

Memorandum of Agreement
(this "Agreement")

between

The Board of Governors of Concordia University of Edmonton
(the "Board")

and

The Concordia University College of Alberta Faculty Association
Operating As the Concordia University of Edmonton Faculty Association
(“CUEFA”)

WHEREAS the Board and CUEFA (each a "Party" and together, the "Parties") have engaged in collective bargaining towards a renewal collective agreement for the Collective Agreement with the term ending June 30, 2029, in respect of the members of CUEFA at Concordia University of Edmonton;

AND WHEREAS the Parties' respective bargaining teams have come to terms on a tentative collective agreement;

NOW THEREFORE the Parties do hereby agree as follows:

1. The tentative collective agreement with the term of July 1, 2025 to June 30, 2029 is hereto attached as **Schedule "A"** to this Agreement.
2. The Parties have also entered into the following additional agreements as part of collective bargaining:
 - a. The Joint Committee will, within six (6) months of the date of ratification of the Collective Agreement, meet to discuss the Faculty Association's concerns regarding office space for Members.
 - b. For the following years:
 - April 1, 2025 to March 31, 2026;
 - April 1, 2026 to March 31, 2027;
 - April 1, 2027 to March 31, 2028; and
 - April 1, 2028 to March 31, 2029,

the Board will provide an additional \$250.00/ year to each Faculty Member and an additional \$500.00/year to each Academic Service Officer in Professional Development Funds, resulting in \$1500.00/year of Professional Development Funds in each year for all Members. If a Faculty Member's allocation remains unspent in any year in whole or in part, that Faculty Member may roll-over their remaining Professional Development Fund accruals to the next year for up to 3 fiscal years, in accordance with the Board's current practice.

- c. CUEFA agrees to withdraw the grievance it has filed with respect to ASO IP rights. Other than as provided for in the **MOA re: Laboratory Instructional Materials** created by Academic Services Officers holding the position of Laboratory Instructor, the Parties agree that the withdrawal of the grievance is done on a *without prejudice* and *without precedent* basis.
- d. CUEFA agrees to withdraw the ULP Complaint it filed with respect to Librarians (ALRB Board File No. GE-09531), and any grievances or other proceedings related to the subject matter of that complaint. The Parties agree that the withdrawal is done on a *without prejudice* and *without precedent* basis.

- e. With respect to the grids for Academic Service Officers (“ASO”), the grids for ASO-3 and ASO-4 will be deleted. Each ASO currently on the ASO-3 and ASO-4 grids shall, effective July 1, 2025, be moved to the ASO-5 grid at the lowest step level with a salary not less than their current salary based on the 2024-2025 grid. Each ASO that is currently on Steps 1, 2 or 3 of the ASO-5 grid shall, effective July 1, 2025 be moved to Step 4 of that grid.

The commitments in this paragraph two (2) may be enforced through the Collective Agreement’s arbitration process (as found in Schedule “A”).

3. Together, Schedules “A,” and the agreements found within paragraph two (2) above, contain the entire agreement (the “Entire Agreement”) achieved between the Parties during collective bargaining that will be subject to the Parties’ respective ratification processes.
4. Notwithstanding paragraph three (3) above, the Parties agree that there may be housekeeping editing required within Schedule “A” post-ratification. Such edits may be made only by and with mutual agreement.
5. The Parties agree to withdraw previous proposals outside of what is contained herein on a without prejudice and precedent basis.
6. The Parties agree to recommend to their respective principals that they ratify the terms and conditions contained in the Entire Agreement.
7. The Parties agree that they will confirm (or deny) the ratification of the Entire Agreement with each other in writing at their earliest opportunity.
8. The Parties agree that the Entire Agreement is not legally binding until each Party has received confirmation of successful ratification from the other, in accordance with paragraph seven (7) of this Agreement.
9. Upon the confirmation of the ratification of the Entire Agreement by both Parties, the tentative collective agreement within Schedule “A” will become the collective agreement (“Collective Agreement”) binding the Parties effective the date of the last Party’s ratification notification.
10. Upon the confirmation of the ratification of the Entire Agreement, paragraph two (2) of this Agreement will also be binding on the Parties.
11. The Parties acknowledge and agree that the terms of this Agreement are contractual and not merely recital.
12. The individuals executing this Agreement (the members of the Parties’ respective bargaining teams) confirm they are authorized to bind their respective Party to this Agreement.

The Board and CUEFA have caused this Agreement to be executed on their respective behalf, in the City of Edmonton, Alberta on this _____ day of March 2026.

For the Board	For CUEFA

SCHEDULE A

CONCORDIA UNIVERSITY OF
EDMONTON

("the Employer")

-and-

CONCORDIA UNIVERSITY COLLEGE
OF ALBERTA FACULTY ASSOCIATION

("the Association")

Tentative Agreement

To facilitate reading of this document.

- Text ~~CROSSED~~ out and highlighted in yellow is deleted text.
- Text in **BOLD RED** is new text to the Collective Agreement.
- Any text highlighted in blue needs to be reviewed and updated once we have the rest of the text finalized.
- Errors and omissions excepted.

Preamble

Concordia University of Edmonton is a publicly funded Independent Academic Institution pursuant to the Post-Secondary Learning Act and the Concordia University of Edmonton Act (2015).

Concordia University of Edmonton is a community of learning grounded in scholarship and academic freedom, preparing students to be independent thinkers, ethical leaders, and citizens for the common good.

Concordia University of Edmonton values all that is best in teaching, research and scholarship, and service and administration.

Among its employees the University promotes a culture of collegiality guided by its Mission and Vision.

1 Definitions

1.1 “Academic Year” means the year from September 1 to August 31.

1.2 “Academic Service Officer” (ASO) means an employee appointed to the position of Librarian, Field Placement Coordinator, or Laboratory Instructor.

1.3 “Advancement in Rank Committee” (AIRC) means the standing committee of General Faculties Council (GFC) that reviews any application for the advancement in rank of a Faculty Member and renders a recommendation according to GFC policy (See Article 11).

1.4 “Agreement” means this Collective Agreement between Concordia University of Edmonton and Concordia University College of Alberta Faculty Association.

1.5 “Annual Report” means the annual report on professional activities described in Article 8.9.

~~1.5~~ 1.6 “Association” means the Concordia University College of Alberta Faculty Association.

~~1.6~~ 1.7 “Bargaining Unit” means the unit for which the Association is certified by the Alberta Labour Relations Board.

~~1.7~~ **1.8** “Board” means the Board of Governors of Concordia University of Edmonton.

~~1.8~~ **1.9** “Business Day” means any day Monday through Friday, excluding statutory holidays recognized by the Province of Alberta and those days when the University’s buildings are closed.

1.10 “Chair” (or “Department Chair”) means the lead of a Department, including a Dean in any case where a specific Department Chair is not assigned to a Department for any reason.

~~1.9~~ **1.11** “Conflict of Interest” means a real or apparent conflict between one’s professional or official duties and one's private interests.

~~1.10~~ **1.12** “Dean” means the ~~h~~lead of a Faculty, including the Dean of Graduate Studies, or equivalent.

~~1.11~~ **1.13** “Department” means an academic department within a Faculty.

~~1.12~~ ~~“Department Chair” or “Chair” means the head of a Department, including a Dean in any case where a specific Department Chair is not assigned to a Department for any reason.~~

~~1.13~~ **1.14** “Employer” means Concordia University of Edmonton.

~~1.14~~ **1.15** “Faculty” means an academic unit of Concordia University of Edmonton established as such by the Board.

~~1.15~~ **1.16** “Faculty Member” means an employee appointed to the position of Assistant Professor, Associate Professor, or Professor who falls within the Bargaining Unit.

~~1.16~~ **1.17** “General Faculties Council” (GFC) means the General Faculties Council of Concordia University of Edmonton.

~~1.17~~ **1.18** “Grievance” means a claim, dispute, or complaint involving the interpretation, application, **operation**, administration, **contravention** or alleged **contravention violation of a specific article** of this Agreement, **or as to whether such a difference can be the subject of arbitration.**

~~1.18~~ **1.19** “Grievor” means the Association which initiates a grievance on behalf of a Member, or group of Members, or itself; or the Employer when it files a grievance on its own behalf.

1.20 “Institutional Year” means the year from July 1 to June 30.

~~1.19~~ **1.21** “Member” means a Faculty Member or Academic Service Officer.

1.22 “Ministry” means the Alberta Ministry of Advanced Education or any replacement body that may be established from time to time.

~~1.20~~ **1.23** “President & Vice-Chancellor” means the President & Vice-Chancellor of Concordia University of Edmonton.

~~1.21 “Ministry” means the Alberta Ministry of Advanced Education or any replacement body that may be established from time to time.~~

~~1.22 “Institutional Year” means the year from July 1 to June 30.~~

~~1.23~~ **1.24** “University” means “Concordia University of Edmonton.”

2 Academic Freedom

2.1 The parties agree that the terms and conditions of this article on Academic Freedom apply only to the Members.

~~2.2~~ **2.1.1** ~~The Parties agree that a~~ Academic freedom grants Members the right to pursue knowledge and truth in their research and to **publish, to perform, or to present—in any form—the result of that research and/or creative work.** ~~disseminate the findings of that research both in their publications and in their classrooms.~~

~~2.3~~ ~~The University upholds academic freedom of Members, recognizing it as essential to a properly functioning university. The University affirms the Statement of Universities Canada on Academic Freedom and Institutional Autonomy.~~

~~2.4~~ **2.1.2** Academic freedom includes the freedom to challenge established paradigms, to propose new theories, and to debate conventional thinking in all areas of inquiry. **In the spirit of academic freedom,** ~~the Parties particularly encourage, in the spirit of academic freedom,~~ the active questioning by Members and students **of any secular, sacred, or ideological status quo.**

~~2.5~~ **2.1.3** Members are free **openly** to examine, criticize, and dispute various academic points of view, **practices, and policies.** ~~Members are expected to exercise their academic freedom conscientiously by seeking accuracy in all their statements and by respecting other scholarly perspectives.~~

2.6 **2.1.4** When speaking and writing outside the institution **University** on blogs, Facebook, Instagram, LinkedIn, radio, Reddit, Snapchat, television, TikTok, Twitter, or YouTube, or in books, cinematic productions, magazines, newspapers, podcasts or scientific journals, Members enjoy the same freedoms and exercise the same responsibilities as other citizens. Mindful that the public may judge the profession and the institution by their public comments, the Parties agree that Members should strive to be accurate, respect the opinions of others, and, when necessary, distinguish personal comments from those authorized on behalf of the University. The University assumes no responsibility for views expressed by Members when speaking and writing outside the institution.

2.1.5 Academic freedom does not require neutrality on the part of the Member. Academic freedom makes intellectual discourse, critique, and commitment possible.

2.7 **2.2** The Parties agree to uphold, protect, and promote academic freedom as essential to the University's objective to serve the common good through searching for, and disseminating, knowledge, truth, and understanding, and through fostering independent thinking and expression by Members and students. Members have a responsibility to support the academic freedom of students by encouraging free inquiry, by showing respect for dissenting student opinions, and by providing the opportunity for discussion and the expression of varying viewpoints, while treating all students fairly, respectfully, and without prejudice.

2.2.1 The parties acknowledge the rights, privileges, and responsibilities of Members to participate in the governance of the academic affairs of the University, in accordance with University policies, as applicable.

2.2.2 The University upholds academic freedom of Members, recognizing it as essential to a properly functioning university. The University affirms the Statement of Universities Canada on Academic Freedom and Institutional Autonomy.

2.8 **Academic freedom does not require neutrality on the part of the Member. Academic freedom makes intellectual discourse, critique and commitment possible.**

2.9 **Academic freedom does not confer legal immunity and carries with it the duty to use that freedom in a responsible manner consistent with the scholarly obligation to base research and teaching on an honest search for truth. In exercising their legal rights, Members shall not be hindered or impeded by either Party in any manner contrary to this Agreement.**

2.10 2.3 The **University parties** recognizes that, as at any academic institution, freedoms are never absolute. **The parties agree that Members should strive to be accurate, respect the opinions of others, and, when necessary, distinguish personal comments from those authorized on behalf of the University. The University assumes no responsibility for views expressed by Members when speaking and writing outside the University.**

2.3.1 Members have a responsibility to support the academic freedom of students by encouraging free inquiry, by showing respect for dissenting student opinions, and by providing the opportunity for discussion and the expression of varying viewpoints, while treating all students fairly, respectfully, and without prejudice.

2.3.2 Academic freedom does not confer legal immunity and carries with it the duty to use that freedom in a responsible manner consistent with the Member's obligations to the University, and (if applicable) the obligations of a Member's provincially regulated professional governing body (e.g. the Alberta Teachers' Association). In exercising their legal rights, Members shall not be hindered or impeded by either party in any manner contrary to this Agreement.

2.3.3 Where the limits of academic freedom are alleged to have been exceeded, the University will apply the principles of procedural and natural justice in its investigations. Contraventions of this Article **and/or the University's Statement of Academic Freedom** will be dealt with according to **Article 13 (Discipline: Faculty Members) or Article 25 (Grievance and Arbitration) or Article 38 (Discipline: Academic Service Officers)** of the **Collective** Agreement.

3 Agreement Review and Amendment

3.1 The parties shall form a Joint Committee consisting of two (2) individuals appointed by the Employer and two (2) individuals appointed by the Association, **one of whom must be a member of Academic Administration**, within ninety (90) calendar days of the mutual ratification of this Agreement. The Association and the Employer shall also each appoint one (1) alternate Committee member.

3.2 Members of the Joint Committee are normally appointed for the term of the Agreement.

3.3 Both the Employer and the Association may use the services of such consultants and resource persons as they may see fit. Such persons may be invited by agreement of all of the members of the Joint Committee to attend meetings of the

Joint Committee. Any Agreement must be obtained at least 24 hours prior to scheduled meeting.

~~3.3~~ **3.4** Only **the** two (2) representatives of the Employer, **and the** two (2) representatives of the Association, **and any guests invited by the Joint Committee pursuant to Article 3.3, may shall** be present at any meeting of the Joint Committee.

~~3.4~~ **3.5** The Joint Committee shall review matters of concern arising from the administration and application of this Agreement, excluding any dispute that is, at that time, being addressed under the grievance and arbitration procedures set out in this Agreement. This Committee shall attempt to foster better communication and more effective working relationships between the Parties and shall attempt to maintain a spirit of cooperation and respect between the Parties.

~~3.5~~ **3.6** Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the Association.

~~3.6~~ **3.7** The Joint Committee shall meet at least once per academic term. Meetings may be cancelled by mutual agreement of the Employer and the Association, and additional meetings may be held by mutual agreement of the Employer and the Association.

~~3.7~~ **3.8** The Joint Committee shall have no power to modify the provisions of this Agreement, but may recommend to the Parties changes to the administration and/or application of this Agreement, or changes to the Agreement.

4 Recognition, Representation and Association Dues

4.1 The Employer recognizes the Association as the certified exclusive bargaining agent for all Members in the Bargaining Unit.

4.2 The Employer shall not meet with any Member or group of Members undertaking to represent the Association without written authorization of the Association Executive.

4.3 In representing a Member or group of Members, the Association shall elect or appoint a representative to be the spokesperson.

4.4 Except where otherwise specified in this Agreement, correspondence between the Association and the Employer arising out of this Agreement will pass between the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** and the

President of the Association, or their delegates.

4.5 Where written notice is specified in this Agreement, the Parties shall use the University's internal mail or electronic mail.

4.6 The Employer shall provide the Association with access to meeting rooms on the same terms as University committees.

4.7 The Employer shall provide the Association with printing access in accordance with terms and conditions set by the Employer. The price of all Association printing will be borne by the Association.

4.7 **4.8** Once per Institutional Year, upon request, the Employer shall provide the President of the Association the following information concerning each Member:

a) **4.8.1** Name

b) **4.8.2** Current rank

c) **4.8.3** Date and Rank of initial appointment

d) **4.8.4** A copy of the letter of appointment of any new Member(s)

e) **4.8.5** Types and durations of leaves in the current Institutional Year

f) **Promotions**

g) **4.8.6** Highest degree reported officially to the Human Resources Department.

h) **4.8.7** Total service load and the distribution of that load (i.e., instructional and administrative assignments)

i) **4.8.8** Current annual salary

j) **4.8.9** Result of most recent advancement in rank application

4.8.10 Membership on GFC and GFC standing committees

4.8 **4.9** The Employer shall provide to the President of the Association a copy of all correspondence between the Employer and any Member that communicates decisions regarding permanency, renewal, promotion, discipline, dismissal, and the disposition of a grievance. These copies shall be provided to the President of the Association no later than three (3) business days following the day of the Member's request.

4.9 **4.10** The Association agrees to respect the confidentiality of personal information and the privacy of individuals and undertakes that information provided pursuant to this Article shall not be published or otherwise used in ways that could result in the identification of individual Members. ~~Further, all information stored beyond the conclusion of the decisions under consideration shall be stripped of identifying information.~~

~~4.10~~ **4.11** The Association shall provide the Employer with an up-to-date copy of the Association's Constitution and Bylaws, and amendments, and the names of the Association Executive.

~~4.11~~ **4.12** Upon ratification by the Parties, the Employer will prepare two (2) official copies of the **Collective** Agreement to be signed by the signing officers of the Employer and the Association. Each party will receive one (1) official signed copy.

~~4.12~~ **4.13** On behalf of the Association, the Employer shall deduct from the salary of each Member in the Bargaining Unit the Association's regular dues and/or other assessments. The Association shall notify the Employer, in writing, of the amount of its regular dues and/or other assessments, and advise the Employer at least thirty (30) ~~calendar~~ **business** days prior to the date of effect of any change in regular dues or assessments.

~~4.13~~ **4.14** The dues deducted under this Article shall be remitted ~~each pay period to the account(s) specified by the Association.~~ **to the account specified by the Association within forty-five (45) business days of deducting the dues from the salary of each Member.**

4.15 A list of the Members from whom dues have been deducted along with the amounts deducted from each Member will be made available to the Association by ~~Human Resources~~ **the Employer** at the beginning of each quarter of the calendar year. The Association shall indemnify and save harmless the Employer from any claim made against it pursuant to the deduction or non-deduction of Association dues.

5 Employer Rights

5.1 The Employer retains all rights and functions, powers, privileges, and authority in managing the affairs of the University, excepting only those that are specifically relinquished or as may be specifically restricted in this Agreement.

5.2 The Employer will **maintain a public repository of institutional policies** ~~keep a current and available record of all policies, procedures and standards of the institution~~ and provide **notification** ~~copies~~ to the Association **via email with the name of the policy and a link to the policy manual** when ~~such a policy documents are~~ **is** revised.

6 Strikes and Lockouts

6.1 The Association agrees that, during the term of this Agreement, it will not authorize

or condone any strike. The Employer agrees that, during the term of this Agreement, it will not lock out Members. The terms “strike” and “lockout” shall bear the meaning given them in the Alberta Labour Relations Code.

7 Initial Appointments: Faculty Members

7.1 The responsibility of initiating continuing Faculty Member appointments is that of the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** and the appropriate Dean. **At least once every Institutional Year, the appropriate the Deans will meet with the Chairs in their faculty to discuss the need for new Faculty Member appointments.** ~~conducts a review of the need for the position in consultation with the Faculty Members of the relevant department.~~

7.2 The process of developing recommendations on the initial appointment of a Faculty Member is a peer review process. The University recognizes that input from Faculty Members of the same discipline as that of the contemplated appointment is important. The guiding objective is to attract and appoint the most highly qualified candidates. In its deliberations, the search committee shall consider ~~various factors~~ including:

- a) **7.2.1** academic credentials;
- b) **7.2.2** program fit with the relevant academic unit;
- c) **7.2.3** evidence of positive teaching performance;
- d) **7.2.4** record of clear potential for a strong research record;
- e) **7.2.5** acknowledgement of the Mission and Vision of the University;
- f) **7.2.6** all pre-employment checks and verifications specified in the advertisement for the position; ~~and~~
- g) **7.2.7** suitability for appointment; **and**
7.2.8 any other factors that are in compliance with University policies.

7.3 **Once a continuing position has been approved, pending budget approval, and upon** ~~In~~ consultation with the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**, the Dean establishes a search committee. The search committee **consists of the appropriate Dean, includes** the appropriate ~~Department~~ Chair, **and at least two (2) Faculty Members from the same or related discipline, and one (1) Faculty Member from a different department.** ~~as well as the Dean.~~ **If less than two (2) Faculty Members from the same or related discipline are available, the vacant positions on the search committee are filled with Faculty Members from the department of the position, or Academic Service Officers from the same or related discipline. The Dean is the chair of the search committee, and all members of the**

search committee are voting members. The ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic**, and the President & Vice-Chancellor may participate ex officio. **The search committee shall have an odd number of voting members (including the Dean).**

7.4 The search committee will determine search and selection procedures designed to elicit information about the candidate's suitability for the position and treat candidates fairly. The selection procedures shall include components to assess the candidate related to **responsibilities of a Faculty Member according to Article 8.1.** ~~teaching, and research and scholarship.~~

7.5 All interviewed candidates will be provided with contact information for the President of the Association.

~~7.5~~ **7.6** The search committee reaches a conclusion based on all the information before it and makes a recommendation to the Dean. The Dean then makes a recommendation to the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic.**

~~7.6~~ **7.7** Members of the search committee are responsible for protecting the confidentiality of personal information which they may obtain in the course of the search.

~~7.7~~ **7.8** The appointment of a Faculty Member shall be made by the President & Vice-Chancellor, in consideration of the recommendation of the relevant Dean and in consultation with the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic.**

~~7.8~~ **7.9** A letter of appointment will be provided to new Faculty Members at the time of hire. This letter will include but not be limited to:

- Position
- Faculty
- Department
- Grid placement
- Period of appointment

The appointment letter will also include a statement indicating that the appointee shall be subject to the rules and regulations of the University as well as terms and conditions outlined within the collective agreement, which may be promulgated or amended from time to time.

8 The Faculty Members' Rights, Responsibilities and Work Assignment

The workload provisions of this article apply to all Faculty Members.

8.1 The responsibilities of a Faculty Member shall include:

- a) **8.1.1** Participation in **the delivery of academic programs (e.g. BA, BEd, MSc) through program and course development, teaching programs, including classroom teaching, supervision, and advising informally mentoring** students in areas related to the Faculty Member's area of expertise;
- b) **8.1.2 conducting** Participation in research and scholarship (which may include the creation or performance of creative works and reflective inquiry), and the dissemination of the results of research according to ~~the conditions found in 8.7~~ **8.4.1** of this Article;
- c) **8.1.3** Provision of service to the Departments and Faculties of the University and their professional disciplines **according to 8.3 of this Article**;
- d) **8.1.4** Participation in the governance of the University, its Faculties and Departments; **and**
- e) **8.1.5** If requested, dissemination of knowledge to the general public by making available their **Faculty Member's** expertise and knowledge of their discipline.

All of the above shall be carried out according to the standards established from time to time by the General Faculties Council. The current standards shall be made available to Members on CUE's website as per clause **5.2** of this **A**greement and all changes shall be brought to the attention of the **Faculty** Association.

8.2 **Teaching**

8.2.1 Periods of **Teaching** Responsibility for Faculty Members

8.2.1 **8.2.1.1** Months of teaching responsibility shall span two terms of the Academic Year (normally Fall and Winter) except that, with the consent of the Faculty Member, the normal course load may be distributed over the full Academic Year. A Faculty Member shall be assigned teaching responsibilities during the Spring and Summer only with their consent, unless the Faculty Member teaches in a trimester program. If a Faculty Member in a semester program agrees to teaching responsibilities during the Spring and Summer, that Faculty Member will be assigned an alternate period without teaching responsibility or, with their consent, distribute that teaching responsibility over the Academic Year. If a Faculty Member in a trimester program is assigned teaching responsibilities during the Spring and

Summer, that Faculty Member will be assigned either an alternate period without teaching responsibility, or with the Faculty Member's approval a distribution of that teaching responsibility over the Academic Year.

~~8.2.2 Normally the Spring and Summer period is available to Faculty Members for vacation, professional development, service and scholarship responsibilities. Faculty Members may be requested to undertake developmental or service responsibilities in that period on campus. With the approval of the Dean (such approval not to be unreasonably withheld), Faculty Members may use alternate methods of communication to carry out service responsibilities.~~

8.3 8.2.2 Teaching Responsibilities

~~8.3.1 8.2.2.1 Faculty Members have the responsibility **ies listed in 8.1.1** to participate in teaching programs, including classroom teaching, supervision, and advising of students in areas related to the Faculty Member's area of expertise.~~

8.3.2 **8.2.2.2** Faculty Members have a responsibility to make all reasonable efforts to develop and maintain their scholarly competence and effectiveness as teachers, and to perform teaching duties as specified under procedures outlined in this Agreement and policies instituted by the University from time to time, provided those policies do not violate the terms of this agreement.

8.4 8.2.3 Assignment of Teaching

8.4.1 **8.2.3.1** ~~In consultation with~~ **Upon recommendation from** a Faculty Member's ~~Department~~ Chair, the appropriate Dean shall assign to each Faculty Member specific teaching-related responsibilities, which shall include courses to be taught and other teaching duties and may include supervisory and administrative responsibilities.

8.5 8.2.4 Total Teaching Assignment

8.5.1 **8.2.4.1** The teaching assignment value for a course is normally the number of ~~contact~~ **instructional** hours per week for the course. The teaching assignment for special circumstances such as **undergraduate and graduate** research supervision ~~(but excluding masters theses and doctoral dissertations)~~, independent study courses, low (normally fewer than ten (10)) enrollment courses, and administrative assignments, will normally be determined by the ~~responsible~~ **appropriate** Dean, ~~in consultation with~~ **upon recommendation by** the ~~relevant~~

Department appropriate Chair, and with input from the Faculty Member, having regard to all the circumstances, including the importance of the course to the program. Supervision for independent study courses shall be compensated at no less than the rate of 0.3 0.4 hr instructional hours per supervised student. Faculty Members may not be compelled to teach independent study courses.

8.5.2 8.2.4.2 The total teaching assignments for all faculty members is eighteen (18) hour equivalents per Academic Year. For Faculty Members teaching primarily graduate courses or being graduate supervisors, the total teaching assignment is eighteen (18) hour equivalents.

For all other Faculty Members the total teaching assignment is

- a) twenty four (24) hour equivalents for the Institutional Year 2021/22 until the Institutional Year of the signing of this agreement,
- b) twenty one (21) hour equivalents for the first full Institutional Year following signing of this agreement, and
- c) eighteen (18) hour equivalents for the second and subsequent full Institutional Years following signing of this agreement.

8.2.4.3 For those Faculty Members with less than one (1) year of service employment as a Faculty Member at the University, the total teaching assignment is reduced by six (6) hour equivalents.

8.2.4.4 In no case shall a Faculty Member be required to accept more than two (2) hours of teaching equivalents above their total teaching assignment.

8.2.4.5 Faculty Members who accept teaching in excess of their total teaching assignment shall be compensated in one of the following ways:

- a) **8.2.4.5.1** A a reduction in teaching, corresponding to the excess hour equivalent to be taken within two (2) three (3) Academic Years of the excess assignment, or
- b) **8.2.4.5.2** the current sessional stipend.

8.2.4.6 The form of compensation shall be agreed upon by the appropriate Dean and the negotiated prior to the Faculty Member accepting agreeing to the excess teaching assignment.

8.2.4.7 Any reduction in teaching pursuant to 8.2.4.5.1 that cannot be used within three (3) Academic Years, including upon resignation, retirement, or termination, will be paid out at the current sessional stipend.

~~8.5.3~~ **8.2.4.8** Teaching responsibilities shall also include maintenance of regular, posted office hours **at the ratio of at least one (1) office hour for each three (3) instructional hours.** ~~at times of ready access for students, colleagues, non-academic service employees of the institution and administrative officers; course preparation; assisting and advising students.~~

~~8.5.4~~ A Faculty Member who has made an irrevocable declaration that they are retiring within the next five (5) years from the signing of this Agreement, including a specific retirement date, may elect a teaching load of twenty four (24) hour equivalents for every subsequent Institutional Year. Election is to be completed on June 1 any time during the term of this Agreement.

~~8.6~~ Research and Scholarship

~~8.6.1~~ The parties agree that all Faculty Members in a university community have the right and responsibility to participate in research and scholarship (including the preparation or performance of creative works and reflective inquiry) and the dissemination of the results of research by means appropriate to the discipline. Faculty Members who apply for and receive a reduction in teaching assignment for the purposes of research or are engaged in graduate instruction or supervision have an increased responsibility to engage in scholarly activities. Scholarly activities include publications, performances, presentations, compositions, creative work and other such activities. Faculty Members who engage in such scholarly activities have the responsibility to show integrity therein, and to make efforts to disseminate the results of their scholarship or exhibit the results of their creative work.

~~8.7~~ **8.3** Service and Administration

~~8.7.1~~ **8.3.1** Faculty Members have the responsibility **ies listed in 8.1.3.** ~~to provide service to the Departments and Faculties of the University and to their professional discipline.~~

~~8.7.2~~ **8.3.2** The degree of participation in the governance of the University and other service responsibilities may vary between Faculty Members and from time to time. With due consideration given to their teaching and research responsibilities, Faculty Members have the responsibility to accept a fair and reasonable share of the administrative responsibilities necessary for the effective functioning of their Departments, Faculties, and the University.

8.7.3 **8.3.3** Examples of service and participation in governance and administration include are:

- a) **8.3.3.1** Membership on standing Departmental, Faculty, and GFC committees;
 - b) **8.3.3.2** Serving as GFC representative on the Board of Governors, membership on the GFC, and on ad hoc committees or task forces;
 - c) **8.3.3.3** Serving as Department Chair or program coordinator;
 - d) **8.3.3.4** Participating in student activities recognized by the University;
 - e) **8.3.3.5** Membership on the executive, committees, or bargaining team of the Association; and
- 8.3.3.6 serving on local, provincial, and national boards and committees of their professional discipline.**

8.7.4 **8.3.4** The Faculty Member's involvement in certain service positions or functions will result in a corresponding reduction in teaching assignment. In consultation with the Faculty Member and the appropriate Chair, of their department the relevant appropriate Dean shall determine the extent of the teaching and/or service load reduction. Applications for reassigned time to engage in such activities must be submitted directly to the appropriate Dean on or before December 1 for reassigned time for the following Institutional Year. The Dean, who may consult on, but not delegate the approval, must notify the applicants of their decision on or before April 30.

8.4 Research and Scholarship

8.4.1 The parties agree that all Faculty Members in a university community have the right and responsibility to conduct research and engage in scholarship (including the preparation or performance of creative works and reflective inquiry) and to disseminate the results of their research by means appropriate to their discipline. Faculty Members who apply for and receive a reduction in teaching assignment for the purposes of research have an increased responsibility to engage in scholarly activities. Scholarly activities include publications, performances, presentations, compositions, creative work and other such activities. Faculty Members who engage in such scholarly activities have the responsibility to show integrity therein, and to make efforts to disseminate the results of their scholarship or exhibit the results of their creative work.

8.8 **8.4.2** Internal Research Support

8.8.1 8.4.2.1 The University will provide ongoing support for the promotion and encouragement of research in the form of remuneration of Faculty Members and provision of essential resources such as the library, office space, laboratory space, and technical support.

8.8.2 8.4.3 Teaching Reduction for Research Purposes

8.8.2.1 8.4.3.1 To support Faculty Members' research, the University provides a limited number of reduced teaching assignments on ~~a semester to semester~~ **an Academic Year** basis.

8.8.2.2 8.4.3.2 Reductions in teaching assignments are not available for personal research contracts with personal remuneration.

8.8.2.3 8.4.3.3 **While a reduction in teaching is not contingent on receiving an external research grant,** in the adjudication of reduced teaching assignments for a given **Academic Year** priority will be given to Faculty Members who have received an external research grant that will be active during the period being requested.

~~8.8.2.4 Faculty Members who are awarded an external research grant may apply for a reduction in teaching for research purposes at any time, provided that said grant is active. The following considerations apply for external research grants:~~

8.4.3.4 Where external grants permit the provision of funds to hire a teaching replacement for the Faculty Member, the Faculty Member shall seek such funding. If such funding is awarded and is sufficient to cover the full cost of a teaching replacement, the Faculty Member shall notify their Dean and Chair, as soon as possible, and no later than June 30 preceding the Academic Year, for which a reduction in teaching is sought. In this case, the Faculty Member is not required to submit an application for a reduction in teaching for these research purposes.

- ~~a) Where grants permit the provision of funds to hire a teaching replacement for the Faculty Member, the Faculty Member shall seek such funding.~~
- ~~b) Depending on the nature of the particular teaching reduction sought, reduction of committee and advisement responsibilities will be determined by the Vice President Academic & Provost in~~

consultation with the appropriate Dean. The Faculty Member will not be required to undertake any new or additional committee or other service work during the reduction in teaching.

e) The Faculty Member must inform the University of any additional remuneration while the teaching assignment is reduced. The University will limit its contribution so that the total earned remuneration (net of reasonable related expenses) which the Faculty Member receives will not exceed 100% of regular salary for the duration of the teaching reduction.

8.9 8.4.3.5 Application and Review Procedures

8.9.1 8.4.3.5.1 A Faculty Member may apply on or before November 15 to the Vice-President Academic & Provost **Provost and Vice-President Academic** or delegate for a reduced teaching assignment **for** normally to begin on the first day of the upcoming Institutional **Academic** Year (on or about July 1) to the Research and Faculty Development Committee. Applicants will provide in writing:

- a) 8.4.3.5.1.1 The nature of the research project, including a brief description of the goals and methodology of the proposed research;
- b) 8.4.3.5.1.2 A time-line for completion of the research project;
- c) 8.4.3.5.1.3 Plans for sharing the research results, such as via publication, presentation to a scholarly conference or to the public; **and**
- d) 8.4.3.5.1.4 Rationale of the urgency for completion of the research project.

8.9.2 8.4.3.5.2 Applications for a reduced teaching assignment for research purposes requests will be considered **reviewed** by the Research and Faculty Development Committee (**RFDC**). If a Faculty Member of **that body this committee** is an applicant, the **Chair of this committee may ask an alternate member of this committee** Vice-President Academic & Provost will approach the Faculty of which the applicant is a member for an alternate to serve in place of the Faculty Member. The Research and Faculty Development Committee makes its recommendation to the Vice-President Academic & Provost **Provost and Vice-President Academic** on or before December 15.

8.9.3 8.4.3.5.3 Applicants, along with the appropriate Dean and Chair, are informed of the decision on their reduction in teaching request by the Vice-President Academic & Provost **Provost and Vice-President Academic** of the Research and Faculty Development Committee's recommendation on or before January

December 15.

~~8.9.4 Faculty Members whose research projects are underway or nearing completion will be given priority.~~

8.9.5 8.4.3.5.4 The Research and Faculty Development Committee will rank the applications based on their merit according to criteria developed by the committee and made available to Faculty Members on the University website.

8.9.6 8.4.3.5.5 The maximum teaching assignment reduction per Faculty Member is twelve **(12) instructional** hours per ~~Institutional~~ **Academic** Year.

~~8.9.7 Teaching assignment reductions extending over two or three years, subject to annual review, will also be considered.~~

~~8.9.8 Applications will be evaluated by the Research and Faculty Development Committee and prioritized on the basis of the merit of the proposal in accordance with the criteria in 8.9.5 of this article. The RFDC will make a decision on the Faculty Member's application and forward the decision as a recommendation to the relevant Dean.~~

8.4.3.5.6 Upon receipt of reduction in teaching results for their respective Faculty Members, the Dean shall either:

- a) **8.4.3.5.6.1** Implement the **decision of the Provost and Vice-President Academic** recommendation, or
- b) **8.4.3.5.6.2** Defer the Faculty Member's reduction in teaching for no more than ~~two (2) semesters~~ **one Academic Year**, on the basis of program delivery needs, providing reasons, in writing, to the **Provost and Vice-President Academic RFDC** and the Faculty Member, **and notify the appropriate Chair.**

8.9.9 8.4.3.5.7 The Faculty Member shall submit an annual written report to the RFDC which accounts for their use of time during tenure of the teaching assignment reduction by June 30.

~~8.9.10 On the basis of this report and following consultation with the Faculty Member's Dean, the Research and Faculty Development Committee shall accept or reject the application for an ongoing teaching reduction.~~

8.9.11 8.4.3.5.8 The maximum institutional teaching assignment reduction is 108 hours per ~~Institutional~~ **Academic** Year, subject to budgetary considerations.

~~8.9.12~~ **8.4.3.5.9** Faculty Members receiving this reduction in teaching for research purposes remain in the full-time employ of the University. Normal salary increments will apply, and the time involved in the reduced teaching assignment for research will count toward sabbatical leave.

8.10 8.5 Chair Work Assignment

~~8.10.1~~ **8.5.1** The Dean, after discussion with the Chair, will determine the ~~work~~ **teaching assignment reduction** of the Chair.

~~8.10.1.1~~ **8.5.1.1** The **teaching assignment reduction** ~~instructional workload~~ shall be determined with due regard to the number of Faculty Members **in the Department** ~~under the Chair's supervision~~, the number of students in the ~~Academic~~ Department, and the number of programs offered by that Department.

8.5.1.2 A Chair's teaching assignment reduction will include at least six (6) instructional hours over the Academic Year.

~~8.10.2~~ **8.5.1.3** Unless otherwise agreed by the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**, the work assignment of a Chair will include teaching.

~~8.10.3~~ ~~A Chair's teaching assignment reduction will include at least six teaching contact hours over the academic year.~~

~~8.10.4~~ **8.5.1.4** The Faculty Association shall be notified of **the Chairs' teaching assignment reductions** ~~workload assignments~~ annually on or before September 1.

8.5.2 The Chair's duties include:

8.5.2.1 the encouragement of excellence in teaching and research within the Department;

8.5.2.2 the application of the policies and procedures of the Faculty and the University in a fair and equitable manner;

8.5.2.3 the oversight of the proper discharge of administrative duties within the Department, such as the administration of program cyclical reviews;

8.5.2.4 the advancement of the interests of the Department in accordance with the objectives of the University by providing advice to the Dean of their Faculty

and the Dean of Graduate Studies.

8.11 8.6 Unpaid Professional Activities

8.11.1 8.6.1 A Faculty Member is free to participate in the activities of their profession, professional association(s), learned society(ies), professional advisory boards or professional committees or similar professional service activities, provided that such professional activity shall not conflict or interfere with the fulfilment of her/his **their** duties and responsibilities to the University as provided in this Agreement.

8.12 8.7 Outside Employment

8.12.1 8.7.1 A Member may engage in paid outside professional activity or act in a paid consulting or advisory capacity to public or private clients, subject to the following:

- a) **8.7.1.1** such professional activity shall not conflict or interfere with the fulfilment of their duties and responsibilities to the University as provided in this Agreement;
- b) **8.7.1.2** Outside employment by a full-time Member that involves more than sixteen (16) hours per month between the hours of 8 a.m. and 5 p.m. on **Business Days**, excluding the Member's vacation time, requires prior approval of the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**. Before coming to a decision, the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** shall seek the advice of the Dean, who shall first consult the Member's **department Chair** for advice on the potential impact of the outside employment on the academic unit and shall consider the relationship of the proposed employment to the Member's area of specialization or expertise at the University.

8.12.2 8.7.2 A Member shall not use resources of the Employer in conducting outside employment activities without approval of the appropriate Dean. The use of such resources shall be on a cost recovery basis.

8.13 8.8 Distance Education and Online Learning

8.13.1 8.8.1 No Faculty Member shall be compelled to prepare, re-prepare, or deliver an online or blended course unless it is specified in the letter of appointment or renegotiated in the Faculty Member's work assignment. Members teaching face-to-face classes shall use the ~~Moodle (or successor) platform~~ **University's learning**

management system for their courses.

8.14 8.9 Annual Report on Professional Activities

8.14.1 8.9.1 By June 1, a Faculty Member shall submit to the Vice-President Academic & Provost **Provost and Vice-President Academic** an Annual Report of the Faculty Member's responsibilities and professional activities during the previous period from May 1-April 30 (the "Annual Report").

8.14.2 8.9.2 It is the Faculty Member's responsibility to assemble the material upon which the Annual Report will be based.

8.14.3 8.9.3 Generally, the content of the Annual Report, shall include, as a minimum:

- a) 8.9.3.1 the Faculty Member's name, rank, Department, and Faculty;
- b) 8.9.3.2 the Faculty Member's current CV;
- c) 8.9.3.3 the Faculty Member's teaching dossier as outlined in the GFC Policy on Faculty Evaluation (AC3000), and details of teaching activities.
- d) 8.9.3.4 details of any research and scholarly activity, including publications, presentations, **performances**, research grants received, lectures, prizes and awards;
- e) 8.9.3.5 details of service to the scholarly discipline, to the University, and to the general public; **and**
- f) 8.9.3.6 Any other information specified by the Vice-President Academic & Provost **Provost and Vice-President Academic** as necessary for government reporting or other purposes.

8.14.4 8.9.4 A Faculty Member's Annual Report will be taken into account in their annual performance evaluation **according to Article 10**.

9 Ranks and Categories of Appointments and Continuing Appointments for Faculty Members

9.1 A Faculty Member will hold one of the following ranks:

- a) 9.1.1 Assistant Professor;
- b) 9.1.2 Associate Professor;
- c) 9.1.3 Professor.

9.2 Upon initial appointment to the University, a Faculty Member appointed to a position of any rank shall be on a probationary period, the length of which will be in accordance with this Article.

~~9.3 A Faculty Member will obtain a permanent appointment only when they have successfully completed their probationary period in accordance with this Article.~~

9.4 **9.3** If an Assistant Professor, Associate Professor, or Professor does not successfully complete their probationary period ~~and is therefore not transitioned from probationary to permanent status,~~ their appointment will end.

9.5 **9.4** If an Assistant Professor does not advance in rank from Assistant Professor to Associate Professor in accordance with Article 11 (Advancement in Rank) by the end of their ~~five (5) year probationary appointment period,~~ ~~and does not have their probationary appointment further extended for an additional one (1) year in accordance with 9.7.2 or 9.7.8,~~ then their appointment will end. ~~If such an Assistant Professor's probationary appointment has been further extended for one (1) year in accordance with 9.7.2 or 9.7.8, then they will have an additional one (1) year in which to advance in rank to Associate Professor in accordance with Article 11 (Advancement in Rank), failing which their appointment will end.~~

9.6 **9.5** Probationary Appointments

9.6.1 **9.5.1** A Faculty Member appointed to a probationary appointment must demonstrate the required qualifications and performance for continuing their appointment and for ultimately advancing in rank.

9.6.2 **9.5.2** All Faculty Members upon initial appointment with the University shall serve an initial two-year (2) probationary appointment. Assistant Professors shall, after the initial probationary appointment, also serve a second ~~three year (3)~~ probationary appointment **of the length given in Article 9.5.2.1**, provided that their probationary appointment has been renewed at the end of the initial appointment in accordance with this Article. **Notwithstanding the foregoing, an Assistant Professor may be offered a third probationary appointment in accordance with Articles 9.6.2.1 and 9.6.3.5.1.**

9.5.2.1

Last Day of the First (Possibly Extended) Probationary Appointment	Length of Second Probationary Appointment
June 30	3 years

Between July 1 and the following September 29 (including July 1 and September 29)	3 years minus the period between the last day of the first probationary appointment and the preceding June 30 (exclusive of June 30 but inclusive of the last day of the first probationary appointment)
Between September 30 and the following June 29 (including September 30 and June 29)	3 years plus the period between the last day of the first probationary appointment and the following June 30 (inclusive of June 30 but exclusive of the last day of the first probationary appointment)

9.6.3 **9.5.3** In ~~it~~ The initial probationary appointment, or, for Assistant Professors, the renewal to a second probationary appointment, the Dean, with the written consent of the Faculty Member and the prior written approval of the Vice-President Academic & Provost, may be reduced the in length of the probationary period in question by the Dean, with the written consent of the Faculty Member and the prior written approval of the Provost and Vice-President Academic.

9.6.4 **9.5.4** If a Faculty Member is granted a leave or leaves during a probationary period and if the length or type of leave(s) is such that it or they materially affect(s) the opportunity of the Faculty Member to complete the performance requirements on which the Faculty Member is to be assessed, then the ~~Vice-President Academic & Provost~~ Provost and Vice-President Academic, on the recommendation of the Dean, may extend the probationary period by the length of the leave. The decision of the ~~Vice-President Academic & Provost~~ Provost and Vice-President Academic regarding the extension shall be final and binding and not subject to any appeal.

9.6.5 **9.5.5** Assessment of the probationary Faculty Member's performance and thus evaluation for renewal or non-renewal of a probationary appointment or transition from probation to ~~permanence~~ tenure shall conform to the standards for teaching, research and scholarship, and service and administration as described in Article 8 (The Faculty Member's Rights, Responsibilities and Work Assignment) and in the ~~criteria and~~ standards promulgated by the GFC from time to time (see Article 8.1).

9.6.6 **9.5.6** In addition to other provisions of this Agreement, the assessment of a Faculty Member's performance for renewal or non-renewal of a probationary appointment or transition from probation to ~~permanence~~ tenure will include the

following:

a) 9.5.6.1 Documentary Review

9.5.6.1.1 A consideration of a Faculty Member's current CV, their teaching dossier, their research portfolio, annual reports as provided for in this Agreement, and past and current written evaluations of faculty conducted in accordance with the GFC policies and procedures as amended from time to time.

b) 9.5.6.2 Administrative Evaluations

9.5.6.2.1 Two administrative evaluations are conducted. One appraisal is conducted by the Dean responsible for supervising the Faculty Member. The Dean coordinates the evaluation process for Faculty Members in their area. The second appraiser is a senior administrator from another faculty as determined by the supervising Dean. Each administrative evaluator visits a class, interviews the Faculty Member, reviews the Faculty Member's Official File, the student evaluations and annual reports on professional activities, and prepares a written report, evaluating the Faculty Member's performance. Copies of the written reports are distributed to the Faculty Member, both administrative evaluators, and the appropriate Dean's office.

c) 9.5.6.3 Peer Evaluations

9.5.6.3.1 The probationary Faculty Member may choose a Faculty Member colleague, who visits a class, interviews the probationary Faculty Member, examines student evaluations and annual reports of professional activities (if the probationary Member has chosen to provide copies of these materials), and writes an appraisal of the Faculty Member's performance according to the criteria established by GFC from time to time. Copies of the written reports are distributed to the Faculty Member, both administrative evaluators, and the appropriate Dean's office.

d) 9.5.6.4 Member Response to Evaluations

9.5.6.4.1 The Faculty Member may provide the appropriate Dean with a written response to any of the above evaluations, to be included in their file.

e) **9.5.6.5** The Dean's Recommendation

9.5.6.5.1 The Dean reviews all the evaluation materials including the results of annual performance evaluations (Article 10 Annual Evaluation). The results of annual performance evaluations constitute some evidence of ongoing performance assessment, and shall be included as part of the evaluation for **continuation renewal or non-renewal** of a probationary appointment **or transition from probation to tenure**. Following these processes the Dean makes a recommendation to the **Vice-President Academic & Provost Provost and Vice-President Academic**.

9.7 **9.6 Probationary Evaluation** Timelines and Procedure

9.7.1 **9.6.1** Prior to October 1 in the final year of each of the first, second, and third probationary **periods appointments** (as applicable), or within two months of a Faculty Member applying for **A** advancement in **R** rank to Associate Professor, the Dean shall initiate the formal evaluation leading to renewal, extension or non-renewal of the probationary appointment or transition from probation to **permanence tenure**.

9.7.2 **9.6.2** Following the formal evaluation, prior to April 30, the Dean shall recommend in writing to the **Vice-President Academic & Provost Provost and Vice-President Academic**, with a copy to the Faculty Member, one of the following:

- a) **9.6.2.1** that a second or third (as applicable) probationary **period appointment** be offered to the Faculty Member, if the Faculty Member is an Assistant Professor;
- b) **9.6.2.2** that the Faculty Member successfully transition from probationary appointment to **permanent tenured** appointment;
- c) **9.6.2.3** that the Faculty Member continue their current **provisional period probationary appointment**, if this evaluation is not in the last year of a probationary **period appointment**; or
- d) **9.6.2.4** that no further appointment be offered to the Faculty Member, if this evaluation is in the last year of a probationary **period appointment**.

9.7.3 ~~When the AIRC sends a recommendation to the Vice-President Academic & Provost that the Faculty Member advance in rank to Associate Professor, and the Vice-President Academic & Provost ratifies this appointment, then the second probation period ends and permanent status is conferred. If the Vice-President~~

Academic & Provost does not ratify the appointment the Faculty Member may appeal this decision to the FRC.

9.7.4 **9.6.3** Upon issuance and receipt of the written decision of the Vice President Academic & Provost **Provost and Vice-President Academic** that no further **probationary** appointment be offered to the Faculty Member, the following appeal procedure applies:

9.7.4.1 **9.6.3.1** Following the Faculty Member receiving the Vice President Academic & Provost **Provost and Vice-President Academic**'s decision letter, the Faculty Member shall have ten (10) **Business Days** to notify the Vice President Academic & Provost **Provost and Vice-President Academic** in writing of a request for a meeting to consider the Vice President Academic & Provost **Provost and Vice-President Academic**'s decision (the "Informal Review Meeting"). This **Informal Review Meeting** shall be held with the Vice President Academic & Provost **Provost and Vice-President Academic**, the Dean of the Faculty Member's Faculty, the Faculty Member, and a **Department Chair** from a Department unassociated with the Faculty Member (or in faculties without **Department Chairs**, a senior department representative) to be chosen by the Vice President Academic & Provost **Provost and Vice-President Academic**. The purpose of this meeting is to offer the Faculty Member an opportunity to clarify facts or issues relevant to the Vice President Academic & Provost **Provost and Vice-President Academic**'s decision. Within ten (10) **Business Days** following the **Informal Review Meeting**, the Vice President Academic & Provost **Provost and Vice-President Academic** shall advise the Faculty Member in **writing in a confirmation letter** as to whether their decision has changed or not.

9.7.5 **9.6.3.2** Following the Faculty Member receiving the Vice President Academic & Provost **Provost and Vice-President Academic**'s **confirmation** letter, the Faculty Member shall have ten (10) **Business Days** to notify the Vice President Academic & Provost **Provost and Vice-President Academic** in writing of a request for review of the Vice President Academic & Provost **Provost and Vice-President Academic**'s decision by **a the Faculty Review Committee (the "FRC")**. Upon receipt of such a request, the Dean of Graduate Studies shall convene **the an FRC** within twenty (20) **Business Days (the "FRC Meeting")**.

9.7.6 **9.6.3.3** **The This** FRC shall be composed of the following persons (with any persons

declaring a conflict of interest being replaced with an alternate person in the sole discretion of the President & Vice-Chancellor):

- **9.6.3.3.1** the Dean of Graduate Studies or an alternate designated by the President & Vice-Chancellor, as non-voting chair of the FRC;
- **9.6.3.3.2** a Faculty Member chosen by the President & Vice-Chancellor;
- **9.6.3.3.3** the Department Chair from the Department of the Faculty Member under review, or where there is no Department Chair in the relevant Faculty, a senior department representative who is a Faculty Member; and
- **9.6.3.3.4** A Faculty Member as appointed by the GFC Executive Committee.

9.7.7 9.6.3.4 At least five (5) Business Days prior to the inaugural meeting of the FRC Meeting, the Vice-President Academic & Provost Provost and Vice-President Academic or a designate of the Vice-President Academic & Provost Provost and Vice-President Academic shall submit to the Chair of the FRC and the Faculty Member any materials the Vice-President Academic & Provost Provost and Vice-President Academic intends to rely upon in the review. Within three (3) Business Days prior to the inaugural meeting of the FRC Meeting, the Faculty Member shall submit to the Chair of the FRC and the Vice-President Academic & Provost Provost and Vice-President Academic or the Vice-President Academic & Provost's designate any materials that the Faculty Member intends to rely upon in the review. The Vice-President Academic & Provost Provost and Vice-President Academic or the Vice-President Academic & Provost Provost and Vice-President Academic's designate, and the Faculty Member may attend the a meeting of the FRC Meeting to make oral submissions regarding the relevant issues. The Faculty Member may be accompanied at the meeting by a representative Member of the Faculty Association.

9.7.8 9.6.3.5 Within ten (10) Business Days of the following the FRC Meeting deciding on a recommendation, the chair of the FRC shall meet alone to consider and make one of the following recommendations, which shall be communicated, in writing, the recommendation along with reasons for the recommendation to the Faculty Member, the Vice-President Academic & Provost Provost and Vice-President Academic, and the President & Vice-Chancellor in writing within five (5) business days thereafter. The recommendation shall be one of the following:

- a) **9.6.3.5.1** that a second or third probationary period appointment be offered to the Faculty Member, as applicable;

b) **9.6.3.5.2** that no further appointment be offered to the Faculty Member.

9.7.9 9.6.3.6 The President & Vice-Chancellor shall review and consider the recommendation of the FRC, and decide whether to uphold or reverse the **recommendation decision of the Provost and Vice-President Academic**. The President & Vice-Chancellor's decision **in any event** will be communicated to the Faculty Member in writing and is final.

9.7.10 9.6.3.7 Any grievances arising as a result of the appeal process in this Article 9 shall be restricted to those grounds outlined in Article **25.2 25.1** (Grievance and Arbitration).

9.7 Tenured Appointments

9.7.1 A Faculty Member will obtain a tenured appointment only when they have successfully completed their probationary period in accordance with this Article.

9.7.2 If, at any point during a Faculty Member's second or third probationary appointment, the Advancement in Rank Committee sends a recommendation to the Provost and Vice-President Academic that the Faculty Member advance in rank to Associate Professor, and the Provost and Vice-President Academic approves this advancement, then the probation period ends and tenure is conferred. If the Provost and Vice-President Academic does not approve the advancement, the Faculty Member may appeal this decision to a faculty review committee, in accordance with the process outlined in 9.6.3.

10 Annual Evaluation for Faculty Members

10.1 An annual performance evaluation will be conducted for all Faculty Members, except for full-time Faculty Members in their final year of service, in accordance with the policies and procedures as developed and approved by GFC and as amended from time to time (which are binding on all Faculty Members), and the provisions of Article 10 (Annual Evaluation) and Article **8.14 8.9** of this Agreement.

10.2 The purpose of the annual performance evaluation is to:

a) **10.2.1** Provide an annual assessment of performance that allows recognition of a Faculty Member's achievements and also notes improvements where needed in the Faculty Member's teaching, research and scholarship, and service and administrative activities as outlined in Article 8 (The Faculty Member's Rights,

Responsibilities and Work Assignment), and in this agreement generally.

b) **10.2.2** Provide formative support and mentoring.

- 10.3 Subject to the particulars of GFC policies and procedures as amended from time to time, the Faculty Member is responsible for providing an Annual Report (**see 8.9**) ~~including a teaching dossier and a current CV,~~ on or before June 1. Each year a Faculty Member shall file the Annual Report with the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic.**
- 10.4 The pdf version of the Annual Report stored electronically and any paper copies of the Annual Report, as well as the Dean's written response to it, shall be deleted no later than seven years from the date of initial submission of the Annual Report to the Dean.
- 10.4.1 At least thirty (30) calendar days prior to the deletion date, a Faculty Member may elect to have the pdf versions of the Annual Reports stored electronically until termination of employment. A Faculty Member making such an election may revert to a seven (7) year retention period at any time.
- 10.4.2 The University shall maintain and administer the Annual Report and its associated processes.
- 10.4.3 The University shall be responsible for the security of the data contained in the Annual Report.
- 10.5 A Faculty Member shall be evaluated based on their individual annual distribution of work assignment among teaching, research and scholarship, and service and administration.
- 10.6 The standards to be applied in evaluating Faculty Members pursuant to this Article 10 shall be those standards determined by the General Faculties Council from time to time in accordance with the workload provisions as described in Article 8 (Faculty Members' Rights, Responsibilities, and Work Assignment). The current standards shall be made available to Members on the University's website, and all changes shall be brought to the attention of the Faculty Association.
- 10.7 Subject to legal or other privilege, no information or material will be relied on in an evaluation unless the Faculty Member being evaluated has had a reasonable opportunity to review and respond to it. In cases where material has been deemed privileged, the Employer will provide the Faculty Member with either redacted material or a summary description of the content so that the Faculty Member may

respond to its contents.

10.8 After the review the Dean will, with their reasons presented to the Faculty Member in writing:

- a) **10.8.1** Deem the Faculty Member's performance to be satisfactory;
- b) **10.8.2** Deem the Faculty Member's performance to be unsatisfactory;
- c) **10.8.3** Request a meeting with the Faculty Member to seek more information.

10.9 If the Faculty Member's performance is deemed unsatisfactory, the Dean will meet with the Faculty Member to discuss the Dean's evaluation.

10.10 Performance Plan

10.10.1 In cases where performance is deemed unsatisfactory:

10.10.1.1 The Dean, in consultation with the Faculty Member and the Faculty Member's Department Chair, will explore options to improve the Faculty Member's performance and develop a performance plan that states goals, objectives, and strategies and methods to be employed to achieve the desired improvements in the coming **a**Academic **y**Year, provided that these are consistent with the GFC policies and procedures regarding standards and evaluation and that these are consistent with the Faculty Member's workload as outlined in Article 8 (Faculty Members' Rights, Responsibilities, and Work Assignment). The performance plan will be signed by the Faculty Member, Chair and Dean. The Dean will provide a copy of the performance plan to the Association.

10.10.1.2 The Dean and the Department Chair will meet with the Faculty Member at least once per semester to discuss progress toward satisfying the performance plan objectives.

10.10.1.3 In the subsequent annual evaluation, the Dean will meet with the Faculty Member to conduct the annual performance evaluation and to determine whether or not the Faculty Member has achieved acceptable performance as specified in the performance plan and otherwise, and shall communicate this in person and in writing to the Faculty Member.

10.10.1.4 After two consecutive unsatisfactory annual evaluations, the Dean may initiate a disciplinary procedure for unsatisfactory performance as outlined in Article 13. For clarity, this shall not be

interpreted as restricting the University's right to initiate disciplinary or other processes under this Agreement.

~~10.11 Whenever a Faculty Member's performance is deemed to be unsatisfactory, it is the Dean's option to refer the unsatisfactory performance to the disciplinary process in Article 13.3 (Discipline) including where the Faculty Member has been put on, or is being put on, a Performance Plan. The intention is that the University can set out expectations and requirements for future performance in the Performance Plan while at the same time warning and disciplining the Faculty Member for unsatisfactory performance to that point.~~

~~10.12~~ **10.11** All dates and times established by this Article may be varied by the mutual written consent of the Parties to this Agreement.

11 Advancement in Rank

11.1 Advancement in rank is a process that must be initiated by an individual Faculty Member **(the "applicant")**. For probationary Assistant Professors, the advancement in rank process must be successfully completed by the end of their final probationary period. It is a semi-public process in that ~~applications for advancement in rank, requests by the Advancement in Rank Committee (AIRC) for input from faculty and staff, and~~ the decision by the AIRC to award **advancement in rank ("promotion")**, ~~(but not the decision to deny it)~~, are announced to the university at large. The AIRC is responsible for evaluating the performance of Faculty Members with respect to applications for advancement in rank ~~(("promotion"))~~.

11.2 The AIRC shall consist of five Faculty Members holding the rank of Professor, each from a different Department. Members of AIRC shall be elected by the General Faculties Council for three-year terms on a rotating basis. The ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic** or designate with faculty rank of Professor shall sit as an advisory member and convener of the AIRC. The members of the AIRC shall choose from among them a ~~C~~chair, who must have served on the AIRC for at least one year previously, and a ~~S~~secretary.

11.2.1 ~~If a Faculty Member being considered by the AIRC is in the same Department as a member of the AIRC, that AIRC member shall not participate in the decision-making relating to that application.~~ The AIRC shall replace any member of AIRC who is in a Conflict of Interest with an alternate eligible person to serve on an ad hoc basis while considering that particular application.

11.2.2 A Faculty Member seeking advancement from Assistant to Associate Professor may request that the AIRC consult with a subject matter expert identified in their application for advancement. This subject matter expert, if approved by the AIRC, shall be issued those materials approved by the **candidate applicant** and the AIRC, and shall provide advice in writing to the AIRC concerning the Faculty Member's research and scholarship, but shall have no vote on the outcome of the application.

11.3 Timelines

11.3.1 A Faculty Member **seeking advancement in rank** shall inform the **Vice-President Academic & Provost Provost and Vice-President Academic** of their intention to apply for promotion in writing on or before October 1 **of the Academic Year in which the review is to take place.** **and The Faculty Member** shall **then** submit their **Case File application package** (described in **Article 11.56 and 11.7**) electronically to the **Vice-President Academic & Provost Provost and Vice-President Academic** on or before November 1, of the **Academic Year** in which the review is to take place.

11.3.2 The AIRC shall make its recommendations in writing and submit them, together with a written statement of the supporting reasons on which each recommendation was based, to the **President & Vice-Chancellor Provost and Vice-President Academic**, with a copy at the same time to the Faculty Member, on or before April 15 **of the Academic Year in which the review is to take place.** Where the AIRC cannot reach a unanimous recommendation, the Chair will also submit a written report to the **President & Vice-Chancellor Provost and Vice-President Academic** summarizing the divergent opinions.

11.3.3 Where promotion is granted, the effective date shall be July 1 of the **Academic Year in which the review took place** **following institutional year.**

11.4 A Faculty Member seeking advancement in rank will be evaluated in the following three areas: teaching, research and scholarship, and service and administration. The standards to be applied for promotion to the Associate Professor and Professor ranks are determined by the General Faculties Council from time to time, in its sole discretion. The evaluation of performance shall ensure that:

11.4.1 A Faculty Member shall be evaluated based on their individual distribution of work assignment among teaching, research and scholarship, and service and administration. A Faculty Member will have the option to specify the percent

weighting of each of teaching, research and scholarship, and service and administration, all in a manner consistent with the Faculty Member's duties.

For the purpose of this Article, the nominal teaching load of a Faculty Member in an Institutional Year is the size of the total teaching assignment defined in **8.5** **8.2.4** for this Faculty Member and Institutional Year minus any reduction granted according to **8.9** **8.4.3**. An Institutional Year with a sabbatical component has the same nominal teaching load as the last prior Institutional Year without a sabbatical component. Let T be the average nominal teaching load of the Faculty Member over the preceding four (4) Institutional Years, or since appointment, whatever is the shorter time period, without leaves other than sabbatical leaves.

Notwithstanding the Faculty Member's ability to specify the percent weighting of the three areas of performance as noted above:

- ~~a) For a Faculty Member with $T > 21$ the weighting for research and scholarship may be no less than 10%, and for service and administration may be no less than 10%.~~
- b) 11.4.1.1** For a Faculty Member applying for advancement to Associate Professor with $21 \geq T > 18$ the weighting for research and scholarship may be no less than 15%, and for service and administration may be no less than 10%. For a Faculty Member applying for advancement to ~~Full~~ Professor with $21 \geq T > 18$ the weighting for research and scholarship may be no less than 20%, **and for service and administration may be no less than 10%.**
- c) 11.4.1.2** For a Faculty Member with $18 \geq T > 15$ applying for advancement to Associate Professor the weighting for research and scholarship may be no less than 20%, and for service and administration may be no less than 10%. For a Faculty Member applying for advancement to ~~Full~~ Professor with $18 \geq T > 15$ the weighting for research and scholarship may be no less than 30%, **and for service and administration may be no less than 10%.**
- d) 11.4.1.3** For a Faculty Member with $15 \geq T$ applying for advancement to Associate Professor the weighting for research and scholarship may be no less than 30%, and for service and administration may be no less than 10%. For a Faculty Member applying for advancement to ~~Full~~ Professor with $15 \geq T$ the weighting for research and scholarship may be no less than 40%, **and for service and administration may be no less than 10%.**

11.4.2 A record in one area (i.e., teaching, research and scholarship or service and administration) significantly exceeding the requirements for the rank being sought

may compensate for a lesser record in another area.

11.5 The Faculty Member applying for advancement in rank shall provide a written application package to the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**, including:

- a) **11.5.1** a Curriculum Vitae;
- b) **11.5.2** representative examples of publications or equivalent;
- c) **11.5.3** a list of activities from services and administration provided to the University, the broader community, government or society;
- d) **11.5.4** a self-evaluation;
- e) **11.5.5** copies of letters received from the AIRC on the occasion of previous applications for advancement;
- f) **11.5.6** a **C**ase **F**ile (described **below** in **Article 11.6**);
- g) **11.5.7** statement of their probationary or permanent appointment status in accordance with this Agreement;
- h) **11.5.8** any other relevant information.

11.6 Case File – **The application package shall include a case file** ~~In applying for promotion, a Faculty Member shall prepare a Case File to demonstrate~~ **ing** achievements in respect to three (3) areas to be evaluated: Teaching (Area 1), Research and Scholarship (Area 2), and Service and Administration (Area 3). Materials submitted as evidence in the three areas shall be evaluated by the AIRC and, if applicable, external assessors.

11.6.1 Area 1: Teaching

11.6.1.1 To demonstrate performance in teaching, the **candidate applicant** must supply an advancement teaching dossier, which may include but not be limited to:

- a) **11.6.1.1.1** A teaching philosophy statement, that is, explanatory material about aims and methods of teaching written and submitted by the **candidate applicant**;
- b) **11.6.1.1.2** Course descriptions, syllabi, bibliographies, or other material distributed in courses;
- c) **11.6.1.1.3** Material descriptive of courses submitted to other bodies (e.g., departmental or University curriculum committees);
- d) **11.6.1.1.4** Letters of reference from colleagues;
- e) **11.6.1.1.5** Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures.

Evaluation results administered independent of University-wide standardized student evaluation procedures may also be submitted;

- f) **11.6.1.1.6** Evidence of internal and/or external awards, publications, citations, presentations at colloquia, seminars, workshops, or conferences on teaching.

11.6.2 Area 2: Research and Scholarship

11.6.2.1 To demonstrate performance in research and scholarship, the **candidate applicant** must supply an explanatory cover letter and may supply other supporting documentation and evidence. The AIRC shall not treat the types of evidence listed below as a checklist of mandatory criteria, but rather as available potential evidence supporting the application, to be considered in AIRC's total discretion. Such evidence includes but is not limited to:

- a) **11.6.2.1.1** Samples of peer-reviewed publications (e.g. book chapters, journal articles) or, in creative disciplines, evidence of research-related performance or other relevant outputs;
- b) **11.6.2.1.2** Publications in non-peer reviewed disciplinary publications such as book reviews, opinion and review pieces in newspapers, magazines or online publications;
- c) **11.6.2.1.3** Participation in discipline-related professional association(s) or committees;
- d) **11.6.2.1.4** Presenting workshops or papers or being a panel member at a discipline, teaching or sectoral-related conference;
- e) **11.6.2.1.5** Attendance at discipline, teaching or sectoral-related conferences;
- f) **11.6.2.1.6** Professional development activities to maintain currency in teaching and scholarship;
- g) **11.6.2.1.7** Non-peer reviewed presentations;
- h) **11.6.2.1.8** Developing or revising university curriculum and courses;
- i) **11.6.2.1.9** Developing and disseminating innovative teaching and learning strategies;
- j) **11.6.2.1.10** Creation of resources or programs to support teaching;
- k) **11.6.2.1.11** Compiling scholarly bibliographies and annotated resource lists;
- l) **11.6.2.1.12** References and citations, and copies of printed or electronic publications, papers/posters presented at scholarly conferences, and other materials selected by the **candidate**

applicant;

- m) **11.6.2.1.13** Citation by others in the field;
- n) **11.6.2.1.14** Evidence of reception of grants, fellowships, or awards;
- o) **11.6.2.1.15** Evidence of participation in funded research;
- p) **11.6.2.1.16** Substantial creative works relevant to the discipline or scholarly field which have been made public;
- q) **11.6.2.1.17** Documentary evidence of exemplary practice in professional fields, which may include written research, and policy or practice monographs; and
- r) **11.6.2.1.18** Evidence of service and administration as a reviewer, referee, contributor, or editor for a professional or scholarly publication or conference.

11.6.3 Area 3: Service and Administration

11.6.3.1 To demonstrate performance in service and administration, the **candidate applicant** must supply an explanatory cover letter and may supply other supporting documentation including but not limited to:

- a) **11.6.3.1.1** evidence of active participation in the life of the University, and related service and administration in the community, and/or professional or scholarly organizations;
- b) **11.6.3.1.2** letters from colleagues, committee chairs, and/or supervisors;
- c) **11.6.3.1.3** annual and/or ad hoc reports;
- d) **11.6.3.1.4** news reports; and
- e) **11.6.3.1.5** such other material as the **candidate applicant** may consider helpful to making the decision.

11.7 For specific reasons that will be shared with the applicant the AIRC may seek additional information or input from the applicant and other sources that it considers relevant to an applicant's evaluation, including but not limited to:

- a) **11.7.1** In-person submissions from or discussions with the applicant;
- b) **11.7.2** Annual and any other performance evaluations from the Dean, and the **Vice-President Academic & Provost Provost and Vice-President Academic;**
- c) **11.7.3** Reports of classroom observations, visitations and interviews by their **Department Chair or Director, Program Coordinator, or Dean as determined by AIRC;**
- d) **11.7.4** The Faculty Member's Official File;
- e) **11.7.5** External evaluations by evaluators, acceptable to both the **Candidate**

applicant and the **Committee AIRC**.

11.8 **For An** applications for advancement in rank from Associate Professor to Professor, **the AIRC will obtain** ~~must include~~ at least two evaluations; one, at the discretion of the applicant, may be from a referee internal to the University but external to the Faculty Member's department and one must be from an external referee; both referees shall be acceptable to both the applicant and the AIRC, **and** be at arm's length from the applicant, **and have positions at the rank of Professor or equivalent. To accommodate this, the applicant shall include in their application package a list of acceptable external referees, and—should they wish to utilize an internal referee—a list of internal referees. If referees are not acceptable to the AIRC or are not willing or able to provide timely evaluations, the AIRC may request additional suggestions from the applicant.**

11.8.1 A copy of the applicant's written application package (**see Article 11.5**) and all relevant materials, including student evaluations, shall be sent by the AIRC to the referees for this purpose.

11.9 Subject to legal or other privilege, no information or material will be relied on in an evaluation unless the Faculty Member being evaluated has had a reasonable opportunity to review and respond to it. In cases where material has been deemed privileged, the University will provide the Faculty Member with either redacted material or a summary description of the content.

11.10 The AIRC's deliberations will be confidential, and the AIRC's decision shall be determined by majority vote. In the event that the AIRC cannot come to a decision, or in the event of a tied vote, the **AIRC's recommendation shall be to refuse advancement in rank** ~~application for advancement in rank will be denied~~. The applicant should be encouraged to apply again in a following year.

11.11 The AIRC shall make a recommendation on advancement in rank to the **Provost and Vice-President Academic** ~~President & Vice-Chancellor~~, with a copy to the Faculty Member.

11.12 Reconsideration of Advancement in Rank Recommendation

11.12.1 Where the AIRC's recommendation is to refuse advancement in rank, the applicant may, within ten (10) **Business** ~~Business~~ **Days** of receipt of the AIRC's decision, inform the **Vice-President Academic & Provost** ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** or their designate, in writing, of their intention to request a

reconsideration of the recommendation. This submission must include the reasons for which the applicant wishes a reconsideration. Specifically, the grounds for granting a review of the decision shall be any of those outlined in **25.2.1 25.1.1** (Grievance and Arbitration) and/or a substantial piece of new evidence related to the **Candidate's applicant's** application affecting the recommendation. Based on this submission the **Vice-President Academic & Provost Provost and Vice-President Academic** or their designate shall decide whether to proceed with reconsideration.

11.12.2 Within five (5) **bBusiness dDays** of receipt of the applicant's request, the **Vice-President Academic & Provost Provost and Vice-President Academic** (or their designate) shall inform the applicant of the decision and, in the event of a decision to proceed with the reconsideration, direct the GFC to strike an ad-hoc AIRC appeal committee consisting of:

- a) **11.12.2.1** two Faculty Members who were not on the original AIRC and who meet the criteria for membership on the AIRC, one of whom must have served previously on the AIRC, and
- b) **11.12.2.2** the **Vice-President Academic & Provost Provost and Vice-President Academic** or their designate, who will serve as **Chair** and shall inform the applicant of the composition of the committee and invite the applicant to:
 - i. **11.12.2.2.1** submit in writing any further information or materials that the applicant considers relevant for the reconsideration;
 - ii. **11.12.2.2.2** advise the **Chair** in writing whether the applicant wishes to appear in person before the AIRC appeal committee to make additional submissions, and
 - iii. **11.12.2.2.3** provide, in writing, the names of any persons that the applicant intends to have attend before the AIRC appeal committee as witnesses to provide information on their behalf.

The applicant shall provide this written information (**11.1312.2 (b) i-iii 11.12.2.2.1 to 11.12.2.2.3**) no later than ten (10) **bBusiness dDays** after having been advised by the **Vice-President Academic & Provost Provost and Vice-President Academic** of the composition of the AIRC appeal committee.

11.12.3 The AIRC appeal committee will meet to deliberate on the reconsideration application no later than ten (10) **bBusiness dDays** following receipt of the materials identified in (**11.1312.2 (b) i-iii 11.12.2.2.1 to 11.12.2.2.3**), or twenty-five

(25) **b**Business **d**Days following formation of the AIRC appeal committee, whichever is the later. These meetings will be confidential. The AIRC appeal committee will advise the **A**pplicant and President & Vice-Chancellor of its recommendation on the reconsideration in writing within five (5) **b**Business **d**Days following their reconsideration meeting, or in the event that a meeting with the **A**pplicant and/or witness is held, within ten (10) **b**Business **d**Days following that meeting.

~~11.12.4~~ **11.13** The ~~President & Vice-Chancellor~~ **Provost and Vice-President Academic** will consider the AIRC's recommendation or the recommendation of the AIRC appeal committee and decide whether the Faculty Member should be advanced or not. If the ~~President & Vice-Chancellor~~ **Provost and Vice-President Academic** disagrees with a recommendation by the AIRC or the AIRC appeal committee that a Faculty Member should be advanced, then the ~~President & Vice-Chancellor~~ **Provost and Vice-President Academic** will submit the issue back to AIRC or the AIRC appeal committee for reconsideration before making a final decision.

~~11.12.5~~ **11.14** Any grievances arising from the process in this Article 11 shall be restricted to those outlined in Article 25 (Grievance and Arbitration).

12 Re-Entry of Administrators

- 12.1 Any Member who was a Member prior to accepting an administrative appointment or position shall, upon cessation of the administrative appointment or position, regardless of reason, retain their Member position in accordance with the terms of this agreement.
- 12.2 Any Member who holds a probationary appointment prior to accepting the administrative appointment or position may return to their Member position at the stage of the probationary process they had attained prior to taking up the administrative appointment.
- 12.3 Any administrative salary supplement will terminate when the Member returns to their Member position. The salary and benefits of an administrator entering or re-entering the bargaining unit shall be in accordance with the terms and conditions of this **A**greement.

13 Discipline: Faculty Members

13.1 **The discipline officer for Faculty Members is the Provost and Vice-President Academic. The discipline officer for Academic Service Officers is the appropriate Dean.** Discipline is always within the discretion of the **Vice-President Academic & Provost discipline officer**. Deans, Chairs, and other supervisors may also take corrective measures short of discipline, limited to issuing letters of **warning or** expectation.

13.2 A Member may only be disciplined pursuant to this Article, up to and including dismissal, for just cause. A Member shall not be subjected to discipline based on anonymous unsubstantiated complaints or information.

~~13.2~~ **13.3** All dates and times established by this Article may be varied by the mutual written consent of the Faculty Member, the Association, and the Vice-President Academic & Provost. **The discipline officer may extend any deadlines under this Article upon the timely approval by the Association, with such approval not to be unreasonably withheld, advising the Association and the parties in writing.**

~~13.3~~ Discipline of a Faculty Member arising from unacceptable performance of their responsibilities under this agreement (Article 8: Members' Rights, Responsibilities, and Work Assignment shall be subject to specific process, as follows:

~~13.3.1~~ Within fifteen (15) business days following completion of the annual performance evaluation for a Faculty Member (including the determination of the reviews and appeals enumerated in this Agreement), the Dean shall:

- a) refer the record of a Faculty Member to the Vice-President Academic & Provost with a recommendation that the Faculty Member be disciplined for unacceptable performance of their responsibilities under this agreement, and
- b) notify the President of the Association in writing of any intention to initiate disciplinary procedures.

~~13.3.2~~ The record of the Faculty Member shall include copies of all material about the Faculty Member which had been before the Dean, the FRC or the AIRC in the last three years and before any person or body in any appeals made by the staff member in those years and any additional material which the Dean adds to support the recommendation.

All such material will also be provided to the Faculty Member at the same time as it is provided to the Vice-President Academic & Provost.

~~13.3.3~~ The Faculty Member may submit material in response to that submitted by the

Dean under this Article, with such material to be submitted to the Vice-President Academic & Provost within ten (10) business days of receipt of the Dean's material.

~~13.3.4~~ — The Vice-President Academic & Provost shall offer to meet with the Faculty Member within twenty (20) business days of the receipt of the Dean's recommendation or within ten (10) business days of the receipt of the Faculty Member's response materials.

~~13.3.5~~ — Within ten (10) business days following any meeting under this Article (13) and any other consultations the Vice-President Academic & Provost chooses to have, the Vice-President Academic & Provost shall either:

- ~~a) not approve the recommendation of the Dean; or~~
- ~~b) discipline the Faculty Member in accordance with this Article 13.~~

~~13.3.6~~ — The Vice-President Academic & Provost shall advise the Faculty Member and the Dean of their decision in writing.

~~13.4~~ **13.4** Any person may make a **written** complaint to the Vice-President Academic & Provost **discipline officer** about the conduct of a Faculty Member. **The complaint shall include, including in the complaint** a detailed description of the conduct or matter complained of, **including particulars relevant to the situation, and may include any relevant physical or documentary evidence**. Not every disciplinary action must be initiated by way of a complaint, but in those cases where there is no complaint, for the purposes of this Article the Vice-President Academic & Provost **appropriate discipline officer (or delegate)** shall act as the complainant.

~~13.5~~ **13.5** Upon receipt of a complaint about a Faculty Member, **or upon receipt of a referral to discipline under the processes outlined in Articles 10 and 37**, the Vice-President Academic & Provost **discipline officer** shall, in their discretion:

- ~~a)~~ **13.5.1** decide to refuse to authorize an investigation if the complaint is vexatious or frivolous;
- ~~b)~~ **13.5.2** refer the case to a different and more appropriate resolution mechanism, including a form of alternative dispute resolution, or any other applicable mechanism under this Agreement; or
- ~~c)~~ **13.5.3** commence an investigation.

~~13.6~~ **13.6** If the written complaint is not received by the Vice-President Academic & Provost **discipline officer** within ~~180~~ **90 Business Days (or 120 Business Days if the complainant was a student at the time of the situation)** ~~calendar days~~ of the date the alleged

conduct became known or ought reasonably to have been known to the complainant, the matter shall be considered as closed, and cannot be acted on by the **Vice-President Academic & Provost discipline officer**. Where circumstances warrant, such as when the complaint involves a breach of criminal law, violent behaviour, or threats of violence against a member of the University community, the **Vice-President Academic & Provost Provost and Vice-President Academic**, at their discretion, may waive this clause.

13.7 **13.7** Upon receiving a complaint under this Article 13, **or upon receipt of a referral to discipline under the processes outlined in Articles 10 and 37**, the **Vice-President Academic & Provost discipline officer** shall:

- a) ~~Within seven (7) business days~~, **within five (5) business days**, send a **copy notice** to the respondent **Faculty Member** and the **President of the Association**;
- b) ~~Advise the Faculty Member of their right to meet with the Vice-President Academic & Provost, and to have a representative from the Association attend such a meeting, and arrange such a meeting upon the Faculty Member requesting it; and~~
- c) ~~provide the Faculty Member and the Association with at least seven (7) business days' notice of the time of this meeting.~~

13.8 **13.8** If the **Vice-President Academic & Provost discipline officer** authorizes an investigation of the complaint, the **Vice-President Academic & Provost discipline officer** shall personally act as the investigator or, in their discretion, appoint another person to act as the investigator.

13.9 In cases where a disciplinary procedure has been initiated through the processes outlined in Articles 10 and 37 (as applicable), and the decision is made to commence an investigation, the investigator will review the record provided as part of the referral to discipline and will meet separately with the Member (respondent) and the supervisor who referred the matter to discipline (the respondent will be provided the opportunity to have an advocate from the Association present at the meeting).

13.9 **13.10** In cases other than those outlined in Article 13.9, the investigator:

- a) **13.10.1** shall meet with the complainant and the respondent separately **and provide the complainant and the respondent with the opportunity to make written representations, or to have legal representation and/or (the respondent will be provided the opportunity to have an advocate from the Faculty Association present at the meeting);**
- b) **13.10.2** may meet with any person who could provide information relevant to

the complaint and receive materials submitted, whether at the investigator's request or unsolicited, and shall not be bound only by the original letter of complaint.

~~c)~~

13.11 The investigator, upon completion of the investigation, shall submit a written **summary** report to the **Vice President Academic & Provost discipline officer**, with a copy to the respondent, the complainant, and the Association.

~~13.10~~ **13.12** Upon completion and receipt of the **investigation summary** report, and before making a decision, the **Vice President Academic & Provost discipline officer** shall offer, **in writing**, to meet **separately** with the respondent **(and a representative of the Association if the respondent so chooses)**, and the complainant **(and a representative of the Association if the complainant is a Member and if the complainant so chooses)**, and **The respondent and the complainant shall have five (5) Business Days to respond to the offer to meet. Any meetings held shall occur within ten (10) Business Days of the offer to meet. The discipline officer may also determine that require further investigation is warranted.**

13.12.1 Should the discipline officer determine that further investigation is warranted, no disciplinary decision will be made until a supplementary summary report is submitted, with a copy of the report provided to the respondent, the complainant, and the Association. The further investigation must be completed within twenty (20) Business Days of the discipline officer's decision to supplement the original investigation.

~~13.11~~ **13.13 Within twenty-five (25) Business Days of receiving the summary report and the supplementary summary report (if applicable), the Vice President Academic & Provost discipline officer** shall, in writing:

- a) 13.13.1** dismiss the complaint, with such decision being final and binding and not subject to appeal; or
- b) 13.13.2** discipline the respondent, with such decision being final and binding, and not subject to appeal, but such decision may be grieved under Article 25 (Grievance and Arbitration).

13.14 The discipline officer shall advise the respondent, the Association, and the Provost and Vice-President Academic of the decision, and provide:

13.14.1 reasons for the discipline;

13.14.2 if applicable, expectations for future performance or conduct; and

13.14.3 if applicable, the effective date in which the discipline will be imposed; and

13.14.4 if applicable, the effective end date of any suspension imposed.

13.15 The complainant shall be advised only whether the complaint was dismissed or found to have merit and, if applicable, that some disciplinary measure was issued.

~~13.12 A Faculty Member may only be disciplined pursuant to this Article, up to and including termination, for just cause.~~

~~13.13 Faculty Member shall not be subjected to discipline based on anonymous complaints or information.~~

~~13.14~~ **13.16** In disciplining a Faculty Member following a complaint under this Article or otherwise, the possible forms of discipline may include but is not limited to the following (alone or in combination):

- a) **13.16.1** A letter of warning or reprimand, ~~Such letters must be~~ identified as a disciplinary measure;
- b) **13.16.2** Suspension with pay;
- c) **13.16.3** Suspension with partial pay, or without pay, ~~or a fine in lieu of those, where the severity of the offense does not warrant suspension or dismissal;~~
- d) **13.16.4** Dismissal.
- e) **13.16.5** Another appropriate penalty in the discretion of the ~~Vice-President Academic & Provost~~ **discipline officer**.

~~13.15~~ **13.17** In the event that the form of discipline is dismissal, and unless circumstances demand immediate action, the ~~Vice-President Academic & Provost~~ **discipline officer** will normally first write to the Faculty Member and the Association and advise the Faculty Member and an Association representative to attend a meeting with the ~~Vice-President Academic & Provost~~ **discipline officer**. The meeting is intended to allow the Faculty Member the opportunity to discuss and explain facts relating to the pending decision to dismiss the Faculty Member that the Faculty Member did not address in earlier steps of the process. Within ten (10) ~~Business~~ **Days** following the meeting, the ~~Vice-President Academic & Provost~~ **discipline officer** will inform the Faculty Member, ~~and~~ the Association, ~~and the Provost and Vice-President Academic,~~ in writing, as to whether there will be a dismissal of the Faculty Member.

~~13.16~~ **13.18 Non-Disciplinary Suspension**

13.18.1 In cases where there is an immediate threat by ~~the a~~ Faculty Member to an individual(s) at the University or to University property, or an immediate or serious

threat to the functioning of the University, the University retains the right to immediately ~~suspend~~ **impose a non-disciplinary suspension on a the Faculty** Member until the matter can be investigated according to the provisions of this Article. Any such suspension shall be with pay and benefits.

13.18.2 The Provost and Vice-President Academic shall inform the Member and the Association of the terms of the non-disciplinary suspension in writing preferably at the time the suspension commences, but no later than 72 hours from the time that the suspension commences.

~~13.17~~ **13.19** The fact that a disciplinary measure was imposed seven (7) or more years ago cannot be in and of itself considered in an assessment of the performance of the Faculty Member's responsibilities under this Agreement, unless the facts which resulted in the imposition of discipline are considered relevant to that assessment.

~~13.18~~ ~~The Vice President Academic & Provost may extend any deadlines under this Article upon the timely approval of the Faculty Association, with such approval not to be unreasonably withheld, advising the Faculty Association and the parties in writing.~~

~~13.19~~ **13.20** Proceedings under this Article shall be restricted and private to the persons involved as complainant(s), respondent(s) or witnesses (to the extent that witnesses need to know information related to the proceedings). When discipline is imposed, publicity shall be restricted to persons who have a need to know about the case in all the circumstances including but not limited to the relevant Chair, Deans or other administrators and the Association. When discipline is imposed, publicity shall be restricted to that which is necessary to correct or dispel information that may have become known after the proceedings, in the discretion of the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic** and following consultation with the respondent. In the event that it is determined that there shall be no disciplinary action, the ~~Vice President Academic & Provost~~ **discipline officer** must inform each individual to whom concerns and allegations were disclosed by the ~~Vice President Academic & Provost~~ **discipline officer** or the investigator that there was no disciplinary action taken.

13.21 All communications to the respondent under this disciplinary process shall be sent to the respondent's University email address.

14 Non-Discrimination and Harassment

14.1 The Parties recognize a mutual obligation to adhere to all applicable legislative

requirements with regard to human rights and discrimination.

- 14.2 Alleged instances of harassment and discrimination involving Members shall be dealt with in accordance with the University's **Discrimination, Harassment and Accommodation Policy** *Discrimination, Harassment, and Accommodation Policy*. Changes to this policy shall require prior consultation with the Association.

14.3 Every Member who is a complainant or a respondent to a complaint under the *Discrimination, Harassment, and Accommodation Policy* will be allowed to be accompanied by an Association representative to meetings related to the complaint.

15 Retirement

15.1 Date of Retirement

15.1 15.1.1 For the purpose of this Article:

- a) 15.1.1.1 A Member's normal date of retirement shall be the June 30 coincident with, or following, the attainment of age 65.
- b) 15.1.1.2 A Member may retire early on any June 30 following the attainment of age 55 and before their normal date of retirement, **by completing the University's Notice of Retirement form.**
- c) 15.1.1.3 A Member may defer their retirement date, subject to the terms of this Article, beyond the normal date of retirement. The deferred date of retirement may be any June 30 beyond the normal date of retirement.

15.2 Notice of Retirement

15.2 15.2.1 Prior to the normal date of retirement, a Member shall provide a written **notice of statement of** retirement to their Dean with as much advance notice as possible, twelve (12) months is highly recommended. **The Dean shall forward the statement of retirement to the Provost and Vice-President Academic.** This **notice written statement of retirement** shall be **either one of:**

- a) 15.2.1.1 **An irrevocable written notice statement of retirement, in accordance with the University's Notice of Retirement form, effective on indicating the normal date of retirement. This The date of retirement can be amended to an earlier date with agreement by the Vice-President Academic & Provost Provost and Vice-President Academic;** such agreement shall not be unreasonably withheld. **The Dean shall forward the notice of retirement to the Vice-President Academic & Provost or**

b) **15.2.1.2** A written **notice statement** of intent to defer retirement past the normal date of retirement, ~~in accordance with the University's Notice of Retirement form.~~ **Prior to retirement a Member shall provide a second statement of retirement indicating the date of retirement to the Dean with as much notice as possible, twelve (12) months is highly recommended.**

15.2.2 The University will provide a Notice of Retirement form which may be used as the written statement of retirement.

15.3 Pension Benefits

15.3 **15.3.1** In accordance with the provisions of the Concordia University of Edmonton Employee Pension Plan in effect at the date of signing this Agreement, and in accordance with the Income Tax Act and regulations therein as promulgated from time to time, a Member must commence the receipt of monthly pension benefits no later than the December 1 coincident with, or following the attainment of age 71. At such time, the Member shall be eligible to continue employment on a full-time basis and Membership in the Concordia University of Edmonton Employee Pension Plan (or successor plan) ceases.

15.4 Phased Retirement ~~Periods~~ for Faculty Members

15.4.1 A Faculty Member shall be entitled to a phased retirement period of employment provided the appropriate notice is complied with. A Faculty Member who has not provided the appropriate notices may be eligible for phased retirement but the decision of such eligibility shall be made by the President & Vice-Chancellor.

15.4.2 Prior to completing arrangements for a phased retirement period, the Dean shall, in consultation with ~~a~~ **the** Faculty Member's ~~Department Chair~~, assign in writing to the Faculty Member specific teaching ~~related responsibilities and other duties which may include supervisory~~ **assignment** and administrative responsibilities. This assignment shall be in effect for the duration of the phased retirement period, unless a change is mutually agreed to by the parties to this arrangement **after consultation with the Faculty Member's Department Chair**. A Faculty Member shall not normally accept responsibility as supervisor for new graduate students during this period and normally shall limit application for research grants and contracts to those that can be completed in the phased retirement period.

15.5 15.4.3 Phased pre-retirement period

15.5.1 15.4.3.1 For the purposes of this Article, “phased pre-retirement period” is defined as a period of leave without pay from a portion of duties, immediately preceding early, normal, or deferred retirement date.

15.5.2 15.4.3.2 A Faculty Member shall be entitled to a phased pre-retirement period, providing at least six (6) months written notice to the Faculty Member’s Dean and the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic** of the commencement date of the phased pre-retirement period. A Faculty Member shall be entitled to a phased retirement period and shall agree to retire immediately upon completion of the phased retirement period. This retirement date shall be irrevocable.

15.5.3 15.4.3.3 The phased pre-retirement period shall consist of one of the following sets of conditions:

Option	Phased Pre-Retirement Basis	Maximum Period of Phased Pre-Retirement	Basis of Salary
1	Leave without pay from 50% of duties	2 years	1/2 pay
2	Leave without pay from 66.7 50 % of duties	3 years	1/3 1/2 pay

15.5.4 15.4.3.4 During the phased pre-retirement leave period, the Faculty Member shall be eligible to participate in the group benefit programs provided in accordance with the University’s policies and procedures with the University paying the full premium cost of such programs.

15.5.5 15.4.3.5 Subject to the provisions of the Concordia University of Edmonton Employee Pension Plan, the Faculty Member may choose to establish the phased pre-retirement period as pensionable service under that Plan and, if so, the University and the Faculty Member shall make the appropriate contributions calculated on the basis of the unreduced salary rate.

15.5.6 15.4.3.6 During the phased pre-retirement period, a Faculty Member will not accrue service towards eligibility for sabbatical leave.

15.6 15.4.4 Phased post-retirement **period**

15.6.1 15.4.4.1 For the purposes of this Article, “phased post-retirement” **period** is defined as a period of re-employment immediately following an early, normal, or deferred retirement date.

15.6.2 15.4.4.2 A Faculty Member shall be entitled to a phased post-retirement period if the Member has not taken a phased pre-retirement period and by providing twelve (12) months irrevocable written notice of date of retirement to the Dean.

15.6.3 15.4.4.3 As part of the written notice of date of retirement, the Faculty Member shall choose one of the following sets of conditions:

Option	Phased Post-Retirement Basis	Maximum Period of Phased Post-Retirement	Basis of Salary
1	50% of full-time duties	2 years	1/2 pay
2	33 1/3 50% of full-time duties	3 years	1/3 1/2 pay

15.4.4.4 During the phased post-retirement period, the Faculty Member shall be eligible to participate in the benefit programs provided in accordance with the University’s policies and procedures.

15.7 15.4.5 By mutual agreement between the Member and Employer, the Member may have a phased pre- or post-retirement period of N% of full-time duties with N% pay, for whatever period of time is mutually agreeable between the Member and Employer.

16 Salary and Benefits

16.1 Salary Schedule

16.1.1 The salary schedule of Faculty Members is appended hereto as Appendix “A2” (Salary Schedules). The grandfather differential amounts remain constant as before.

16.1.2 An extra grid step increase will be applied to Faculty Members’ salaries upon

signing of this agreement, retroactive to July 1, 2021. A further step increase will be applied to Faculty Members' salaries on January 1, 2023. Both of these steps are considered to be extra to the normal grid movement.

~~16.1.3~~ **16.1.2** On July 1, 2024, a ~~1.5~~ **3%** CoLA (Cost of Living Adjustment) will be applied to all Faculty Members' salaries.

16.1.3 On July 1, 2027, a 3% CoLA (Cost of Living Adjustment) will be applied to all Faculty Members' salaries.

16.1.4 On July 1, 2028, a 3% CoLA (Cost of Living Adjustment) will be applied to all Faculty Members' salaries.

16.2 Payroll Deduction

16.2.1 With respect to any salary or benefits that require statutory or other contributions from Faculty Members, the University shall deduct those contributions from the Faculty Member's salary.

16.3 Pension Benefits

16.3.1 The University and Faculty Members shall each continue to contribute to the Concordia University of Edmonton Employee Pension Plan (CUEEPP) and Employee Benefit Plan in accordance with the policies and procedures of those Plans.

16.4 Tuition Benefits

16.4.1 Faculty Members are entitled to take two (2) University courses, regardless of program area, free per ~~a~~ **Academic Year** (one 6-credit or two 3-credit courses if ~~credential~~ **for-credit** courses). Faculty Members who exceed the annual maximum are entitled to a 50% education fee waiver for any additional courses.

~~16.4.2~~ **16.4.1.1** Tuition benefits apply to the education fee and the following 'required' fees listed in the Academic Calendar: athletic fee, student association fee, building development fee, technology fee and student accident insurance fee. The processing fee is payable and assessed upon registration. Fees listed as 'other' in the Academic Calendar (convocation, labs, practicums, etc.), are payable and are assessed upon registration.

~~16.4.3~~ **16.4.2** Dependents under the age of twenty-seven (27) and spouses of full-time Faculty Members who enroll in courses at the University are entitled to receive a

50% education fee waiver. The remaining required and other fees are assessed upon registration.

16.4.4 16.4.3 A Faculty Member requesting a tuition benefit must submit a Tuition Benefit Application to ~~the Director of~~ Human Resources for approval prior to registering in a course. Tuition benefits are considered taxable benefits according to the Canada Revenue Agency.

16.5 Relocation Expenses

16.5.1 The University may pay relocation expenses for Faculty Members relocating as per the University's related policies and procedures.

16.5.2 A Faculty Member who voluntarily resigns before serving the University for two (2) years must refund a portion of the relocation expenses that were reimbursed, repayable from the Faculty Member's final pay, or otherwise as a debt owing to the University. The Faculty Member's liability to the University for the amount of the moving relocation allowance paid shall decrease proportionally by 1/24th of the total amount at the end of each month of regular service, exclusive of leave periods.

16.6 Computers

16.6.1 The University is committed to provide appropriate technology for every Faculty Member as part of normal office equipment. The computer system provided will be complete and of a quality commensurate with the standard established by Information Technology Services.

16.7 Professional Development

16.7.1 Grants for Advanced Study

16.7.1.1 A partial subsidy of the educational fee may be granted for graduate study toward an advanced degree that only indirectly benefits the institution. Such grants are subject to the availability of funds.

16.7.2 Professional and Learned Societies

16.7.2.1 The University encourages Faculty Members to participate in professional organizations in their fields of expertise. The University pays the full cost of one annual membership in a learned society for each

continuing Faculty Member as approved by the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**. The publication of the respective organization included in the annual membership may be retained by the Faculty Member.

17 Intellectual Property

- 17.1 The parties shall be governed by the Intellectual Property policy set out in Appendix "A3" and the Memorandum of Understanding appended as Appendix "A4", **and Memorandums of Agreement appended as Appendix "A4.1", and Appendix "A4.2"**.

18 Faculty Member Vacation

18.1 Statutory Holidays

18.1.1 All Faculty Members are entitled to all Province of Alberta Statutory Holidays.

18.1.2 In addition, the University observes the following days as holidays: Easter Monday, Heritage Day, Boxing Day.

18.1.3 In the event that any of these holidays fall upon a Saturday or Sunday the University will observe the holiday on an alternate ~~Business Day~~.

18.1.4 The statutory holidays will not be included as part of the Faculty Member's vacation entitlement.

18.2 Each Faculty Member who has been appointed for at least one (1) year shall be entitled to an annual vacation of twenty-five (25) ~~Business Days~~ for the first ten (10) years of full-time appointment. Beginning in the eleventh year, the vacation shall be increased to thirty (30) ~~Business Days~~. Vacation entitlements will be advanced annually at the beginning of the Institutional Year. Entitlements will be prorated for employees working less than the full Institutional Year. In the event of a Faculty Member terminating their employment with the University, vacation taken but not earned will be deducted from the Faculty Member's final payment.

18.3 Requests for approval of vacation leave shall be made by the Faculty Member to their Dean or delegate through the University's online employee reporting system.

18.4 With the exception of Faculty Members teaching in trimester programs, Faculty Members have the right to schedule vacation at times of their choosing within the Spring and Summer period (five (5) **Business Days** after the end of the winter term examination period, through five (5) **Business Days** before fall semester classes begin). Vacation during the Spring and Summer period shall not be denied.

18.5 Faculty Members teaching in trimester programs have the right to schedule vacation at any times the Faculty Member does not have teaching responsibilities (beginning no earlier than five (5) **Business Days** after the end of examinations or, if there are no examinations, five (5) **Business Days** after the end of classes). Vacation during these times shall not be denied.

18.6 Faculty Members may also request to schedule vacation during the Fall and Winter Reading Weeks. Any such requests for vacation are subject to approval, per Article 18.3 of this Agreement.

18.6 18.7 Vacation must be taken within the Institutional Year, however, up to five (5) days may be carried over into the next Institutional Year.

18.7 18.8 No vacation shall be earned during leave without pay, disability leave, or that portion of leave with partial pay for which no salary is paid.

18.8 18.9 Salary in lieu of vacation shall not be paid for any reason.

19 Medical Leave

19.1 **In this Article: Definitions:**

a) **19.1.1** Medical leave includes leave for illness, injury, consultation with health care professionals and stays in hospital or other institutions for prescribed medical care when such event prevents the Member from performing the duties the Member was performing immediately prior to the commencement of the illness or injury, **and**.

b) **19.1.2** Medical Ability to Work Certificate means a University form verifying the medical status of a Member, signed by a qualified Physician, and provided to Human Resources. This form specifies the general nature of the illness or injury, what restrictions and limitations exist which may impact their ability to perform the various aspects of their responsibilities and provide an estimate of the duration of the absence.

19.2 A Member shall inform their **Chair, Dean or Director** **direct supervisor and Human Resources** of any medical leave **through the University's online employee reporting**

system and, if the leave is expected to exceed two (2) days, provide an estimate of its duration. A Member may be required to submit a Medical Ability to Work Certificate to Human Resources upon request from their **direct supervisor or Human Resources Dean or Director.**

19.3 **For any absences that will exceed fourteen (14) calendar days, the** Member shall provide a Medical Ability to Work Certificate, completed by a Physician, to Human Resources ~~for any absences that will exceed fourteen (14) calendar days.~~ The Member shall provide updated Medical Ability to Work Certificates prior to the expiration of the previous Medical Ability to Work Certificate, for as long as they remain on medical leave.

19.3.1 Once a claim has been reviewed and consultation with the Dean or Director has occurred, the Human Resources Advisor shall formally advise the Member whether they are on medical leave based on the information provided in the Medical Ability to Work Certificate, with the effective date of the leave to be the start date indicated on the form submitted by the Physician.

19.3.2 Before returning to work from a medical leave, an updated Medical Ability to Work Certificate must be provided to Human Resources, indicating that the Member is medically cleared to return to work. The form must indicate if modified duties or hours are required by specifying any applicable restrictions and limitations. Following the receipt of this form, Human Resources will advise the Dean or Director, as applicable, that the Member is returning to work, with the effective date specified, and any required details regarding restrictions and limitations. If there are restrictions and/or limitations specified, the Human Resources Advisor will work with the Dean or Director as applicable to determine ability to accommodate those restrictions and/or limitations.

19.3.3 In situations where a Medical Ability to Work Certificate is required but not provided by the Member, the University will suspend payment of salary and other benefits to the Member pending satisfactory receipt of the Medical Ability to Work Certificate.

19.4 During the first seventeen (17) weeks of medical leave, the Faculty Member shall remain on full pay and benefits.

19.5 A Faculty Member is eligible for medical leave for no longer than seventeen (17) weeks in aggregate for each illness or injury. A new medical leave may be granted if there has been a period of at least two (2) consecutive weeks of service following a

previously authorized medical leave.

- 19.6 If the medical leave is expected to exceed seventeen (17) weeks, in aggregate, the Faculty Member shall apply for long-term disability leave and benefits pursuant to the relevant policies and procedures of the University's long-term disability coverage provider. If the Faculty Member's application is approved, the Faculty Member shall be placed on long-term disability leave. If the application is not approved, the Faculty Member shall return to regular responsibilities, failing which they shall no longer be entitled to pay and benefits and their employment shall terminate.
- 19.7 For a Faculty Member, absence due to medical leave shall be considered service for determining eligibility for a sabbatical but absence on long-term disability leave shall not be so considered.

20 Leaves of Absence

- 20.1 Leaves of absence shall be awarded following an application for leave to be made by the Member and approved by the Member's Dean or Director.

~~20.2 Should leave be granted to a Member during a probationary appointment, the term of the probationary appointment shall be extended by the same length of time as the leave, provided that the leave does not exceed twelve (12) months.~~

20.3 **20.2** Maternity Leave

~~20.3.1~~ **20.2.1** A Member who has twelve (12) months or more of continuous employment with the University shall be entitled to up to seventy-eight (78) weeks of combined maternity and parental leave. This includes a maximum of sixteen (16) weeks paid top-up maternity leave by the University. Top-up pay is subject to the terms of this Article.

~~20.3.2~~ **20.2.2** A Member who has less than twelve (12) months of continuous employment with the University is entitled to up to seventy-eight (78) weeks of combined maternity and parental leave. This includes a maximum of sixteen (16) weeks unpaid maternity leave.

~~20.3.3~~ **20.2.3** The purpose of Maternity Leave is to provide a Member with leave for the purpose of bearing a child.

~~20.3.4~~ **20.2.4** A Member shall be entitled to take Maternity Leave of up to sixteen (16)

weeks in accordance with this Article.

~~20.3.5~~ **20.2.5** A Member who intends to apply for Maternity Leave shall inform the appropriate Dean or Director in writing as early as possible, but not later than 6 weeks prior to the start of the Maternity leave, who shall inform the Member in writing whether they have been granted the leave and the terms thereof.

~~20.3.6~~ **20.2.6** A Member who wants to take Maternity Leave shall apply for Employment Insurance (EI) Maternity Benefits to commence on or about the last ~~h~~**B**usiness ~~d~~**Day** of active work and shall present the appropriate Dean or Director with the decision of the EI administrators and any requested documentation as soon as possible.

~~20.3.7~~ **20.2.7** During the Maternity Leave, the eligible Member's remuneration shall be as follows:

~~20.3.7.1~~ **20.2.7.1** If EI determines that there shall be an unpaid waiting period before EI Maternity Benefits begin, the Member's remuneration during that unpaid period shall be 95% of regular salary less deductions, to be funded in full by the University. For the balance of the Maternity Leave period, the Member's remuneration shall consist of EI Maternity Benefits plus supplementary top-up salary from the University that is sufficient to bring total remuneration to 95% of regular salary.

~~20.3.7.2~~ **20.2.7.2** If EI determines that there shall not be any waiting period before EI Maternity Benefits begin, then the Member's remuneration (up to sixteen (16) weeks) shall consist of EI Maternity Benefits plus supplementary top-up salary from the University that is sufficient to bring total remuneration to 95% of regular salary.

~~20.4~~ **20.3** Parental Leave

20.3.1 Member eligibility for Parental Leave:

~~20.4.1~~ **20.3.1.1** A Member who has twelve (12) months or more of continuous employment with the University is entitled to up to seventy-eight (78) weeks of combined maternity and parental leave. This includes up to sixty-two (62) weeks of parental leave, of which twelve (12) weeks of parental leave may be paid top-up parental leave by the University.

~~20.4.2~~ **20.3.1.2** A Member who has less than twelve (12) months of continuous

employment with the University is entitled to up to seventy-eight (78) weeks of combined maternity and parental leave. This includes up to sixty-two (62) weeks of unpaid parental leave.

20.4.3 20.3.1.3 The purpose of Parental Leave is to provide childcare necessitated by the birth or adoption of a child. The parental leave must commence within fifty-two (52) weeks of the child's birth or placement.

20.4.3.1 20.3.1.3.1 A Member who intends to apply for Parental Leave for adoption shall notify their Dean or Director if they are on an adoption placement waiting list, and as soon as possible when the date of the adoption is confirmed.

20.4.4 20.3.1.4 A Member who intends to apply for Parental Leave for non-adoptions shall inform the appropriate Dean or Director in writing at least six (6) weeks prior to the start of the requested parental leave.

20.4.5 20.3.1.5 A Member who wants to take Parental Leave shall, if they have not already otherwise become entitled to them, apply for EI Parental Benefits to commence on or about the last **B**usiness **D**ay of active work and shall present the appropriate Dean or Director with the decision of the EI administrators and any requested documentation as soon as possible.

20.4.6 20.3.1.6 During Parental Leave, an eligible Member's remuneration shall be as follows:

20.4.6.1 20.3.1.6.1 If EI determines that there shall be an unpaid waiting period before EI Parental Benefits begin, the Member's remuneration during that unpaid waiting period shall be 95% of regular salary less deductions, to be funded in full by the University. For the balance of the Parental Leave period, the Member's remuneration shall consist of EI Parental Benefits plus supplementary salary from the University that is sufficient to bring total remuneration to 95% of regular salary.

20.4.6.2 20.3.1.6.2 If EI determines that there shall not be any waiting period before EI Parental Benefits begin, then the Member's remuneration (up to twelve (12) weeks) shall consist of EI Parental Benefits plus supplementary salary from the University that is sufficient to bring total remuneration to 95% of regular salary.

20.4.6.3 20.3.1.6.3 If a Member is not eligible for EI Maternity or Parental

benefits, they will similarly be ineligible for supplemental top-up of remuneration from the University related to Maternity or Parental Leaves in accordance with this Article.

20.4.6.4 **20.3.1.6.4** To receive remuneration outlined in **20.4.6.1** **20.3.1.6.1** and **20.4.6.2** **20.3.1.6.2**, the eligible Member must receive EI Parental benefits as described in **20.4.5** **20.3.1.5**.

20.5 **20.4 Benefits During** ~~Child Care Leave Beyond~~ Maternity or Parental Leaves

20.5.1 **20.4.1** The Member shall have coverage under the University's benefits programs during Maternity and/or Parental Leaves to the extent allowed by those benefits programs in the circumstances.

20.6 **20.5 Family Responsibility Leave**

20.6.1 **20.5.1** A Member is allowed Family Responsibility Leave for a maximum of five (5) ~~working~~ **Business** ~~Days~~ per Institutional Year.

20.6.2 **20.5.2** Within this maximum, a Member, upon application, shall be granted leave of absence with pay from regular duties and responsibilities to make arrangements for or attend to the needs of any of the following family members ~~s~~ in the event of a sudden or serious illness.

- Partner (Spouse, adult interdependent or common-law);
- Dependent child(ren) and dependent step-child(ren);
- Parents, foster parents, guardians
- Any other person living with the Member as a member of their family.

20.6.3 **20.5.3** Also, within this maximum, a Member, upon application, shall be granted leave of absence without pay from regular duties and responsibilities to make arrangements for or attend to the needs of the following family members in the event of a sudden or serious illness.

- Siblings;
- Grandparents;
- Grandchildren;
- Non-dependent child(ren) and non-dependent step-child(ren)

20.6.4 **20.5.4** When, owing to an emergency, a Member must be absent from regular duties and responsibilities before a leave application can be processed, the Member shall advise the ~~Area~~ **appropriate** Chair and ~~appropriate~~ Dean or Director

of the circumstances as soon as reasonably possible and provide an estimate of the time that the Member expects to be absent from duties.

20.6.5 20.5.5 Members shall report their Family Responsibility Leave through the University's online employee reporting system.

20.7 20.6 Bereavement Leave

20.7.1 20.6.1 A Member is allowed Bereavement Leave for a maximum of up to ~~four (4)~~ **seven (7) working Business Days** per Institutional Year, **of which up to four (4) Business Days may be leave with pay.**

20.7.2 20.6.2 Within this maximum, a Member is allowed leave with **or without** pay in the event of death of any of the following family members:

- Partner (Spouse, adult interdependent or common-law);
- Children(ren) and step-child(ren);
- Parents, parents-in-law, and step-parents;
- Siblings and their spouses;
- Nieces and nephews;
- Grandparents;
- Grandchildren;
- Any other person living with the Member as a member of their family.

20.7.3 20.6.3 Also within this maximum, a Member is allowed leave without pay in the event of death of any of the following family members:

- Child(ren)'s partner/spouse
- Current or former wards
- Former guardians
- Former foster parents
- Grandchild(ren)'s partner/spouse
- Aunts, uncles, step-aunts, step-uncles (and their partner/spouse)
- A person the Member isn't related to but considers to be like a close relative
- Family members of Member's spouse, common-law or adult interdependent partner:
 - Current or former wards
 - Parents, step-parents, foster parents
 - Sibling, half-sibling, step-sibling
 - Grandparents
 - Grandchildren

- Aunts, uncles
- Nieces, nephews

20.7.4 20.6.4 A Member is allowed leave with pay for one (1) calendar Business Day per Institutional Year, to attend the funeral services of a persons who may not be a family member.

20.7.5 20.6.5 Requests for bereavement leave must be approved by the appropriate Dean or Director.

20.7.6 20.6.6 The Member shall advise the Area appropriate Chair and Dean or Director of the circumstances as soon as reasonably possible and provide an estimate of the time that the Member expects to be absent from duties.

20.7.7 20.6.7 Members shall report their Bereavement Leave in advance through the University's online employee reporting system.

20.8 20.7 Court Duty Leave

20.8.1 20.7.1 Leave without loss of salary and benefits shall be granted to a Member subpoenaed to be a witness or summoned for jury selection and/or jury duty in a court action or statutorily established tribunal. Any stipend paid to the Member by the responsible Jury Management Office is deducted from the Member's salary.

20.7.2 Any stipend paid to the Member by the responsible Jury Management Office—except for travel, accommodation, and meal allowances—shall be reported by the Member to Human Resources, and will be deducted from the Member's salary.

20.8.2 20.7.3 The Member shall notify in writing the Area appropriate Chair and appropriate Dean or Director immediately upon being subpoenaed or summoned and are required to submit a copy of the subpoena or summons.

20.8.3 20.7.4 Members shall report their Court Duty Leave through the University's online employee reporting system.

20.9 20.8 Other Leaves

20.9.1 20.8.1 The Vice-President Academic & Provost Provost and Vice-President Academic may grant leave with pay, with partial pay, or without pay to Members for certain periods and purposes.

20.9.2 20.8.2 The **Vice-President Academic & Provost** **Provost and Vice-President Academic** may approve secondment of Members to other employers or agencies.

20.9.3 20.8.3 Members shall report their Other Leave through the University's online employee reporting system.

21 Sabbatical

21.1 Purpose

21.1.1 A sabbatical leave is an extended period of academic work, **artistic work, research,** or scholarship intended to enrich the intellectual **life lives** of the University **and of the Faculty Member**. Specifically, a sabbatical leave is to be used for one or more of the following purposes:

- a) **21.1.1.1** research and scholarship, including the beginning of a new and promising line of research and scholarly activity;
- b) **21.1.1.2** advanced study, work, or travel designed to keep the Faculty Member abreast of the latest developments in their area of specialization.

21.2 Eligibility

21.2.1 Let A be the Faculty Member's years of service, B their years of service prior to July 1, 2016 and S the number of the Faculty Member's previous sabbaticals at the University. The Faculty Member is eligible for a sabbatical leave if they are on a permanent appointment and

$$\left(\left\lfloor \frac{B+1}{8} \right\rfloor + \left\lfloor \frac{A+1-8*\left\lfloor \frac{B+1}{8} \right\rfloor}{7} \right\rfloor \right) > S$$

where $\lfloor x \rfloor$ denotes the floor of x, so the largest integer less than or equal to x.

21.2.2 Time spent on leave of absence, except sabbatical leaves, is not counted toward the service period. Part-time service is translated into full-time equivalents on the basis of normal service loads.

21.2.3 Eligibility is not limited by age.

21.2.4 Faculty Members may not take more than twelve (12) months of sabbatical leave within any three-year period.

~~21.2.3~~ **21.2.5** Administrative appointments after March 2018 will not be counted towards Sabbatical Leave eligibility. Serving as Department Chair is not included as an administrative appointment.

21.3 Priority

21.3.1 Priority among Members seeking sabbatical leaves shall be determined on the basis of number of years of full-time or full-time equivalent service to Concordia since the end of the ~~a~~ Academic Year of the ~~f~~ Faculty Member's last sabbatical leave. Among the applicants with the same priority level, preference will first be given to those without leave of absence since their last sabbatical and then to those eligible for a first sabbatical.

21.4 Availability

21.4.1 Normally, up to one eighth of the faculty may be granted sabbatical leave each Institutional Year in accordance with Clause **21.6**.

21.5 Early Sabbatical Leaves

21.5.1 In exceptional circumstances, Faculty Members that are three (3) or less years of service short of being eligible for a sabbatical leave may apply for and, subject to the normal priority and availability rules outlined in this Article, be granted an early sabbatical leave.

21.6 Length, Schedule and Salary

21.6.1 The sabbatical leave is twelve (12) or six (6) months in total length and is scheduled according to the following options:

~~a)~~ **21.6.1.1** a twelve-month sabbatical leave from July 1 to June 30 at:

~~i.~~ **21.6.1.1.1** 90% salary for a Faculty Member taking a first sabbatical;

~~ii.~~ **21.6.1.1.2** 80% salary for Faculty Members taking their second or subsequent sabbatical

~~b)~~ **21.6.1.2** a six-month sabbatical leave from July 1 to December 31 or from January 1 to June 30 at 100% salary;

~~c)~~ **21.6.1.3** a twelve-month sabbatical leave divided into six-month sections at 80% salary, the first half taken from July 1 to December 31 or from January 1 to June 30 and second half from July 1 to December 31 or from January 1 to June 30 within six years of the end of the first half. For purposes of 21.4.1 this sabbatical leave is counted in the Institutional Year

of the first half; Priority (21.3) for the next sabbatical leave will accrue starting at the end of the Academic Year of the second half.

d) 21.6.1.4 For the purposes of this Article and during any sabbatical, pension contributions remain based on 100% salary, all existing grandfather differential amounts remain at 100%, and any existing administrative stipends or similar will pause.

21.7 Finances

21.7.1 The decision as to the acceptability of a proposal will not be based on whether additional remuneration may be received, but rather on the probability that the Faculty Member will enhance their value to the University. Teaching elsewhere or working in research laboratories of industry or government may be approved if such activities can be expected to contribute significantly to the acquisition of useful ideas and practices. In no case will leave be granted primarily for the purpose of augmenting the Faculty Member's income. The benefit to the University must be foremost in the consideration leading to approval of the leave.

21.8 Implementation

21.8.1 By means of a list published at the beginning of each Institutional Year, the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** will keep Faculty Members informed as to their eligibility and priority within the next six-year period. On or before October 1 of the Institutional Year preceding the Institutional Year in which the sabbatical is to occur, a Faculty Member will apply for a leave by submitting written plans and other pertinent data to their Dean that meet the requirements of Clause 21.1 of this Article.

21.8.2 The Dean shall forward proposals that are acceptable directly to the Research and Faculty Development Committee on or before October 15. If the Dean finds the sabbatical proposal not acceptable, the Faculty Member will be given the opportunity to modify the proposal. If, after modification, the Dean still finds the sabbatical proposal unacceptable, the Faculty Member has the option of submitting this disagreement to informal dispute resolution according to Article 25.7 (Grievance and Arbitration). The final recommendation of the Dean with respect to the modified proposal will be forwarded to the Research and Faculty Development Committee not later than October 31.

21.8.3 The Research and Faculty Development Committee shall decide which of the requests are consistent with the purpose for which sabbatical leave is granted and

forward recommendations for their approval to the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**. The ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** grants final approval. If there are more eligible candidates than can be accommodated, selection of sabbatical leave recipients will be based in accordance with this Article and on the merits of the sabbatical proposal. If the sabbatical proposal is unacceptable in the views of both the Dean and the Research and Faculty Development Committee, approval may be denied even if the applicant's priority and the number of available sabbatical leaves would otherwise qualify the proposal for approval.

21.8.4 A Faculty Member's most recent past sabbatical leave report will be considered by the Research and Faculty Development Committee in their recommendations only insofar as it reflects an unjustified failure to work in accordance with the Faculty Member's original sabbatical proposal.

21.8.5 Candidates will be notified of the decision by December 31 of the same year.

21.9 A sabbatical of one year shall be deemed to include the vacation entitlement, and a six-month sabbatical shall be deemed to include one-half of the vacation entitlement.

21.10 If a Faculty Member takes ill or is injured during a sabbatical and, as a result, cannot complete the sabbatical program, they shall be placed on medical leave, provided the illness/injury is for longer than fourteen (14) business days. If the Faculty Member is placed on medical leave, the following rules apply:

a) **21.10.1** Salary while on medical leave will be as per Article 19 (Medical Leave) of this Agreement.

b) **21.10.2** If the onset of illness/injury occurs before 50% of the sabbatical has been completed, the sabbatical will be considered to be cancelled and the Member may take another sabbatical in the following sabbatical year (provided the sabbatical program is the same as the aborted one, without formal application). Eligibility for a subsequent sabbatical will be determined by the dates of the second or replacement sabbatical, not by the aborted one. Notwithstanding the fact that part of the original sabbatical has been cancelled, the salary rate will not be adjusted for that period.

c) **21.10.3** If the onset of illness/injury occurs when 50% or more of the sabbatical has been completed, the sabbatical will be considered to be completed and eligibility for a subsequent sabbatical will be based on the regular end-date of the aborted sabbatical.

21.11 **21.11** Sabbatical Leave Reports

21.11.1 ~~Mid-way through the sabbatical leave, the Faculty Member shall consult with the Chair, or in a Faculty without Chairs, the Dean, with respect to the progress of the sabbatical plan.~~ Faculty Members ~~returning from sabbatical leave~~ shall, within three (3) months of **the end of their sabbatical** ~~their return to the University~~, submit a written report to the Faculty Dean and to the Research and Faculty Development Committee. This report shall describe the sabbatical leave accomplishments in terms of the Faculty Member's fulfillment of the sabbatical leave plan and the purpose of a sabbatical leave. The final report shall be ~~attached~~ **added** to the Faculty Member's **official file** ~~Annual Report on Professional Activities for that year.~~

22 Travel at the Request of the University

- 22.1 The University shall reimburse Members for approved expenses incurred while travelling on University business at the University's request. Members shall not be required to travel.
- 22.2 Approved expenses, rate of reimbursement, and reimbursement process shall be in accordance with University policies and procedures as amended from time to time.

23 Effective Date

- 23.1 This Agreement shall be effective on the date that it is ratified by the parties up to and including June 30, ~~2025~~ **2029**, and for further periods of one (1) year unless written notice is given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein or a wish to bargain with a view to the making of a new Agreement, within the period from ninety (90) days prior to the renewal date. Should neither of the parties give such notice prior to the renewal date, this Agreement will renew for a period of one (1) year.
- 23.2 The Salary Schedules for ~~2021-2025~~ **2025-2029** attached hereto as part of Appendix "A2" and "A5" to this Agreement shall be retroactive to July 1, ~~2021~~ **2025**.
- 23.3 Should negotiations not be completed prior to the expiration date of this Agreement, all negotiated items will be effective from the date of signing the new Agreement.

24 Reduction in Force Through Financial Exigency or Program Redundancy

- 24.1 The parties recognize that a reduction or reorganization in academic staffing may be required in the event of:
- 24.1.1 **F**inancial **E**xigency, meaning continuing and structural deficits that threaten the University's ability to operate; or
 - 24.1.2 **P**rogram **R**edundancy, meaning academic programs have insufficient enrolment making the programs unsustainable in their current form, involving at least three (3) years of insufficient enrollment.
- 24.2 Reductions in staffing will be made with due regard to seniority of Members, with the Members having the shortest length of service in the area affected being the first to be terminated.
- 24.3 Prior to terminating a Member's employment pursuant to this Article, the University will meet with the Member who may be accompanied at the meeting by a representative Member of the **F**aculty Association and determine, in its discretion, whether the Member can reasonably meet the job requirements for deployment to another position available in administration within the bargaining unit or another academic unit.
- 24.3.1 Any redeployment to another academic or administrative unit within the bargaining unit shall require the written consent of the Member. If such redeployment occurs, the Member shall retain their rank or position and placement on the salary grid.
- 24.4 The University may terminate a Member's employment pursuant to this Article upon providing the Member with notice equivalent to one month of notice for each year of service (with partial years to be prorated) up to a maximum of twelve (12) months of notice in total, or pay in lieu of such notice, or a combination thereof in the case of a termination for financial exigency and up to a maximum of eighteen (18) months of notice in total, or pay in lieu of such notice, or a combination thereof in the case of a termination for program redundancy.
- 24.5 An employee declared redundant under 24.1.2 of this Article, shall have the right to grieve **such that** declaration of redundancy under Article 25 (Grievance and Arbitration) of this Agreement.

24.6 For a period of two Institutional Years following termination of the program, the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic** shall not authorize the replacement of Members by **any** other instructional staff or the appointment of new instructional staff to the ~~P~~program. Should the ~~P~~program be reinstated within that period, or a new ~~P~~program be established which requires instructional staff with similar qualifications, or if instructional staff are required to deliver the same or substantially similar courses, all former Members whose employment was terminated due to that specific program's closure, shall be informed of all such new positions.

Members, whose employment was terminated due to that specific program's closure and who choose to apply for such positions, shall have the right of first refusal for appointments for which they are qualified, provided they inform the Dean within twenty-eight (28) calendar days of notification.

If more Members apply than there are vacancies, the selection shall be made on the basis of the Member's seniority prior to the termination of their employment.

If a Faculty Member is reappointed, for the purposes of sabbatical eligibility, the period between the end of the notice period and reappointment shall be considered as service at the University. Salary for Members upon reappointment shall be at the same grid level and step as on termination.

25 Grievance and Arbitration

~~25.1~~ ~~Grievance means a claim, dispute, or complaint involving the interpretation, application, operation, administration, or contravention or alleged contravention of this Agreement, or as to whether such a difference can be the subject of arbitration.~~

~~25.2~~ **25.1** Disputes for which there are specific appeal or resolution mechanisms provided in this ~~a~~Agreement shall be resolved by those mechanisms and not by the ~~g~~Grievance procedures of this Article, with the following exceptions:

~~25.2.1~~ **25.1.1** ~~i~~n cases in which it is alleged that:

- ~~a)~~ **25.1.1.1** ~~t~~he decision maker acted in bad faith;
- ~~b)~~ **25.1.1.2** ~~t~~he decision maker had a reasonable apprehension of bias; or
- ~~c)~~ **25.1.1.3** ~~t~~here was a significant breach of the principles of procedural fairness.

~~25.2.2~~ **25.1.2** ~~i~~n cases of conversion from probationary to permanent appointment, or

advancement in rank, an arbitrator does not have jurisdiction to award a permanent appointment or to grant advancement in rank.

~~25.3 The procedures in this Article applying to a grievance of any type submitted by the Association apply equally to a grievance submitted by the University, with such materials to be submitted in that case by the University to the President of the Association.~~

25.4 25.2 Types of Grievance

25.4.1 25.2.1 A **g**Grievance may be submitted:

- a) 25.2.1.1 **B**by the Association (a policy grievance);
- b) 25.2.1.2 **B**by the Association on behalf of a Member (an individual **g**Grievance);
- c) 25.2.1.3 **B**by the Association on behalf of a group of Members (a group **g**Grievance); or
- d) 25.2.1.4 **B**by the University (**a policy grievance**).

25.5 25.3 The Association shall have sole authority over and carriage of ~~all Association and Member~~ **g**Grievances **of type 25.2.1.1, 25.2.1.2, and 25.2.1.3.**

25.6 25.4 Time Limits

25.6.1 25.4.1 Notice of a **formal g**Grievance shall be filed within ~~forty~~ **thirty-five (35 45)** ~~calendar~~ **Business d**Days of the date on which the action or omission being grieved occurred, or ~~forty~~ **thirty-five (35 45)** ~~calendar~~ **Business d**Days from the date on which the Member, Association, or the University, as the case may be, knew or reasonably should have known that the action or omission has occurred.

25.6.2 25.4.2 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the **P**parties, shall result in the **g**Grievance being deemed withdrawn.

25.6.3 25.4.3 The time limits specified in this Article may be amended by **written** mutual agreement of the **P**parties **in writing**.

25.7 25.5 Informal Resolution

25.7.1 25.5.1 Before the Association **or the University** files a formal **g**Grievance, a representative of the Association **and the** ~~shall meet with the Vice President Academic & Provost~~ **Provost and Vice-President Academic, shall meet** in order to

discuss the matter and any potential for resolution.

25.7.2 25.5.2 This meeting shall take place within ~~fifteen~~ **ten (15)** ~~Business~~ **Days** of the request for the meeting or such other time as may be agreed, failing which the Association **or the University** may proceed to file a **formal** ~~g~~ **G**rievance.

25.7.3 25.5.3 The ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** and the Association shall discuss at the meeting the available means to resolve the ~~g~~ **G**rievance.

25.7.4 25.5.4 If the ~~P~~ **parties** cannot resolve the ~~g~~ **G**rievance informally within ~~fifteen~~ **ten** ~~(15)~~ **(10)** ~~Business~~ **Days** following the meeting, the ~~Vice-President Academic & Provost~~ **responding party** shall deliver a decision in writing to the **other party** ~~Association~~ to that effect.

25.7.5 25.5.5 The contents of the discussions and decisions arising from the informal resolution process shall be privileged and cannot be relied upon at arbitration, unless otherwise indicated in writing by the parties.

25.8 25.6 Formal Individual and Group ~~Grievance~~ **Procedure**

25.8.1 25.6.1 If an issue is not resolved in the Informal Resolution stage, the Association shall have sole authority to file a formal **individual or group** ~~g~~ **G**rievance or not.

25.8.2 25.6.2 In filing a formal **individual or group** ~~g~~ **G**rievance, the Association shall

- a) **25.6.2.1** ~~S~~ **S**tate the ~~g~~ **G**rievance in writing;
- b) **25.6.2.2** ~~R~~ **R**efer to the Article or clause of the Agreement that has been violated or improperly applied;
- e) **25.6.2.3** ~~S~~ **S**ummarize the facts giving rise to the dispute; and
- d) **25.6.2.4** ~~F~~ **F**ully state the remedy or relief sought.

25.8.3 25.6.3 A **formal individual or group** ~~g~~ **G**rievance shall be submitted to the President **& Vice-Chancellor**.

25.8.4 25.6.4 The President **& Vice-Chancellor**, or designate, shall meet with the **President of the** Association, **or designate**, within ten (10) ~~Business~~ **Days** **of receipt of the formal Grievance by the President & Vice-Chancellor** to attempt resolution of the dispute. If the ~~President~~ **University** and the Association cannot resolve the dispute, then either party may within thirty (30) ~~Business~~ **Days** following the ~~formal~~ filing of the **formal** ~~g~~ **G**rievance refer the matter to arbitration in accordance with the arbitration procedures herein.

25.7 Formal Policy Grievance

25.7.1 A policy Grievance shall be submitted to the other party within the time limits of 25.4.

25.7.2 The policy Grievance shall contain:

25.7.2.1 a summary of circumstances giving rise to the Grievance,

25.7.2.2 the provision(s) of the Agreement considered violated, and

25.7.2.3 the particulars of the remedy sought.

25.7.3 Within ten (10) Business Days of filing a policy Grievance, the parties shall meet in an attempt to resolve the difference. If the University and the Association cannot resolve the dispute, then either party may, within thirty (30) Business Days following the filing of the formal Grievance, refer the matter to arbitration in accordance with the arbitration procedures herein.

25.9 25.8 Arbitration

25.9.1 25.8.1 To refer a Grievance to arbitration, the Association or the University, as the case may be, shall provide notice in writing to the other party.

25.9.2 25.8.2 A matter referred to arbitration shall be heard by a single arbitrator except for those matters where the University and the Association agree, in referring a matter to arbitration, to a three-person arbitration board. Hereinafter, all references to arbitrator shall be deemed to include an arbitration board.

25.9.3 25.8.3 In the case of a single arbitrator, the arbitrator shall be appointed by agreement of the parties.

25.8.4 If the parties cannot agree to a single arbitrator either party may request the Director of Mediation Services to appoint a single arbitrator as provided for under the Labour Relations Code, as amended from time to time.

25.9.4 25.8.5 In the case of a three-person arbitration board, each party shall select its nominee to the arbitration board and the two nominees shall appoint the third person (who shall be Chair).

~~**25.9.5 If the parties cannot agree to a single arbitrator or to a Chair of a three person arbitration board, either Party may request the Director of Mediation Services to appoint a single arbitrator as provided for under the Labour Relations Code, as**~~

amended from time to time.

25.8.6 If the nominees cannot agree on the third person, either party may request the Director of Mediation Services to appoint a third person (who shall be chair) to the arbitration board as provided for under the Labour Relations Code, as amended from time to time.

25.9.6 **25.8.7** The arbitrator shall have the duty and power to adjudicate all matters in dispute, to receive and to examine evidence, to administer oaths and to compel attendance of witnesses and production of documents, in accordance with the powers conferred by the Labour Relations Code, as amended from time to time.

25.9.7 **25.8.8** The arbitrator may rule on questions of law and jurisdiction that arise before or during an arbitration.

25.9.8 **25.8.9** The arbitrator shall issue a decision which shall be final and binding. In the case of a matter heard by the arbitration board, the decision of the majority shall be the decision of the arbitration board, and if no majority exists, the decision of the person chairing the board shall be the decision of the board.

25.9.9 **25.8.10** The arbitrator shall furnish to the parties a written decision as soon as possible after the conclusion of the hearings as possible.

25.9.10 **25.8.11** The arbitrator shall conduct any hearing in private in the presence of the grievor and the parties and/or their representatives (if any) unless the grievor and the parties agree otherwise in writing.

25.9.11 **25.8.12** The onus in cases of discipline shall be upon the representatives of the University to establish, on the balance of probabilities, that the decision reached was appropriate in all the circumstances.

25.9.12 **25.8.13** The arbitrator shall have the right to call witnesses and procure materials in addition to the witnesses called or the materials submitted by the parties.

25.9.13 **25.8.14** The University and the Association shall share equally the fees and expenses of the arbitrator.

25.9.14 **25.8.15** Each party shall bear its own costs of presentation to the arbitrator.

~~25.9.15~~ **25.8.16** Either party shall be entitled to make application to an appropriate court for enforcement or judicial review of an arbitration decision made under this Agreement.

25.9 Mediation

~~25.10~~ **25.9.1** At any time, the ~~P~~parties may agree to refer a dispute to mediation with a mutually acceptable mediator. The ~~P~~parties shall equally share the cost of any mediation. ~~The~~ process shall be privileged and on a without prejudice basis, and shall not affect, change, or delay any of the timelines otherwise required under this Agreement, unless the parties otherwise agree in writing.

26 Official File

- 26.1 The University shall maintain an Official File for each Member.
- 26.2 Maintenance of the Official File shall be the responsibility of the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic** or designate. The file shall be kept in a secure location.
- 26.3 It is recognized that copies of some or all of the materials in the Official File may be used for normal administrative purposes. Copies of such materials may be filed elsewhere for these purposes. The Official File shall be clearly marked as confidential.
- 26.4 **Within five (5) Business Days after giving notice,** ~~A~~ Member, ~~and~~—with the Member's written consent, ~~a~~ Member's agent, have the right to examine ~~after giving reasonable notice~~ the entire contents of their **Member's** Official File during normal business hours. The examination may be carried out in the presence of a person designated by the **Provost and Vice-President Academic** ~~Director of Human Resources~~. Members **and Members' agents** shall not remove ~~their~~ **the Member's** Official File or parts thereof from the office where it is held, nor shall Members **or Members' agents** annotate or in any way alter the Official File during examination.
- 26.5 A Member may, upon written request, obtain a copy of any document in their Official File. Electronic copies, if available ~~and requested,~~ and hard copies shall be provided free of charge.
- 26.6 Members have the right to have included in their Official Files, their written comments about the accuracy, relevance, meaning or completeness of the contents of their **Official** Files.

- 26.7 The Official File will include, but not necessarily be limited to, documentation regarding the Member's appointment, letters or other records relating to complaints, investigations, discipline, performance, **and** promotion. Documents related to annual evaluation, **and** advancement in rank decisions, **and unacceptable academic performance** (including any evidentiary or supporting materials related to these matters arising from either submissions or appeal processes), need not be kept together with the Official File, but will be kept by the University for no less than 5 years, with only the results of those matters being kept in the Official File.
- 26.8 Upon signing of this Agreement, the University agrees to **create** **maintain** an Official File for each Member in keeping with the requirements stipulated in this Article. Past documentation pre-dating this agreement pertaining to any Member need not necessarily be included in the Official File, depending on the availability and organization of such material. **Documentation added by the Member according to 26.6 within the last five (5) years shall only be removed with approval of the Member.**
- 26.9 An Arbitration Board shall have access to all Official Files, including confidential material, which they decide are relevant to the issue(s) under consideration. Nothing in this article shall be construed as to limit the evidence that the parties may rely upon or an arbitration board may consider in any arbitration or other legal process arising from this Agreement.

27 Association Work

27.1 **Course and/or Workload Release Recognition of Service**

~~27.1.1~~ **Recognition of Service**

~~27.1.2~~ **27.1.1** In accordance with Clauses ~~8.7.3~~ **8.3.3** and ~~8.7.4~~ **8.3.4**, service on the Executive of the Faculty Association is an example of service to the University. In addition, for the purposes of the Annual Evaluation, Permanency, Renewal, and Promotion, Association work, **including service on Association committees**, counts for service.

27.2 Workload Release

~~27.1.3~~ **27.2.1** For the purposes of this Article, **one** unit of workload release consists of either teaching release of three (3) hour equivalents (see ~~8.5.1~~ **8.2.4.1** and ~~8.5.2~~ **8.2.4.2**) or, when teaching release is not applicable to the Member, release from

work for 78 work-hours (with no more than 15 hours to be taken in any one week).

27.2.2 Available Workload Release for Association Work

~~27.1.4~~ **27.2.2.1 In every Academic Year, t**he University shall annually grant to the Association a total of two (2) units of workload releases for Members, to be assigned by the Association to carry out Association work.

~~27.1.5~~ **27.2.2.2 In calendar years in which bargaining occurs, t**he University shall grant the Association's ~~Chief Negotiating Officer~~ **lead negotiator** one unit of workload release in addition to any other workload release the ~~Chief Negotiating Officer~~ **lead negotiator** may have, ~~in years in which bargaining occurs~~.

~~27.1.6~~ **27.2.2.3** The Association may make a request to the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic** to purchase additional units of workload release at full replacement costs for its Members to carry out Association work. Such approval will not be unreasonably withheld.

27.2.3 Process for Workload Release for Association Work

~~27.1.7~~ **27.2.3.1** The Association shall notify the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic** of its intention to assign any workload releases at least four months prior to the commencement of the term in which the release will be used.

~~27.1.8~~ **27.2.3.2** The Association shall effect the payment stated in **27.2.2.3** ~~27.1.5~~ no later than the first calendar day of the academic term in which the workload reduction will take effect.

~~27.2~~ **27.3** Mail

27.3.1 The Association shall have access to the internal and external postal services of the University, on a cost recovery basis.

28 [Vacant]

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29 [Vacant] Application and Recognition

~~29.1 This Part applies to specific non-faculty Members who perform certain particular academic-related functions, for whom the University voluntarily recognizes the Association as the exclusive bargaining agent to represent their interests for purposes of collective bargaining (the "Academic Service Officers").~~

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30 Application of Articles

30.1 This part applies to Members who are not Faculty Members and who perform certain particular academic-related functions, for whom the University voluntarily recognizes the Association as the exclusive bargaining agent to represent their interests for purposes of collective bargaining (the Academic Service Officers).

~~30.1~~ **30.2** The following Articles of this **Collective** Agreement apply to the Academic Service Officers:

- 1 Definitions
- 2 Academic Freedom
- 3 Agreement Review and Amendment
- 4 Recognition, Representation and Association Dues
- 5 Employer Rights
- 6 Strikes and Lockouts
- ~~8-12~~ **8.7** **Employment** Outside **Concordia** **Employment**
- 12 Re-Entry of Administrators
- 13 Discipline**
- 14 Non-Discrimination and Harassment
- ~~15~~ **15.1 – 15.3** Retirement ~~15.1 through 15.3~~
- 17 Intellectual Property
- 19.1 – 19.3 Medical Leave
- 20 Leaves of Absence
- 22 Travel at the Request of the University
- 23 Effective Date
- 24 Reduction in Force Through Financial Exigency or Program Redundancy
- 25 Grievance and Arbitration
- 26 Official File
- 27 Association Work

31 [Vacant]

Intentionally left blank.

32 Appointments

32.1 The process of developing recommendations on the appointment of Academic Service Officers is to include input from Faculty Members and other Academic Service Officers of the same discipline as that of the contemplated appointment. The guiding objective is to attract and appoint the most highly qualified candidates. In its deliberations, the Search Committee shall consider **various factors including:**

- a) **32.1.1** academic credentials;
- b) **32.1.2** program fit with the relevant area and academic unit as applicable;
- c) **32.1.3** evidence of positive teaching performance, where applicable;
- d) **32.1.4** acknowledgement of the Mission, Vision and Values of Concordia;
- e) **32.1.5** all pre-employment checks and verifications specified in the advertisement for the position; **and**
- f) **32.1.6** suitability for appointment; **and**
32.1.7 any other factors that are in compliance with University policies.

32.2 In consultation with the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**, the Library Director or **appropriate** Dean establishes a search committee. The search committee includes the appropriate ~~Department~~ Chair, if applicable, and Members from the same discipline, as well as the Library Director or **appropriate** Dean. The ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** and the President & Vice-Chancellor may participate ex officio.

32.3 On initial appointment as an Academic Service Officer, an Academic Service Officer will serve a probationary period of twelve (12) months. An Academic Service Officer will obtain permanent employment status only after successful completion of the probationary period.

33 Work Assignment and Other Responsibilities

33.1 The work assignment of an Academic Service Officer shall be consistent with the goals and objectives of the university library, Department, or Faculty (as applicable), **which** shall be established by the Library Director, ~~Director,~~ **Dean,** or delegate (as applicable), and shall generally be attainable within 37.5 hours a week averaged over the year.

- 33.2 An Academic Service Officer may devote time during working hours to professional development activities, with the approval of the Library Director, **Director**, Dean, or **D**delegate (as applicable).
- 33.3 Academic Service Officers are expected to develop their professional knowledge, may engage in research and scholarly activities, and may be asked to participate in the administration of aspects of the University.

34 Academic Service Officer Vacation

34.1 Statutory Holidays

- 34.1.1 All Academic Service Officers are entitled to all Province of Alberta Statutory Holidays.
- 34.1.2 In addition, the University observes the following days as holidays: Easter Monday, Heritage Day, Boxing Day.
- 34.1.3 In the event that any of these holidays fall upon a Saturday or Sunday, the University will observe the holiday on an alternate **B**Business **D**Day.
- 34.1.4 The statutory holidays will not be included as part of the Academic Service Officer's vacation entitlement.

- 34.2 Each Academic Service Officer shall be entitled to twenty (20) **B**Business **D**Days each Institutional Year for annual vacation. After **ten (10)** ~~fifteen (15)~~ years of service, the annual vacation entitlement shall be twenty-five (25) **B**Business **D**Days. Vacation may be taken at any time with the approval of the Director, Dean or delegate (as applicable). Vacation entitlements will be advanced annually at the beginning of the Institutional Year. Entitlements will be prorated for employees working less than the full Institutional Year. In the event of an Academic Service Officer terminating their employment with the University, vacation taken but not earned will be deducted from the Academic Service Officer's final payment.
- 34.3 Requests for approval of vacation leave shall be made by the Academic Service Officer to their Director, Dean, or delegate through the University's online employee reporting system.
- 34.4 Vacation must be taken within the Institutional Year, however, up to five (5) days may be carried over into the next Institutional Year.

- 34.5 No vacation shall be earned during leave without pay, disability leave, or that portion of leave with partial pay for which no salary is paid.
- 34.6 Salary in lieu of vacation shall not be paid for any reason.

35 Medical Leave

- 35.1 Articles 19.1, 19.2, and 19.3 (Medical Leave) apply to the Academic Service Officers.
- 35.2 During the first nine (9) weeks of medical leave, the Academic Service Officer shall remain on full pay and benefits. The next eight (8) weeks will remain on full benefits and be paid in accordance with the policies and procedures of the designated short-term disability provider as determined from time to time within the Employee Benefit Plan. The Academic Service Officer medical leave may be subject to adjudication by the insurance company at any time during the medical leave.
- 35.3 An Academic Service Officer is eligible for medical leave for no longer than seventeen (17) weeks in aggregate for each illness or injury. A new medical leave may be granted if there has been a period of at least two (2) consecutive weeks of service following a previously authorized medical leave.
- 35.4 If the medical leave is expected to exceed seventeen (17) weeks, in aggregate, the Academic Service Officer shall apply for long-term disability leave and benefits pursuant to the relevant policies and procedures of the University's long-term disability coverage provider. If the Academic Service Officer's application is approved, the Academic Service Officer shall be placed on long-term disability leave. If the application is not approved, the Academic Service Officer shall return to regular responsibilities, failing which they shall no longer be entitled to pay and benefits and their employment shall terminate.

36 Salary, Payroll and Other Benefits (ASO)

36.1 **Salary Schedule**

36.1.1 The salary schedule for Academic Service Officers is appended hereto as Appendix "A5" (Salary Schedule).

~~36.1.1 An extra grid step increase will be applied to Academic Service Officers' salaries upon signing of this agreement, retroactive to July 1, 2021. A further step increase~~

~~will be applied to Academic Service Officers' salaries on January 1, 2023. Both of these steps are considered to be extra to the normal grid movement.~~

36.1.2 On July 1, 2024, a 1.5% CoLA (Cost of Living Adjustment) will be applied to all Academic Service Officers' salaries.

36.1.3 On July 1, 2027, a 3% CoLA (Cost of Living Adjustment) will be applied to all Academic Service Officers' salaries.

36.1.4 On July 1, 2028, a 3% CoLA (Cost of Living Adjustment) will be applied to all Academic Service Officers' salaries.

36.2 Payroll Deduction

36.2.1 With respect to any salary or benefits that require statutory or other contributions from Academic Service Officers, the University shall deduct those contributions from the Academic Service Officer's salary.

36.3 Pension Benefits

36.3.1 The University and Academic Service Officers shall each continue to contribute to the Concordia University of Edmonton Employee Pension Plan (CUEEPP) and Employee Benefit Plan in accordance with the policies and procedures of those Plans.

36.4 Tuition Benefits

36.4.1 Academic Service Officers are entitled to take two (2) University courses, regardless of program area, free per Academic Year (one 6-credit or two 3-credit courses if ~~credential~~ **for-credit** courses). Academic Service Officers who exceed the annual maximum are entitled to a 50% education fee waiver for any additional courses.

~~36.4.2~~ **36.4.1.1** Tuition benefits apply to the education fee and the following 'required' fees listed in the Academic Calendar: athletic fee, student association fee, building development fee, technology fee and student accident insurance fee. The processing fee is payable and assessed upon registration. Fees listed as 'other' in the Academic Calendar (convocation, labs, practicums, etc.), are payable and are assessed upon registration.

~~36.4.3~~ **36.4.2** Dependents under the age of twenty-seven (27) and spouses of full-time

Academic Service Officers who enroll in courses at the University are entitled to receive a 50% education fee waiver. The remaining required and other fees are assessed upon registration.

36.4.4 36.4.3 An Academic Service Officer requesting a tuition benefit must submit a Tuition Benefit Application to **the Director of** Human Resources for approval prior to registering in a course. Tuition benefits are considered taxable benefits according to the Canada Revenue Agency.

37 Annual Performance Review

37.1 The performance of the Academic Service Officer shall be evaluated annually by the **direct supervisor, (Chair, Dean, or Library Director, Director, or Vice President Academic & Provost (as applicable) with the input and recommendation of the direct supervisor** of the Academic Service Officer being reviewed.

37.2 The supervisor will evaluate the Academic Service Officer's performance over the Institutional Year based on the Academic Service Officer's job description established by May 31 of the preceding Institutional Year. If there was no updated job description established by that date, the most recently established job description prior to that date will apply. The member will have access to the job description that will serve as the basis of their evaluation for the following year as of June 1.

37.3 Details of research and scholarly activity, where applicable, including publications, presentations, research grants received, lectures, prizes, and awards may be included as part of the annual performance evaluation.

37.4 Details of participation in the administration of aspects of the University and of participation on provincial and national boards of the ASO's profession, where applicable, may be included as part of the annual performance evaluation.

37.3 37.5 During the annual review the supervisor may request a meeting with the Academic Service Officer to request more information.

37.4 37.6 The supervisor will provide the Academic Service Officer with a written evaluation of performance, including clear identification (as applicable) of strengths, areas for improvement, and unsatisfactory performance. The evaluation shall include a clear indication of whether the Academic Service Officer's overall performance is satisfactory or unsatisfactory. The Academic Service Officer has the right to formulate a written response and place it in their **Official File**.

37.7 Performance Plan

37.7.1 In cases where performance is deemed unsatisfactory:

37.7.1.1 The supervisor, in consultation with the Academic Service Officer, will explore options to improve the Academic Service Officer's performance and develop a performance plan that states goals, objectives, and strategies and methods to be employed to achieve the desired improvements in the coming Institutional Year, provided that these are consistent with the Academic Service Officer's workload as outlined in Articles 33 (Work Assignment and Other Responsibilities), 39 (Librarians), 40 (Field Placement Coordinators), and 41 (Laboratory Instructors), as applicable. The performance plan will be signed by the Academic Service Officer and supervisor. The supervisor will provide a copy of the performance plan to the Association and the relevant Dean.

37.7.1.2 The supervisor will meet with the Academic Service Officer at least once per semester to discuss progress toward satisfying the performance plan objectives.

37.7.1.3 In the subsequent annual performance review, the supervisor will meet with the Academic Service Officer to conduct the annual performance review and to determine whether or not the Academic Service Officer has achieved acceptable performance as specified in the performance plan and otherwise, and shall communicate this in person and in writing to the Academic Service Officer.

37.7.1.4 After two consecutive unsatisfactory annual performance reviews, the Dean may initiate a disciplinary procedure for unsatisfactory performance as outlined in Article 13. For clarity, this shall not be interpreted as restricting the University's right to initiate disciplinary or other processes under this Agreement.

~~37.5~~ **37.8** The University will review job descriptions at least annually and **will, prior to making any changes to a job description, consult with** ~~bring any changes to the job descriptions to the Faculty Association and any~~ the affected Academic Service Officer(s) **and their supervisor(s). The Association and the affected Academic Service Officer(s) will be provided with notice when a change is made to a job description.**

~~37.6~~ ~~Details of research and scholarly activity, where applicable, including publications, presentations, research grants received, lectures, prizes and awards shall be submitted as part of the annual performance evaluation.~~

38 ~~[Vacant]~~ Discipline

38.1 An Academic Service Officer may only be disciplined pursuant to this Article 38, up to and including termination, for just cause.

38.2 Discipline Procedure

- a) The University will follow a progressive process of discipline, up to and including dismissal, for Academic Service Officers. Any discipline of an Academic Service Officer arising from unsatisfactory performance generally or in conjunction with the performance evaluation review process in Article 37 shall follow the discipline process set out in this Article 38 (Academic Service Officers—Discipline).
- b) Disciplinary action shall be initiated within thirty (30) business days of the date that the University knew, or ought reasonably to have known, of the occurrence of the matter giving rise to the discipline. Initiation of disciplinary action shall be accomplished upon notification of the President of the Association in writing of the intention to initiate investigation or other procedures that may lead to discipline.
- c) Prior to deciding upon or invoking any discipline Supervisors or other representatives of the University will
 - i. consult with Human Resources and the Vice President Academic & Provost; and
 - ii. meet with the Academic Service Officer to communicate concerns about their performance or conduct.
- d) Investigation and Right to Representation
The University will investigate to ascertain all relevant facts prior to considering and making a final disciplinary determination.

If an Academic Service Officer is required to attend an interview or meeting as part of a disciplinary investigation, they will be entitled to have an Association Representative in attendance, and the University will inform the Academic Service Officer and the Association with at least three (3) business days' notice of the time of meeting.

38.3 Disciplinary Actions

The progressive discipline process outlined below contemplates increasingly serious actions to be taken by the University to discipline an Academic Service Officer, up to and including termination of employment, for just cause. The University will follow

this process in sequential order, except when the particular circumstances of a case justify moving immediately, in the University's sole discretion, to a particular or more serious action. The University may repeat certain steps in the process at its sole discretion.

Copies of any written decisions or actions will be given to the Association within two (2) business days following their issuance.

The Academic Service Officer may provide a written rebuttal to any disciplinary step taken within seven (7) business days following issuance of the discipline step, and said rebuttal will be maintained on the Academic Service Officer's employee file along with the disciplinary step notification in question.

a) ~~Written Reprimand~~

~~A written reprimand will include reasons for the reprimand and expectations for future performance or conduct.~~

b) ~~Suspension With Pay~~

~~Where a suspension with pay is given to an Academic Service Officer, the University will provide written reasons to the Academic Service Officer including the length and time of the suspension, and expectations for future performance or conduct.~~

c) ~~Suspension Without Pay~~

~~Where a suspension without pay is given to an Academic Service Officer, the University will provide written reasons to the Academic Service Officer including the length and time of the suspension, and expectations for future performance or conduct.~~

d) ~~Dismissal~~

~~Where an Academic Service Officer is dismissed, the University will provide written reasons to the Academic Service Officer.~~

~~Except in the case of a probationary employee, there shall be no dismissal except with just cause.~~

38.4 Access to Dispute Resolution Process

The Academic Service Officer will have the right to apply Article 25 (Grievance and Arbitration) with respect to any disciplinary action.

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39 Librarians

- 39.1 Librarians shall normally report to ~~an Assistant Library Director or~~ the Library Director **or, in the absence of the Library Director, the Library Director's supervisor** ~~as the case may be.~~
- 39.2 The principal responsibilities of Librarians are to support the academic work, including teaching, learning and research, of Faculty Members, students, and other researchers of the University by developing, maintaining, and providing access to the university library's resources.
- 39.3 Librarians have the responsibility to participate in library and other university, academic, or professional committees to the extent that such other involvement does not interfere with the Librarians fulfilling their principal responsibilities.
- 39.4 Workload
- 39.4.1** A Librarian's work assignment shall generally be attainable within thirty-seven point five (37.5) hours per week averaged over the month.
- 39.4.2** Days worked by librarians on weekends will be taken off on a weekday within thirty (30) calendar days.

40 Field Placement Coordinators

- 40.1 This position normally reports to the Chair or Practicum Director of the department offering the field placement or, in the absence of a ~~department~~ Chair or Practicum Director, to the Dean or Director of the relevant faculty or program.
- 40.2 The principal responsibilities of Field Placement Coordinators are to establish, coordinate, and supervise student field experiences under the supervision of the person named in 40.1.

41 Laboratory Instructors

- 41.1 This position normally reports to the Chair of the department in which the Academic Service Officer is responsible for providing laboratory instruction or, in the absence of a Chair, to the appropriate Dean or as otherwise directed by the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic.**

41.2 The principal responsibilities of Laboratory Instructors are to plan, instruct, and supervise student laboratory experience in conjunction with the course instructors and Department Chair. Laboratory Instructors enforce laboratory safety regulations and evaluate student performance.

41.3 Categories for Laboratory Instructors

Laboratory Instructor The minimum qualification for Laboratory Instructor is a Bachelor's Degree. Specific requirements for appointment as Laboratory Instructor will vary among disciplines and will be reflected in the job posting. This position will be placed on the Salary Grid ASO5.

Senior Laboratory Instructor The minimum qualification for appointment as Senior Laboratory Instructor is a Bachelor's Degree in the subject of interest, with appropriate relevant experience. Specific requirements will vary among disciplines and will be reflected in the job posting. In some disciplines a Master's degree will be preferred. Senior Laboratory Instructors may be asked to assist with laboratory coordination. A Senior Laboratory Instructor coordinates laboratory sections for no more than two (2) courses per Institutional Year. If a Senior Laboratory Instructor agrees to coordinate laboratory sections for more than two (2) courses then there shall be an agreed upon reduction in teaching. This position will be placed on the Salary Grid ASO5. Grid placement upon advancement from Laboratory Instructor to Senior Laboratory Instructor will be one (1) step higher on ASO5 than their previous placement.

41.4 Promotion of Laboratory Instructors

41.4.1 Promotion in rank from Laboratory Instructor to Senior Laboratory Instructor is recognition of a Laboratory Instructor's professional growth and development, and of service to the University, the academic community, and the Laboratory Instructor's profession.

41.4.2 Laboratory Instructors may apply for promotion in any year after five (5) years of service as a Laboratory Instructor by forwarding a request to the appropriate Dean. A Laboratory Instructor who holds a terminal degree in the discipline of their program may apply for promotion after three (3) years of service.

The application for promotion will include documentation consisting of:

- a) **41.4.2.1** a cover letter addressing the Laboratory Instructor's contributions to their core professional function(s), continuing professional

development, and academic professional University and relevant community service,

- b) **41.4.2.2** a current curriculum vitae,
- c) **41.4.2.3** a maximum of five (5) most recent annual reports, and
- d) **41.4.2.4** a maximum of five (5) examples of continuing professional development activities.

Such requests must be received by the appropriate Dean not later than November 1 for consideration for promotion with effect from the beginning of the next Institutional Year. The Dean shall forward the request to the **P**romotion committee.

41.4.3 If promotion is granted, it will take effect July 1 of the next Institutional Year.

41.5 Criteria for Promotion to Senior Laboratory Instructor

41.5.1 The **P**romotion **C**ommittee will consider the criteria outlined in 41.4.1, as well as the teaching effectiveness of the Laboratory Instructor and will require satisfactory annual evaluations over at least three (3) years prior to the application for promotion.

41.6 Promotion Committee

41.6.1 The **P**romotion **C**ommittee shall consist of all Deans that are directly or indirectly supervising at least one Laboratory Instructor and all Chairs that are directly or indirectly supervising at least one Laboratory Instructor and one Senior Lab Instructor, from any discipline. The committee is convened by the **Vice-President Academic & Provost** **Provost and Vice-President Academic**. The members of the committee shall choose a chair.

41.6.2 The **P**romotion **C**ommittee shall review the applicant's documentation and make a recommendation on promotion to the **Vice-President Academic & Provost** **Provost and Vice-President Academic** with a copy to the applicant. The decision of the **Vice-President Academic & Provost** **Provost and Vice-President Academic** shall be conveyed to the applicant in writing no later than April 15.

Appendix A1: ~~MOU re: Annual Evaluation for Faculty Members (Article 10)~~ **[vacant]**

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Appendix A2: Salary Schedules for Faculty Members (Articles #16 and #23)

SALARY SCHEDULES FOR FACULTY MEMBERS (Articles #16 and #23)															
2025-26				2026-27				2027-28				2028-29			
STEP	Assistant Professor		Associate Professor	STEP	Assistant Professor		Associate Professor	STEP	Assistant Professor		Associate Professor	STEP	Assistant Professor		Associate Professor
	FA3	FA4	FA5		FA3	FA4	FA5		FA3	FA4	FA5		FA3	FA4	FA5
4	70,102	-	-	4	72,205	-	-	4	74,371	-	-	4	76,602	-	-
5	72,268	77,650	-	5	74,436	79,979	-	5	76,669	82,379	-	5	78,969	84,850	-
6	74,435	79,820	-	6	76,668	82,214	-	6	78,968	84,681	-	6	81,337	87,221	-
7	76,601	81,986	87,373	7	78,899	84,446	89,994	7	81,266	86,979	92,694	7	83,704	89,588	95,475
8	78,768	84,153	89,539	8	81,131	86,678	92,225	8	83,565	89,278	94,992	8	86,072	91,956	97,842
9	80,934	86,323	91,706	9	83,362	88,913	94,457	9	85,863	91,580	97,291	9	88,439	94,328	100,210
10	83,101	88,487	93,872	10	85,594	91,142	96,688	10	88,162	93,876	99,589	10	90,807	96,692	102,577
11	85,268	90,653	96,038	11	87,826	93,373	98,919	11	90,460	96,174	101,887	11	93,174	99,059	104,944
12	87,436	92,821	98,204	12	90,059	95,605	101,150	12	92,761	98,473	104,185	12	95,543	101,427	107,311
13	89,602	94,987	100,371	13	92,290	97,836	103,383	13	95,059	100,771	106,484	13	97,910	103,794	109,679
14	91,768	97,154	102,539	14	94,521	100,068	105,615	14	97,357	103,070	108,783	14	100,277	106,162	112,047
15	93,934	99,320	104,705	15	96,752	102,299	107,846	15	99,655	105,368	111,081	15	102,644	108,529	114,414
16	-	101,487	106,871	16	-	104,532	110,077	16	-	107,667	113,379	16	-	110,898	116,781
17	-	103,653	109,037	17	-	106,763	112,308	17	-	109,965	115,677	17	-	113,264	119,147
18	-	105,819	111,206	18	-	108,994	114,542	18	-	112,263	117,978	18	-	115,631	121,518
19	-	107,986	113,361	19	-	111,226	116,762	19	-	114,563	120,264	19	-	117,999	123,872
20	-	110,152	115,538	20	-	113,457	119,004	20	-	116,861	122,574	20	-	120,366	126,252
21	-	112,320	117,704	21	-	115,690	121,235	21	-	119,161	124,872	21	-	122,736	128,619
22	-	114,487	119,870	22	-	117,921	123,466	22	-	121,459	127,170	22	-	125,103	130,986
23	-	116,654	122,036	23	-	120,153	125,698	23	-	123,758	129,468	23	-	127,471	133,353
24	-	118,820	124,203	24	-	122,384	127,929	24	-	126,056	131,766	24	-	129,838	135,719
25	-	120,986	126,369	25	-	124,615	130,160	25	-	128,354	134,064	25	-	132,205	138,086
26	-	123,153	128,535	26	-	126,848	132,391	26	-	130,653	136,362	26	-	134,573	140,453
27	-	125,319	130,701	27	-	129,079	134,622	27	-	132,951	138,660	27	-	136,940	142,820
28	-	127,486	132,867	28	-	131,311	136,853	28	-	135,250	140,959	28	-	139,308	145,187
29	-	129,652	135,033	29	-	133,542	139,084	29	-	137,548	143,257	29	-	141,675	147,554
30	-	131,787	137,200	30	-	135,741	141,316	30	-	139,813	145,556	30	-	144,008	149,922
31	-	133,984	139,366	31	-	138,004	143,547	31	-	142,144	147,854	31	-	146,408	152,289
32	-	136,151	141,532	32	-	140,235	145,778	32	-	144,442	150,152	32	-	148,775	154,656



INTELLECTUAL PROPERTY POLICY

University Policy No.:

Classification: Governance

Approval Authority: Board of Governors

Effective Date:

Supersedes:

Last Editorial Change:

Mandated Review:

Associated Procedures:

Commercialization of Intellectual Property and Revenue Sharing Procedure

1. POLICY PURPOSE

This policy is intended to regulate the process for Creator(s) to identify and Commercialize Intellectual Property (IP) and protect the rights of CUE.

2. DEFINITIONS

Within this Policy, the following capitalized terms will have the following meanings:

- Commercialization or Commercialize - means any activity relating to the legal protection, use, sale, transfer, license, marketing, duplication, or other disposition of IP for generation of profit, including any such activity through a third-party licensee or sublicensee.
- Costs of Commercialization - means all direct and indirect costs incurred during research and development, and Commercialization of the IP, and its related technologies, products, services or processes.
- Creator - means the author or inventor of IP who is a Member of CUE as described in section 5.1
- CUE - means Concordia University of Edmonton.
- CUE License - is defined in section 5.3(b)
- CUE Resources - means resources that include but are not limited to release time from regularly assigned duties where the primary purpose of the release time is the creation of IP, direct discretionary investment by CUE of funds, or staff or the purchase of special equipment for the creation of IP, use of CUE's physical structures, research laboratories, capital equipment, technical facilities including computing resources, services, and personnel. A reference to "use of CUE Resources" in this Policy does not include:
 - the payment of basic salary to CUE employees;
 - the provision of a standard academic or administrative environment to CUE employees in which to perform their normal duties, including office space and furnishings, office computer equipment and software, and any other equipment that is necessary for the performance of

- normal teaching or academic duties or for the production of Traditional Academic Work;
- the provision of overhead costs associated with the CUE's administration of external funds.
 - Gross Revenue - means all royalty revenue and other income arising in whole or in part from Commercialization of the IP, and its related technologies, products, services or processes (which shall include profit sharing, upfront, lump-sum payments and monies from the sale of equity shares), received by CUE or by the Creator, as the case may be.
 - Institutional Work - means IP created at the request of CUE, under written agreement with CUE, and/or for CUE's use.
 - Intellectual Property - (abbreviated in this document as "IP") means any form of knowledge or expression created with one's intellect that can be owned by a person and that can be protected by patent, copyright, trademark, integrated topography, industrial design laws, or other equivalent legislation or legal doctrine. Intellectual Property includes, but is not limited to, such things as inventions, computer software recorded in any format, works of art, databases, research data, research tools, audio-visual material, electronic circuitry, biotechnology and genetic engineering products, all other legally protectable products of research, and know-how.
 - Invention Disclosure Form - means the form to disclose IP, in the form attached to the Commercialization of Intellectual Property and Revenue Sharing Procedure.
 - Member of CUE - includes all academic staff, staff, academic colleagues, administrators, students, visiting or adjunct scholars and professors, fellows and chairs, emeriti, holders of post-doctoral positions, paid and unpaid research associates and assistants, and any other persons in similar positions at CUE.
 - Net Revenue - means Gross Revenue minus Costs of Commercialization.
 - Policy - means this IP Policy.
 - Public Disclosure - includes any activity that results in making IP publicly available through any public medium, including (but not limited to) speech, print, paper, and electronic communication, public oral and poster presentations, submission of an abstract for presentation at conferences both within and outside CUE, submission of an abstract and/or manuscripts to journals, publication of an abstract and/or manuscript in journals and disclosure to third parties outside CUE.
 - Research - means a process of purposeful inquiry that generates new insights or knowledge involving scholarly, scientific, or creative activities in a field of specialization. It typically results in quantifiable outcomes such as journal articles, books, conference presentations and creative performances that are communicated to a broader academic community, field of practitioners or the public.
 - Traditional Academic Work - means IP in any form that is not Institutional Work and is created to support teaching or that takes the form of one or more of the traditional kinds of academic output related to Research and publication (such as research materials, academic reports, textbooks, journal articles, and monographs). This academic output includes, but is not limited to, educational, scholarly, artistic, or literary works in any medium. IP created for public service (such as speeches, reports, etc.) shall normally also be considered a Traditional Academic Work.

3. JURISDICTION/SCOPE OF THE POLICY

This Policy applies to all Members of CUE.

4. POLICY

The objectives of this Policy are:

- 4.1 Promotion of IP Creation and Utilization: The intent of this Policy is to encourage creativity and innovation at CUE. This Policy seeks to facilitate the widespread use of IP created by Members of CUE.
- 4.2 IP Management: This Policy seeks to set the framework for IP to be useful as products, services and processes. It also establishes procedures to report creation of IP in a timely manner, govern the use and dissemination of IP, criteria for ownership of and commercial rights to IP and responsibility of Commercialization developed by Members of CUE.
- 4.3 Balance of Interests: This Policy seeks to ensure that revenue generated by Commercialization of IP is distributed in a manner consistent with the mission of CUE and advancement of research at CUE.

5. DISCLOSURE AND OWNERSHIP

5.1 Creators:

- (a) To be considered a Creator for the purposes of this Policy, an individual must be considered to be a creator, author or inventor of IP pursuant to applicable Canadian intellectual property laws.
- (b) This Policy recognizes that collaborative or co-operative effort may involve several Creators, or may involve authors, inventors or joint-owners who are not subject to this Policy, and whose rights in the IP may prevent Public Disclosure or Commercialization if those authors, inventors or joint-owners have not given the required legal consent for use of their contributions to the IP.
- (c) Where there are two or more Creators of the same IP who are Members of CUE (i) all references to the rights and obligations of “a Creator” in this Policy shall apply equally and simultaneously to all Creators of the IP in question; and (ii) the determination of the list of Creators will be determined under the Commercialization of Intellectual Property and Revenue Sharing Procedure.

5.2 Disclosure:

- (a) Creator(s) of IP are free to publish the IP and acknowledge that Public Disclosure of IP may affect legal protection of the IP.
- (b) If the Creator(s) of IP expresses interest in Commercialization of the IP, the Creator shall make full and complete disclosure of the IP to CUE, using the Invention Disclosure Form, in accordance with the Commercialization of Intellectual Property and Revenue Sharing Procedure.
- (c) Full and timely disclosure of IP to CUE must occur at, or prior to, the point that the Creator pursues Commercialization or pursues any Public Disclosure that may affect legal protection of the IP.

5.3 Ownership:

- (a) Subject to sections 5.3(b) and 5.3(c), all rights in IP shall be owned by the Creator at the time of creation of the IP, unless these rights have been ceded (in whole or in part) to:
 - (i) a third party, or
 - (ii) CUE
- (b) under a prior written agreement, that may include but is not limited to a funding agreement, non-disclosure agreement, material transfer agreement, development agreement, research agreement, consulting agreement or service contract. Where IP is developed in the course of any such funding agreement, non-disclosure agreement, material transfer agreement, development agreement, research agreement, consulting agreement, service contract or similar agreement between the Creator(s) and a third-party, the ownership rights of the IP will be determined by the specific terms of that agreement.
- (c) Exceptions and clarifications for section 5.3(a) and (b):
 - (i) Traditional Academic Work: The Creator of Traditional Academic Work is the owner of that IP, unless the Creator has entered into an agreement with CUE to the contrary.
 - (ii) Institutional Work: CUE is the owner of Institutional Work, unless the Creator has entered into an agreement with CUE to the contrary;
 - (iii) License in favour of CUE: CUE retains a non-exclusive, non-transferable, royalty-free perpetual right to all IP that is created with the use of CUE Resources, for its use for educational, scholarly, administrative, research and other non-commercial purposes (the “CUE License”).
 - (iv) License in favour of Creator: In cases where CUE is the owner of IP protected under the copyright act, the Creator will
 - a. retain all Moral Rights in the copyrighted work;
 - b. have the right to revise the copyrighted work at reasonable intervals;
 - c. have perpetual, irrevocable, royalty-free, non-exclusive license to use, revise and modify the copyrighted work for non-commercial purposes only.
 - (v) Presumption of use of CUE Resources: There shall be a rebuttable presumption that, when IP has been created by Members of CUE within their area of Research, the IP was created with the use of CUE Resources, even though some or all of the activity may have actually taken place elsewhere, unless the Creator has entered into an agreement with CUE to the contrary.

6. COMMERCIALIZATION

6.1 Commercialization Generally: Although reporting of creation of all IP, as set out in section 5.1 of this Policy, is required when a Creator of the IP expresses interest in Commercialization, neither the Creator nor CUE is required or obliged to Commercialize any IP. In keeping with CUE's scholarly/educational mission and its dedication to the pursuit and dissemination of knowledge, CUE does not encourage the development of IP solely for profit or personal gain.

6.2 Options for Commercialization: If a Creator wishes to Commercialize IP that has been created

through the use of CUE Resources, the Creator has two options:

- (a) The Creator may Commercialize independently of CUE under section 6.3, or
- (b) The Creator may Commercialize with the assistance of CUE under section 6.4.

The Creator must make an election to proceed under one of these two options. That election is made in the Invention Disclosure Form, pursuant to the Commercialization of Intellectual Property and Revenue Sharing Procedure.

Decisions regarding Commercialization of IP shall be made with the consent of all of its Creators and CUE, in accordance with this Policy and the Commercialization of Intellectual Property and Revenue Sharing Procedure.

6.3 Commercialization by the Creator: The Creator may elect to undertake the Commercialization independently of CUE, subject to:

- (a) the provisions of the CUE License,
- (b) any revenue-sharing obligations for IP that was created with the use of CUE Resources (section 7);
- (c) any obligations granted to third-parties under any applicable funding or other agreements, (such as those listed in section 5.3(b)); and
- (d) any rights that CUE may have under the Commercialization of Intellectual Property and Revenue Sharing Procedure.

See 7.4 (Commercialization by Creator), and Section 4 of the Commercialization of Intellectual Property and Revenue Sharing Procedure.

6.4 Commercialization by CUE: If the Creator elects to Commercialize with the assistance of CUE, CUE will have the final decision in proceeding with Commercialization of the IP. The procedure for making this decision is set forth in more detail in the Commercialization of Intellectual Property and Revenue Sharing Procedure. If CUE decides to Commercialize the IP, the Creator will provide an assignment of ownership of the IP to CUE and the parties will begin the Commercialization process in accordance with this Policy and the Commercialization of Intellectual Property and Revenue Sharing Procedure. Any Commercialization of the IP by CUE will be subject to:

- (a) the provisions of the CUE License,
- (b) any revenue-sharing obligations for IP that was created with the use of CUE Resources (section 7);
- (c) any obligations granted to third-parties under any applicable funding or other agreements, (such as those listed in section 5.3(b)); and
- (d) any obligations that CUE may have under the Commercialization of Intellectual Property and Revenue Sharing Procedure.

See Section 5 of the Commercialization of Intellectual Property and Revenue Sharing Procedure.

7. REVENUE SHARING

7.1 Revenue-Sharing: In the case of IP that was created with the use of CUE Resources, revenue from Commercialization will be shared as per Sections 7.2 (Commercialization by CUE), 7.3 (Inter-institutional Obligations), 7.4 (Commercialization by Creator).

7.2 Commercialization by CUE: In the case of Commercialization through CUE, all Gross Revenue received by CUE from Commercialization of the IP, shall be distributed as follows:

- (a) 50% will be retained by CUE until all CUE Costs of Commercialization to the date of the receipt of such Gross Revenue have been recovered;
- (b) of the remaining Net Revenue:
 - (i) CUE shall receive a 50% share of the Net Revenue, and
 - (ii) the Creator, or the Creators collectively, shall receive a 50% share of the Net Revenue.

7.3 Inter-institutional Obligations: Where IP is developed jointly by a Creator who is a Member of CUE and a member of another institution working at the other institution, rights to IP and Gross Revenue shall be shared between CUE and the other institution, taking into account the policies of both institutions and under a definitive written agreement. The sharing of Gross Revenue will normally take into account the relative contributions of the individuals and their institutions. If the other institution is a CUE-affiliated institution, the sharing of ownership and Gross Revenue shall be governed by agreements in place between CUE and its affiliated institutions regarding the management of IP.

7.4 Commercialization by Creator: In the case of Commercialization through the Creator(s), all Gross Revenue received by the Creator(s) from Commercialization of the IP, shall be distributed as follows:

- (a) 50% will be paid to CUE until all CUE Costs of Commercialization to the date of the receipt of such Gross Revenue have been recovered;
- (b) of the remaining Net Revenue,
 - (i) CUE shall receive a 25% share of the Net Revenue (such amount to be distributed under Section 7.5 (CUE's Share)) , and
 - (ii) the Creator, or the Creators collectively, shall receive a 75% share of the Net Revenue.

7.5 CUE's Share: In the case of Commercialization through the Creator, CUE's share of Net Revenue will be distributed internally as follows:

For each individual IP project:

- (i) Income up to and including \$25,000 shall be kept in a research fund administered by the Vice President Academic and Provost. The fund will be applied to graduate scholarships, indirect costs of research and the development of IP;
- (ii) Income over \$25,000 shall be distributed as follows:
 - 75% to CUE general revenue;
 - 25% to a fund for supporting Commercialization including costs related to legal protection of IP and other activities.

7.6 Modification with respect to implementation of revenue sharing schedule may be implemented on approval of the President.

8. CONSEQUENCES FOR NONCOMPLIANCE

8.1 Failure to comply with this Policy shall be handled according to the applicable Collective Agreement, but CUE or Creator(s) shall also have a right of action against the non-compliant party.

8.2 Non-compliance with this Policy may result in inability to protect Intellectual Property created at CUE, and consequential loss of revenue from Commercialization of such IP. Further, non-compliance may result in liability for Creators and/or CUE, and infringement of patent rights, copyright or other IP rights.

9. DISPUTE RESOLUTION

9.1 If a dispute arises between a Creator(s) and CUE regarding the application of this Policy, the Commercialization of any IP, or any matter covered by this Policy, the dispute shall be resolved in accordance with the *Arbitration Act (Alberta) RSA 2000*, as amended.

AUTHORITIES AND OFFICERS

A list of authorities and officers for the policy:

- a. Approving Authority: Board of Governors
- b. Designated Executive Officer:
- c. Procedural Authority:
- d. Procedural Officer:

RELATED LEGISLATION

RELATED POLICIES AND DOCUMENTS

- Bylaws of the Board of Governors of Concordia University of Edmonton
- Collective Agreement between Concordia University of Edmonton and Concordia University College of Alberta Faculty Association

January 13, 2022

Appendix A4 MOU re: Intellectual Property (Article 17)

Memorandum of Understanding

between

Concordia University of Edmonton

and

Concordia University College of Alberta Faculty Association

Re: Intellectual Property

Notwithstanding any provision(s) of the Intellectual Property policy, the University agrees that all rights in the copyright to teaching materials originally created by a Faculty Member, including but not limited to written lecture material, laboratory manuals, computer programs, databases, multimedia instructional materials and distance education or online courses shall vest in the Faculty Member and may be used by the University only with the Faculty Member's permission.

Disputes that may arise with respect to the outcome of the application of the Intellectual Property policy related to this MOU will be resolved in accordance with Article 25 (Grievance and Arbitration).

APPENDIX A4.1: MOA re: Laboratory Instructional Materials created by Academic Service Officers holding the position of Laboratory Instructors

MEMORANDUM OF AGREEMENT

Re: Laboratory Instructional Materials created by Academic Service Officers holding the position of Laboratory Instructors

BY ENTERING INTO THIS MEMORANDUM OF AGREEMENT, THE PARTIES CONFIRM THEIR AGREEMENT AS FOLLOWS:

1. Notwithstanding Article 17 and Appendix A3: Intellectual Property Policy (Article 17) of the Collective Agreement between the parties, if an Academic Service Officer (“ASO”) appointed to the position of Laboratory Instructor at Concordia University of Edmonton (“CUE”) creates Laboratory Instructional Materials (“lab materials”) in the course of the ordinary performance of their employment duties owed to CUE and as directed by CUE, then CUE owns all copyright (though not moral rights) in those lab materials, and the Laboratory Instructor shall execute assignments with respect to the copyright in lab materials in CUE’s favour. For the purposes of this MOA, Laboratory Instructional Materials (or lab materials) means lab manuals, laboratory exercises, protocols, safety procedures, datasets, grading rubrics, demonstration materials, and related instructional content.
2. Notwithstanding paragraph one (1) above of this Memorandum of Agreement (“MOA”), and unless waived as evidenced in writing, any moral rights that a Laboratory Instructor holds in the lab materials they have created, as provided for under the *Copyright Act* R.S.C., 1985 c.C-42 as may be amended from time to time, shall be held by that Laboratory Instructor. CUE and Concordia University of Edmonton Faculty Association (“CUEFA”) endorse and support the Laboratory Instructors’ right to manage those moral rights. For clarity, where a Laboratory Instructor holds moral rights in lab materials and the Laboratory Instructor, reasonably believing that the lab materials created by that individual are unsatisfactory for a proposed use due to outdatedness, incompleteness, or a potential negative impact to the professional reputation of that Laboratory Instructor, or for other reasonable academic grounds, may request to amend the lab materials. In such circumstances, if reasonably possible, the Laboratory Instructor shall make the necessary amendments to the lab materials to address such concerns. If no other reasonable option exists to remedy the unsatisfactory nature of the lab materials, including without limitation the making of amendments to the lab materials by the Laboratory Instructor, the Laboratory Instructor may request that the use of the lab materials be discontinued. Such a request will not be unreasonably refused by CUE.
3. CUE shall not pressure Laboratory Instructors to waive their moral rights and the same must be relinquished freely and voluntarily, only if the Lab Instructor so chooses. For clarity, there shall be no adverse impact to the employment of Laboratory Instructors for refusing to waive their moral rights (including but not limited to no effect on workload assignment, evaluation, promotion, tenure, or access to future opportunities).
4. Notwithstanding paragraph one (1) of this MOA, where the lab materials were

originally created by a Laboratory Instructor under Canadian copyright law, CUE will acknowledge same in writing on the lab materials and by maintaining records of original authorship. Revisions to lab materials may be made for reasonable academic, safety or pedagogical reasons, with dates of such revisions indicated on the materials in writing. A reasonable effort will be made to also attribute any revisions which constitute original contributions to the lab materials under Canadian copyright law to the individual(s) responsible on the face of the lab materials. In order for CUE to meet its obligations under this paragraph, Laboratory Instructors will disclose to CUE when they create original content for lab materials and will disclose what original content has been added to the lab materials.

5. Nothing in this MOA shall be construed to derogate from the Academic Freedom rights of Laboratory Instructors pursuant to Article 2, or from the existing pedagogical choices of Laboratory Instructors in regards to the instruction that they deliver in the normal course of their duties owed at CUE pursuant to Article 33 of the Collective Agreement between the parties.
6. The Laboratory Instructor shall have an irrevocable, royalty-free, non-exclusive, non-transferable license to use, revise and modify the lab materials created under this MOA for non-commercial purposes only during their employment with CUE and for a period of two years after the date of the cessation of their employment with CUE. For clarity, the Laboratory Instructor shall not license, sell, or otherwise distribute the lab materials to any third party for monetary or other personal gain.
7. Nothing in this MOA shall be interpreted to restrict a Laboratory Instructor from teaching similar subject matter, or from using or creating substantially similar materials, at another post-secondary educational institution, provided that any such materials shall not infringe or violate any copyright CUE holds with respect to the lab materials referred to herein.
8. CUEFA's formal grievance dated August 9, 2024 related to the Intellectual Property rights of ASOs insofar as that grievance relates to the ownership of lab materials created by Laboratory Instructors shall be resolved in accordance with this MOA.
9. Disputes that may arise with respect to the application or interpretation of this Memorandum of Agreement will be resolved through the use of Article 25 (Grievance and Arbitration) of the Collective Agreement.
10. This MOA constitutes the entire agreement between the parties respecting lab materials created by Laboratory Instructors unless amended in writing.
11. Nothing in this MOA shall preclude the parties from negotiating a modified or different agreement or arrangement with respect to copyright, patent, or other intellectual property issues for Laboratory Instructors and/or ASOs during the next round of collective bargaining.

Appendix A4.2: MOA re: Special Arrangement for Course Development for the MISAM & MISSM Online Master's Programs, Faculty of Management

MEMORANDUM OF AGREEMENT

SPECIAL ARRANGEMENT FOR COURSE DEVELOPMENT FOR THE MISAM & MISSM ONLINE MASTER'S PROGRAMS, FACULTY OF MANAGEMENT

WHEREAS the Concordia University of Edmonton ("CUE") wishes to privately contract Faculty Members to develop original online course materials for two programs, namely, the CUE Master's program in Information Systems Assurance Management ("MISAM") and the Master's program in Information Systems Security Management ("MISSM"), in a manner that secures CUE ownership (copyright) of such materials;

AND WHEREAS the original online course materials referred to herein are materials that are anticipated to be used for asynchronous and/or synchronous online instruction;

AND WHEREAS CUE and the Concordia University of Edmonton Faculty Association ("CUEFA") acknowledge that this Memorandum of Agreement ("MOA") relates only to the development of online course materials and not the teaching of such courses;

AND WHEREAS CUE and CUEFA wish to affirm and realize the ownership with respect to teaching materials as provided under the Collective Agreement between the parties (the "Collective Agreement") in accordance with Article 17, Appendix A3 and Appendix A4 of the Collective Agreement;

AND WHEREAS CUE and CUEFA (together, the "parties") also desire to affirm Faculty Members' Academic Freedom rights as set out in Article 2 of the Collective Agreement;

NOW THEREFORE the parties hereby agree as follows:

1. Faculty Members shall have the right to decline the offer to contract privately with CUE to develop online course materials for the MISAM and MISSM programs. There shall be no adverse impact to the employment of Faculty Members for entering into or for declining to enter into such private contracts (including but not limited to no effect on workload assignment, evaluation, promotion, tenure, or access to future opportunities).
2. It is expressly understood and agreed that such contracts will be external to the Faculty Members' duties owed to CUE pursuant to Article 8 of the Collective Agreement, and the development of the online course materials for the MISAM and MISSM programs will not fall under the jurisdiction of the Collective Agreement. For clarity, such contracts will fall under the category of "Outside Employment" in accordance with Article 8.12 and shall provide that all copyright in any such online course materials shall be owned and assigned to CUE.
3. For further clarity, CUE will not require or direct that any Faculty Member, as part of or within the scope of a Faculty Member's Article 8 responsibilities or duties owed to CUE, perform any subsequent revisions, updates or adaptations to, or the

creation of derivative works from, any of the online course materials owned by CUE and created as a result of the private contracts contemplated herein.

4. Where CUE requires revisions, updates or the redevelopment of the course materials owned by CUE and created as a result of a private contract contemplated herein, the original creator (contractor) Faculty Member shall be provided with the right of first refusal to enter into a supplementary private contract to provide such required amendments or changes for the CUE.
5. Other than as specified within this MOA, if a Faculty Member creates online course materials for the MISAM and MISSM programs (“materials”) pursuant to a separate, written agreement between that Faculty Member and CUE, that agreement shall address the arrangement between CUE and the Faculty Member regarding ownership and/or other interest(s) in those materials, including without limitation the ownership of Intellectual Property relating to those materials, and the remuneration paid for the creation of the same.
6. For absolute clarity, Faculty Members shall continue to own all materials developed in the normal execution of their Article 8 duties, if such ownership is provided for in Article 17, Appendix A3 or Appendix A4 of the Collective Agreement.
7. Nothing in this MOA shall be construed to derogate from the existing pedagogical choices of Faculty Members in regards to the specific course content created and delivered in the normal course of their duties owed to CUE pursuant to Article 8 of the Collective Agreement.
8. Nothing in this MOA shall be construed as an agreement to discontinue or to otherwise impede or prohibit the teaching by Faculty Members (in the normal course of their Article 8 duties owed to CUE) of courses and with materials owned by Faculty Members that are similar to the online courses that are anticipated to be taught with the CUE-owned course materials, provided that any such activity by Faculty Members shall not infringe or violate any Intellectual Property rights CUE holds with respect to any course materials. For clarity, Faculty Members shall not be required or directed to teach courses using CUE-owned course materials.
9. Disputes that may arise with respect to the application or interpretation of this MOA will be resolved through the use of Article 25 (Grievance and Arbitration) of the Collective Agreement.

Appendix A5: Salary Schedules for Academic Service Officers (Articles #23 and #36)

SALARY SCHEDULES FOR ACADEMIC SERVICE OFFICERS (Articles #23 and #36)															
2025-26		3%		2026-27		3%		2027-28		3%		2028-29		3%	
STEP	ASO-5	STEP	ASO-5	STEP	ASO-5	STEP	ASO-5	STEP	ASO-5	STEP	ASO-5	STEP	ASO-5	STEP	ASO-5
4	63,241	4	65,138	4	67,092	4	69,105								
5	64,752	5	66,695	5	68,695	5	70,756								
6	66,263	6	68,251	6	70,298	6	72,407								
7	67,774	7	69,807	7	71,901	7	74,058								
8	69,285	8	71,364	8	73,504	8	75,710								
9	70,796	9	72,920	9	75,107	9	77,361								
10	72,306	10	74,475	10	76,709	10	79,011								
11	73,818	11	76,033	11	78,314	11	80,663								
12	75,329	12	77,589	12	79,917	12	82,314								
13	76,839	13	79,144	13	81,519	13	83,964								
14	78,350	14	80,701	14	83,122	14	85,615								
15	79,861	15	82,257	15	84,725	15	87,266								
16	80,659	16	83,079	16	85,571	16	88,139								
17	81,459	17	83,902	17	86,419	17	89,012								
18	82,257	18	84,725	18	87,266	18	89,884								
19	83,056	19	85,548	19	88,114	19	90,758								
20	83,854	20	86,370	20	88,961	20	91,630								
21	84,654	21	87,193	21	89,809	21	92,503								
22	85,452	22	88,015	22	90,656	22	93,376								
23	86,251	23	88,839	23	91,504	23	94,249								
24	87,048	24	89,660	24	92,350	24	95,120								
25	87,847	25	90,482	25	93,197	25	95,992								
26	88,646	26	91,305	26	94,044	26	96,866								
27	89,444	27	92,127	27	94,891	27	97,738								
28	90,243	28	92,951	28	95,739	28	98,611								
29	91,042	29	93,773	29	96,586	29	99,484								
30	91,841	30	94,596	30	97,434	30	100,357								
31	92,639	31	95,418	31	98,281	31	101,229								
32	93,439	32	96,242	32	99,129	32	102,103								
33	94,237	33	97,064	33	99,976	33	102,975								
34	95,035	34	97,886	34	100,823	34	103,847								
35	95,833	35	98,708	35	101,670	35	104,720								
36	96,632	36	99,530	36	102,516	36	105,592								
37	97,431	37	100,354	37	103,364	37	106,465								
38	98,229	38	101,176	38	104,211	38	107,338								
39	99,028	39	101,999	39	105,059	39	108,211								
40	99,827	40	102,821	40	105,906	40	109,083								
41	100,626	41	103,645	41	106,754	41	109,957								
42	101,424	42	104,467	42	107,601	42	110,829								

Appendix A6: ~~MOU re: Laboratory Instructors (Article 41)~~ **[vacant]**

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Memorandum of Understanding

Between

Concordia University of Edmonton

And

Concordia University College of Alberta Faculty Association

August 5, 2025

Re: Joint Committee Terms of Reference

Whereas the parties have agreed to a Joint Committee as part of Article 3 of the Collective Agreement;

And whereas the Joint Committee does not currently have terms of reference;

The parties agree as follows:


1. Within 30 days following the ratification of the Collective Agreement, the parties will meet to discuss terms of reference for the Joint Committee.
2. The terms of reference will be determined by mutual agreement between the parties.

Dated this 5 day of August, 2025 in Edmonton, Alberta.

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Agreed to on (date) Aug 5/25

Signing for the CUCA Faculty Association



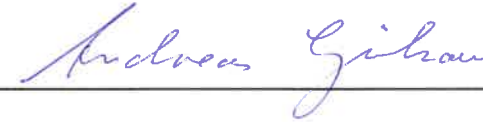
Signing for the CUCA Faculty Association



Signing for Concordia University of Edmonton



Signing for Concordia University of Edmonton



Appendix A8: MOA re: Compensation for Dissertation Research Supervision in the Doctor of Psychology in Clinical Psychology (PsyD) program

Memorandum of Agreement

between

Concordia University of Edmonton

and

Concordia University College of Alberta Faculty Association

Re: Compensation for Dissertation Research Supervision in the Doctor of Psychology in Clinical Psychology (PsyD) program

Dissertation research in the Doctor of Psychology in Clinical Psychology (PsyD) program consists of the course sequence PSY 897 (Candidacy Examination), PSY 898 (Dissertation Research), and PSY 899 (Dissertation Defence).

Supervision for PSY 897 shall be compensated at 0.5 instructional hour equivalents per student and term, to a lifetime maximum of 0.5 instructional hour equivalents for the student.

Supervision for PSY 898 shall be compensated at 0.5 instructional hour equivalents per student and term, to a lifetime maximum of 2.0 instructional hour equivalents for the student.

Supervision for PSY 899 shall be compensated at 0.5 instructional hour equivalents per student and term, to a lifetime maximum of 0.5 instructional hour equivalents for the student.

In the case of co-supervision by multiple Faculty Members, compensation may be split between these faculty members.

The completed instructional hour equivalents, as described above, are credited to the supervising Faculty Member(s) upon:

1. completion of the dissertation research course sequence by the student, or
2. withdrawal from the program by the student, or
3. abandonment of the program by the student.

Articles 8.2.4.5 – 8.2.4.7 of the Collective Agreement apply.

Nothing in this MOA shall preclude Concordia University of Edmonton and Concordia University College of Alberta Faculty Association from negotiating a modified or different agreement or arrangement with respect to compensation for supervising PsyD doctoral candidates through their dissertation research course sequence.

Disputes that may arise with respect to the application or interpretation of this MOA will be resolved through the use of Article 25 (Grievance and Arbitration) of the Collective Agreement.

This MOA expires on June 30, 2029.