	\$95,898
10	\$99,254	10	\$99,254	10	\$99,254
		11	\$102,728	11	\$102,728
		12	\$106,323	12	\$106,323
		13	\$110,045	13	\$110,045
		14	\$113,897	14	\$113,897
		15	\$117,883	15	\$117,883
				16	\$122,009
				17	\$126,279
				18	\$130,700
				19	\$135,274
				20	\$140,008

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

**Effective February 29, 2024, retroactive to December 1, 2023, subject to Gain Sharing Formula**  
(see Appendix)

<b>Counsellor I Librarian I</b>	
1	\$73,190
2	\$75,752
3	\$78,403
4	\$81,147
5	\$83,987
6	\$86,926
7	\$89,969
8	\$93,118
9	\$96,377
10	\$99,750

<b>Counsellor II Librarian II</b>	
1	\$73,190
2	\$75,752
3	\$78,403
4	\$81,147
5	\$83,987
6	\$86,926
7	\$89,969
8	\$93,118
9	\$96,377
10	\$99,750
11	\$103,241
12	\$106,855
13	\$110,595
14	\$114,466
15	\$118,472

<b>Counsellor III Librarian III</b>	
1	\$73,190
2	\$75,752
3	\$78,403
4	\$81,147
5	\$83,987
6	\$86,926
7	\$89,969
8	\$93,118
9	\$96,377
10	\$99,750
11	\$103,241
12	\$106,855
13	\$110,595
14	\$114,466
15	\$118,472
16	\$122,619
17	\$126,911
18	\$131,353
19	\$135,950
20	\$140,708

**Salary Table for Faculty Development Facilitator and  
Professional Resource Faculty without Rank**

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty  
Effective July 1, 2020

<b>Faculty Development Facilitator and PRF without Rank</b>	
1	\$71,391
2	\$73,890
3	\$76,476
4	\$79,153
5	\$81,923
6	\$84,790
7	\$87,758
8	\$90,830
9	\$94,009
10	\$97,299
11	\$100,704
12	\$104,229
13	\$107,877
14	\$111,653
15	\$115,561

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective April 1, 2023

<b>Faculty Development Facilitator and PRF without Rank</b>	
1	\$72,283
2	\$74,814
3	\$77,432
4	\$80,142
5	\$82,947
6	\$85,850
7	\$88,855
8	\$91,965
9	\$95,184
10	\$98,515
11	\$101,963
12	\$105,532
13	\$109,225
14	\$113,049
15	\$117,006

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective December 1, 2023

<b>Faculty Development Facilitator and PRF without Rank</b>	
1	\$72,826
2	\$75,375
3	\$78,013
4	\$80,743
5	\$83,569
6	\$86,494
7	\$89,521
8	\$92,655
9	\$95,898
10	\$99,254
11	\$102,728
12	\$106,323
13	\$110,045
14	\$113,897
15	\$117,883



Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

**Effective February 29, 2024, retroactive to December 1, 2023, subject to Gain Sharing Formula**  
(see Appendix)

<b>Faculty Development Facilitator and PRF without Rank</b>	
1	\$73,190
2	\$75,752
3	\$78,403
4	\$81,147
5	\$83,987
6	\$86,926
7	\$89,969
8	\$93,118
9	\$96,377
10	\$99,750
11	\$103,241
12	\$106,855
13	\$110,595
14	\$114,466
15	\$118,472

### Salary Table for Nurse Educators

Effective July 1, 2020

Bachelor		Graduate Degree	
1	\$63,730	1	\$63,730
2	\$65,960	2	\$65,960
3	\$68,269	3	\$68,269
4	\$70,658	4	\$70,658
5	\$73,131	5	\$73,131
6	\$75,691	6	\$75,691
7	\$78,340	7	\$78,340
8	\$81,082	8	\$81,082
		9	\$83,920
		10	\$86,857
		11	\$89,897

Clinical Overload: \$112.75 per Instructional Hour

Effective April 1, 2023

Bachelor		Graduate Degree	
1	\$63,730	1	\$64,527
2	\$65,960	2	\$66,785
3	\$68,269	3	\$69,122
4	\$70,658	4	\$71,541
5	\$73,131	5	\$74,045
6	\$75,691	6	\$76,637
7	\$78,340	7	\$79,319
8	\$81,082	8	\$82,096
		9	\$84,969
		10	\$87,943
		11	\$91,021

Clinical Overload: \$114.16 per Instructional Hour

Effective December 1, 2023

Bachelor		Graduate Degree	
1	\$64,208	1	\$65,011
2	\$66,455	2	\$67,285
3	\$68,781	3	\$69,641
4	\$71,188	4	\$72,078
5	\$73,679	5	\$74,600
6	\$76,259	6	\$77,212
7	\$78,928	7	\$79,914
8	\$81,690	8	\$82,711
9	\$84,549	9	\$85,606
		10	\$88,602
		11	\$91,703

Clinical Overload: \$115.87 per Instructional Hour

**Effective February 29, 2024, retroactive to December 1, 2023, subject to Gain Sharing Formula**  
(see Appendix)

Bachelor		Graduate Degree	
1	\$64,529	1	\$65,336
2	\$66,787	2	\$67,622
3	\$69,125	3	\$69,989
4	\$71,544	4	\$72,438
5	\$74,048	5	\$74,973
6	\$76,640	6	\$77,598
7	\$79,322	7	\$80,314
8	\$82,099	8	\$83,125
9	\$84,972	9	\$86,034
		10	\$89,045
		11	\$92,162

Clinical Overload: \$116.45 per Instructional Hour

**Salary Table for Faculty School Advisors/Instructional Assistants (IAs)**

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective July 1, 2020

<b>Faculty School Advisors/IAs</b>	
1	\$53,768
2	\$55,650
3	\$57,598
4	\$59,614
5	\$61,700
6	\$63,860
7	\$66,095
8	\$68,408
9	\$70,803
10	\$73,281
11	\$75,845
12	\$78,500

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective April 1, 2023

<b>Faculty School Advisors/IAs</b>	
1	\$54,440
2	\$56,346
3	\$58,318
4	\$60,359
5	\$62,471
6	\$64,658
7	\$66,921
8	\$69,263
9	\$71,688
10	\$74,197
11	\$76,793
12	\$79,481

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective December 1, 2023

<b>Faculty School Advisors/IAs</b>	
1	\$54,848
2	\$56,768
3	\$58,755
4	\$60,812
5	\$62,940
6	\$65,143
7	\$67,423
8	\$69,783
9	\$72,226
10	\$74,753
11	\$77,369
12	\$80,077

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

**Effective February 29, 2024, retroactive to December 1, 2023, subject to Gain Sharing Formula**  
(see Appendix)

<b>Faculty School Advisors/IAs</b>	
1	\$55,123
2	\$57,052
3	\$59,049
4	\$61,116
5	\$63,254
6	\$65,469
7	\$67,760
8	\$70,131
9	\$72,587
10	\$75,127
11	\$77,756
12	\$80,478

**Salary Table for Lab Instructors and Lab Supervisors**

Effective July 1, 2020

Lab Instructors		Lab Supervisors	
1	\$49,634	1	\$69,704
2	\$51,371	2	\$72,144
3	\$53,169	3	\$74,669
4	\$55,030	4	\$77,283
5	\$56,956	5	\$79,987
6	\$58,949	6	\$82,787
7	\$61,013	7	\$85,685
8	\$63,148	8	\$88,684
9	\$65,358	9	\$91,787
10	\$67,646	10	\$95,000
11	\$70,013		
12	\$72,464		
13	\$75,000		

Overload: \$3,600 per lab (for 36 IH lab)

Effective April 1, 2023 – Overload: \$3,645 per lab (for 36 IH lab)

Effective December 1, 2023

Lab Instructors		Lab Supervisors	
1	\$50,006	1	\$70,227
2	\$51,756	2	\$72,685
3	\$53,568	3	\$75,229
4	\$55,443	4	\$77,863
5	\$57,383	5	\$80,587
6	\$59,391	6	\$83,408
7	\$61,471	7	\$86,328
8	\$63,622	8	\$89,349
9	\$65,848	9	\$92,475
10	\$68,153	10	\$95,713
11	\$70,538	11	\$99,062
12	\$73,007		
13	\$75,563		
14	\$78,207		

Overload: \$3,700 per lab (for 36 IH lab)

**Effective February 29, 2024, retroactive to December 1, 2023, subject to Gain Sharing Formula**  
 (see Appendix)

<b>Lab Instructors</b>		<b>Lab Supervisors</b>	
1	\$50,256	1	\$70,578
2	\$52,015	2	\$73,049
3	\$53,836	3	\$75,605
4	\$55,720	4	\$78,252
5	\$57,670	5	\$80,990
6	\$59,688	6	\$83,825
7	\$61,778	7	\$86,759
8	\$63,940	8	\$89,796
9	\$66,177	9	\$92,938
10	\$68,494	10	\$96,191
11	\$70,891	11	\$99,558
12	\$73,373		
13	\$75,940		
14	\$78,598		

Overload: \$3,719 per lab (for 36 IH lab)

**Salary Table for English as an Additional Language and  
University Preparation Instructors**

Effective July 1, 2020

<b>English as an Additional Language and University Preparation Instructors</b>	
1	\$67,347
2	\$69,704
3	\$72,144
4	\$74,669
5	\$77,283
6	\$79,987
7	\$82,787
8	\$85,685
9	\$88,684
10	\$91,787
11	\$95,000

EAL Overload: \$63/hour

UP Overload: \$70/hour

Effective April 1, 2023

EAL Overload: \$64/hour

UP Overload: \$71/hour



Effective December 1, 2023

<b>English as an Additional Language and University Preparation Instructors</b>	
1	\$67,852
2	\$70,227
3	\$72,685
4	\$75,229
5	\$77,863
6	\$80,587
7	\$83,408
8	\$86,328
9	\$89,349
10	\$92,475
11	\$95,713
12	\$99,062

EAL Overload: \$64/hour

UP Overload: \$71/hour

Effective February 29, 2024, retroactive to December 1, 2023, subject to Gain Sharing Formula  
(see Appendix)

<b>English as an Additional Language and University Preparation Instructors</b>	
1	\$68,191
2	\$70,578
3	\$73,049
4	\$75,605
5	\$78,252
6	\$80,990
7	\$83,825
8	\$86,759
9	\$89,796
10	\$92,938
11	\$96,191
12	\$99,558

EAL Overload: \$64/hour

UP Overload: \$71/hour

### **Salary Rate for Sessional Lab Instructors**

Effective July 1, 2020

<b>Sessional Lab Instructors</b>
<b>\$3,850</b>

per 36 IH lab

Effective April 1, 2023

<b>Sessional Lab Instructors</b>
<b>\$3,898</b>

per 36 IH lab

### **Salary Rate for Sessional English as an Additional Language Instructors and Sessional University Preparation Instructors**

Effective July 1, 2020

<b>EAL Instructors</b>	<b>UP Instructors</b>
<b>\$63 / Hour</b>	<b>\$ 70 / hour</b>

Effective April 1, 2023

<b>EAL Instructors</b>	<b>UP Instructors</b>
<b>\$64 / Hour</b>	<b>\$ 71 / hour</b>

### **Salary Table for Sessional Instructors**

Effective: July 1, 2020

<b>Sessional Instructors</b>	
Without graduate degree	<b>\$ 5,200</b>
Master's Degree	<b>\$ 6,700</b>
Doctoral Degree	<b>\$ 7,800</b>

per 45 IH course

Effective: April 1, 2023

<b>Sessional Instructors</b>	
Without graduate degree	<b>\$ 5,265</b>
Master's Degree	<b>\$ 6,784</b>
Doctoral Degree	<b>\$ 7,898</b>

per 45 IH course

**Salary Table for Course Writer, Developers, and Reviewers**

Effective: July 1, 2022

<b>Course Writer</b>	<b>\$ 8,000</b>
<b>Course Developer</b>	<b>\$ 5,000</b>
<b>Course Reviewer</b>	<b>\$ 2,000</b>

per 36-60 IH course

Effective: April 1, 2023

<b>Course Writer</b>	<b>\$ 8,100</b>
<b>Course Developer</b>	<b>\$ 5,063</b>
<b>Course Reviewer</b>	<b>\$ 2,025</b>

per 36-60 IH course

### **Appendix: Gain Sharing**

Effective 29 February 2024, an additional 0.5% increase to the salaries listed in the above tables shall be retroactively applied to 1 December 2023 subject to Gain Sharing conditions to be determined by the Government of Alberta.

Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.

All adjustments due to Gain Sharing are retroactive to 1 December 2023, or to a Member’s start date if hired after 1 December 2023.

“Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 calendar year is a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.

The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024.

**MEMORANDUM OF AGREEMENT**

**Between**

**THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY**

**And**

**THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY**

All the foregoing agreed to this 14<sup>th</sup> day of October 2022

**For the Grant MacEwan Faculty Association**

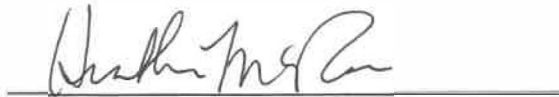
A handwritten signature in dark ink, appearing to read 'Rob Falconer', written over a horizontal line.

Dr. Rob Falconer  
Faculty Association Negotiation Committee

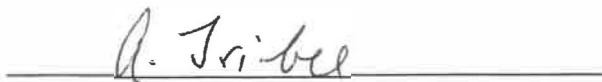
A handwritten signature in dark ink, appearing to read 'Rafat Alam', written over a horizontal line.

Dr. Rafat Alam  
President, Grant MacEwan Faculty Association

**For the Board of Governors of Grant MacEwan University**

A handwritten signature in dark ink, appearing to read 'Heather McRae', written over a horizontal line.

Dr. Heather McRae  
MacEwan University Negotiation Committee

A handwritten signature in dark ink, appearing to read 'A. Trimbee', written over a horizontal line.

Dr. Annette Trimbee  
President and Vice-Chancellor, Grant MacEwan University