



Collective Agreement
between
Concordia University of Edmonton
and
Concordia University College of
Alberta Faculty Association


Duration: July 1, 2021 to June 30, 2025

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Ratified January 14, 2022



John Acheson, Chair
Board of Governors
Concordia University of Edmonton




Glynis Price, President
Concordia University College of Alberta
Faculty Association

January 24, 2022
Date

January 24, 2022
Date



Witness



Witness

January 24, 2022
Date

January 24, 2022
Date

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.
- 1.4 “Agreement” means this Collective Agreement between Concordia University of Edmonton and Concordia University College of Alberta Faculty Association.
- 1.5 “Association” means the Concordia University College of Alberta Faculty Association.
- 1.6 “Bargaining Unit” means the unit for which the Association is certified by the Alberta Labour Relations Board.
- 1.7 “Board” means the Board of Governors of Concordia University of Edmonton.
- 1.8 “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.

- 1.9 “Conflict of Interest” means a real or apparent conflict between one’s professional or official duties and one's private interests.
- 1.10 “Dean” means the head of a Faculty, including the Dean of Graduate Studies, or equivalent.
- 1.11 “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 “Employer” means Concordia University of Edmonton.
- 1.14 “Faculty” means an academic unit of Concordia University of Edmonton established as such by the Board.
- 1.15 “Faculty Member” means an employee appointed to the position of Assistant Professor, Associate Professor, or Professor who falls within the Bargaining Unit.
- 1.16 “General Faculties Council (GFC)” means the General Faculties Council of Concordia University of Edmonton.
- 1.17 “Grievance” means a claim, dispute, or complaint involving the interpretation, application, administration, or alleged violation of a specific article of this Agreement.
- 1.18 “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.
- 1.19 “Member” means a Faculty Member or Academic Service Officer.
- 1.20 “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 “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 The Parties agree that academic freedom grants Members the right to pursue knowledge and truth in their research and to 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 Academic freedom includes the freedom to challenge established paradigms, to propose new theories, and to debate conventional thinking in all areas of inquiry. 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 Members are free openly to examine, criticize, and dispute various academic points of view. Members are expected to exercise their academic freedom conscientiously by seeking accuracy in all their statements and by respecting other scholarly perspectives.
- 2.6 When speaking and writing outside the institution 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.
- 2.7 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.

- 2.8 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 knowledge. In exercising their legal rights, Members shall not be hindered or impeded by either Party in any manner contrary to this Agreement.
- 2.10 The University recognizes that, as at any academic institution, freedoms are never absolute. 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 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 Only two (2) representatives of the Employer and two (2) representatives of the Association shall be present at any meeting of the Joint Committee.
- 3.4 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 Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the Association.
- 3.6 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 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 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 Once per Institutional Year, upon request, the Employer shall provide the President of the Association the following information concerning each Member:
 - a) Name
 - b) Current rank
 - c) Date and Rank of initial appointment
 - d) A copy of the letter of appointment of any new Member(s)
 - e) Types and durations of leaves in the current Institutional Year

- f) Promotions
 - g) Highest degree reported officially to the Human Resources Department.
 - h) Total service load and the distribution of that load (i.e., instructional and administrative assignments)
 - i) Current annual salary
 - j) Result of most recent advancement in rank application
- 4.8 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 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 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 Upon ratification by the Parties, the Employer will prepare two (2) official copies of the 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 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 days prior to the date of effect of any change in regular dues or assessments.
- 4.13 The dues deducted under this Article shall be remitted each pay period to the account(s) specified by the Association. 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 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 keep a current and available record of all policies, procedures and standards of the institution and provide copies to the Association when such documents are 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 and the appropriate Dean. The appropriate Dean 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) academic credentials;
 - b) program fit with the relevant academic unit;
 - c) evidence of positive teaching performance;
 - d) record of clear potential for a strong research record;
 - e) acknowledgement of the Mission and Vision of the University;

- f) all pre-employment checks and verifications specified in the advertisement for the position; and
 - g) suitability for appointment.
- 7.3 In consultation with the Vice-President Academic & Provost, the Dean establishes a search committee. The search committee includes the appropriate Department Chair and Faculty Members from the same or related discipline, as well as the Dean. The Vice-President Academic & Provost, and the President & Vice-Chancellor may participate ex officio.
- 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 teaching, and research and scholarship.
- 7.5 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.
- 7.6 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 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.
- 7.8 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) Participation in teaching programs, including classroom teaching, supervision and advising students in areas related to the Faculty Member's area of expertise.
- b) 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 of this Article.
- c) Provision of service to the Departments and Faculties of the University and their professional disciplines.
- d) Participation in the governance of the University, its Faculties and Departments.
- e) If requested, dissemination of knowledge to the general public by making available the Faculty Member's expertise and knowledge of the 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 agreement and all changes shall be brought to the attention of the Faculty Association.

8.2 Periods of Responsibility for Faculty Members

8.2.1 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 Teaching

8.3.1 Faculty Members have the responsibility 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 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 Assignment of Teaching

8.4.1 In consultation with 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 Total Teaching Assignment

8.5.1 The teaching assignment value for a course is normally the number of contact hours per week for the course. The teaching assignment for special circumstances such as 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 Dean, in consultation with the relevant Department Chair, and 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 hr per supervised student. Faculty Members may not be compelled to teach Independent Study courses.

8.5.2 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.

For those Faculty Members with less than one (1) year of service the total teaching assignment is reduced by six (6) hour equivalents.

In no case shall a Faculty Member be required to accept more than two (2) hours of teaching equivalents above their total teaching assignment. Faculty Members who accept teaching in excess of their total teaching assignment shall be compensated in one of the following ways:

- a) A reduction in teaching, corresponding to the excess hour equivalent to be taken within two (2) years of the excess assignment, or
- b) The current sessional stipend.

The form of compensation shall be negotiated prior to the Faculty Member agreeing to the excess teaching.

8.5.3 Teaching responsibilities shall also include maintenance of regular, posted office 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 Service and Administration

8.7.1 Faculty Members have the responsibility to provide service to the Departments and Faculties of the University and to their professional discipline.

8.7.2 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 Examples of Service and participation in governance and administration include:

- a) Membership on standing Departmental, Faculty, and GFC committees;
- b) Serving as GFC representative on the Board of Governors, membership on the GFC, and on ad hoc committees or task forces;
- c) Serving as Department Chair;
- d) Participating in student activities recognized by the University;
- e) Membership on the executive or bargaining team of the Association.

8.7.4 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 chair of their department the relevant 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.

8.8 Internal Research Support

8.8.1 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 Teaching Reduction for Research Purposes

8.8.2.1 To support Faculty Members' research, the University provides a limited number of reduced teaching assignments on a semester-to-semester basis.

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

8.8.2.3 In the adjudication of reduced teaching assignments for a given 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:

- 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.
- c) 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 Application and Review Procedures

- 8.9.1 A Faculty Member may apply on or before November 15 to the Vice-President Academic & Provost or delegate for a reduced teaching assignment normally to begin on the first day of the upcoming Institutional Year (on or about July 1) to the Research and Faculty Development Committee. Applicants will provide in writing:
- a) The nature of the research project, including a brief description of the goals and methodology of the proposed research;
 - b) A time-line for completion of the research project;
 - c) Plans for sharing the research results, such as via publication, presentation to a scholarly conference or to the public;
 - d) Rationale of the urgency for completion of the research project.
- 8.9.2 Reduced teaching assignment for research requests will be considered by the Research and Faculty Development Committee. If a Faculty Member of that body is an applicant, the 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 on or before December 15.
- 8.9.3 Applicants are informed by the Vice-President Academic & Provost of the Research and Faculty Development Committee's recommendation on or before January 15.
- 8.9.4 Faculty Members whose research projects are underway or nearing completion will be given priority.
- 8.9.5 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 The maximum teaching assignment reduction per Faculty Member is twelve hours per Institutional 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. The Dean shall either:

- a) Implement the recommendation, or
- b) Defer the Faculty Member's reduction in teaching for no more than two (2) semesters, on the basis of program delivery needs, providing reasons, in writing, to the RFDC and the Faculty Member.

8.9.9 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 The maximum institutional teaching assignment reduction is 108 hours per Institutional Year, subject to budgetary considerations.

8.9.12 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 Chair Work Assignment

8.10.1 The Dean, after discussion with the Chair, will determine the work assignment of the Chair.

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

8.10.2 Unless otherwise agreed by the Vice-President Academic & Provost, 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 The Faculty Association shall be notified of Chair workload assignments annually on or before September 1.

8.11 Unpaid Professional Activities

8.11.1 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 duties and responsibilities to the University as provided in this Agreement.

8.12 Outside Employment

8.12.1 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) 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) 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. Before coming to a decision, the Vice-President Academic & Provost 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 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 Distance Education and Online Learning

8.13.1 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 for their courses.

8.14 Annual Report on Professional Activities

8.14.1 By June 1 a Faculty Member shall submit to the Vice-President Academic & Provost 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 It is the Faculty Member's responsibility to assemble the material upon which the Annual Report will be based.

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

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

8.14.4 A Faculty Member's Annual Report will be taken into account in their annual performance evaluation.

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) Assistant Professor;
- b) Associate Professor;
- c) 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 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 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, 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 Probationary Appointments

9.6.1 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 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, provided that their probationary appointment has been renewed at the end of the initial appointment in accordance with this Article.

9.6.3 In 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 reduce the length of the probationary period in question.

9.6.4 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, 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 regarding the extension shall be final and binding and not subject to any appeal.

9.6.5 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 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.

9.6.6 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 will include the following:

a) Documentary Review

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) Administrative Evaluations

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) Peer Evaluations

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) Member Response to Evaluations

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) The Dean's Recommendation

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 of a probationary appointment. Following these processes the Dean makes a recommendation to the Vice-President Academic & Provost.

9.7 Timelines and Procedure

9.7.1 Prior to October 1 in the final year of each of the first, second, and third probationary periods (as applicable), or within two months of a Faculty Member applying for Advancement in 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.

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

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

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

9.7.4.1 Following the Faculty Member receiving the Vice-President Academic & Provost's decision letter, the Faculty Member shall have ten (10) business days to notify the Vice-President Academic & Provost in writing of a request for a meeting to consider the Vice-President Academic & Provost's decision (the "Informal Review Meeting"). This Informal Review Meeting shall be held with the Vice-President Academic & Provost, Dean, 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. 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's decision. Within ten (10) business days following the Informal Review Meeting, the Vice-President Academic & Provost shall advise the Faculty Member in writing as to whether their decision has changed or not.

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

9.7.6 The 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):

- the Dean of Graduate Studies or an alternate designated by the President & Vice-Chancellor, as non-voting chair of the FRC;
- a Faculty Member chosen by the President;
- 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
- A Faculty Member as appointed by the GFC Executive Committee.

9.7.7 At least five (5) business days prior to the FRC Meeting, the Vice-President Academic & Provost or a designate of the Vice-President Academic & Provost shall submit to the Chair of the FRC and the Faculty Member any materials the Vice-President Academic & Provost intends to rely upon in the review. Within three (3) business days prior to the FRC Meeting, the Faculty Member shall submit to the

Chair of the FRC and the Vice-President Academic & Provost 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 or Vice-President Academic & Provost's designate and the Faculty Member may attend 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 Within ten (10) business days following the FRC Meeting, the FRC shall meet alone to consider and make one of the following recommendations, which shall be communicated along with reasons for the recommendation to the Faculty Member, the Vice-President Academic & Provost and the President & Vice-Chancellor in writing within five (5) business days thereafter:

- a) that a second or third probationary period be offered to the Faculty Member, as applicable;
- b) that no further appointment be offered to the Faculty Member.

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

9.7.10 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 (Grievance and Arbitration).

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 of this Agreement.

10.2 The purpose of the annual performance evaluation is to:

- a) 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) 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 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.
- 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) Deem the Faculty Member's performance to be satisfactory;
- b) Deem the Faculty Member's performance to be unsatisfactory;
- c) 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 academic 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.

10.11 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 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. 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 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 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 Chair, who must have served on the AIRC for at least one year previously, and a 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 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 shall inform the Vice-President Academic & Provost of their intention to apply for promotion in writing on or before October 1, and shall submit their Case File (described in 11.6 and 11.7) electronically to the Vice-President Academic & Provost 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, with a copy at the same time to the Faculty Member, on or before April 15. Where the AIRC cannot reach a unanimous recommendation, the Chair will also submit a written report to the President & Vice-Chancellor summarizing the divergent opinions.

11.3.3 Where promotion is granted, the effective date shall be July 1 of the 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 for this Faculty Member and Institutional Year minus any reduction granted according to 8.9. 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) 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%.
- c) 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%.
- d) 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%.

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, including:
- a) a Curriculum Vitae;
 - b) representative examples of publications or equivalent;
 - c) a list of activities from services and administration provided to the University, the broader community, government or society;
 - d) a self-evaluation;
 - e) copies of letters received from the AIRC on the occasion of previous applications for advancement;
 - f) a Case File (described below);
 - g) statement of their probationary or permanent appointment status in accordance with this Agreement;
 - h) any other relevant information.

11.6 Case File – In applying for promotion, a Faculty Member shall prepare a Case File to

demonstrate 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 must supply an advancement teaching dossier, which may include but not be limited to:

- a) A teaching philosophy statement, that is, explanatory material about aims and methods of teaching written and submitted by the candidate;
- b) Course descriptions, syllabi, bibliographies, or other material distributed in courses;
- c) Material descriptive of courses submitted to other bodies (e.g., departmental or University curriculum committees);
- d) Letters of reference from colleagues;
- e) 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) 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 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) 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) Publications in non-peer reviewed disciplinary publications such as book reviews, opinion and review pieces in newspapers, magazines

- or online publications;
- c) Participation in discipline-related professional association(s) or committees;
- d) Presenting workshops or papers or being a panel member at a discipline, teaching or sectoral-related conference;
- e) Attendance at discipline, teaching or sectoral-related conferences;
- f) Professional development activities to maintain currency in teaching and scholarship;
- g) Non-peer reviewed presentations;
- h) Developing or revising university curriculum and courses;
- i) Developing and disseminating innovative teaching and learning strategies;
- j) Creation of resources or programs to support teaching;
- k) Compiling scholarly bibliographies and annotated resource lists;
- l) References and citations, and copies of printed or electronic publications, papers/posters presented at scholarly conferences, and other materials selected by the candidate;
- m) Citation by others in the field;
- n) Evidence of reception of grants, fellowships, or awards;
- o) Evidence of participation in funded research;
- p) Substantial creative works relevant to the discipline or scholarly field which have been made public;
- q) Documentary evidence of exemplary practice in professional fields, which may include written research, and policy or practice monographs; and
- r) 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 must supply an explanatory cover letter and may supply other supporting documentation including but not limited to:

- a) 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) letters from colleagues, committee chairs, and/or supervisors;
- c) annual and/or ad hoc reports;

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

11.8 An application for advancement in rank from Associate Professor to Professor 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. A copy of the applicant's written application package 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 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 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 days of receipt of the AIRC's decision, inform the Vice-President Academic & Provost 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 (Grievance and Arbitration) and/or a substantial piece of new evidence related to the Candidate's application affecting the recommendation. Based on this submission the Vice-President Academic & Provost or their designate shall decide whether to proceed with reconsideration.

11.12.2 Within five (5) business days of receipt of the applicant's request, the Vice-President Academic & Provost (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) 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) the Vice-President Academic & Provost 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. submit in writing any further information or materials that the applicant considers relevant for the reconsideration;
 - ii. advise the Chair in writing whether the applicant wishes to appear in person before the AIRC appeal committee to make additional submissions, and
 - iii. 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 (11.13.2 (b) i-iii) no later than ten (10) business days after having been advised by the Vice-President Academic & Provost 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) business days following receipt of the materials identified in (11.13.2 (b) i-iii), or twenty-five (25) business days following formation of the AIRC appeal committee, whichever is the later. These meetings

will be confidential. The AIRC appeal committee will advise the Applicant and President & Vice-Chancellor of its recommendation on the reconsideration in writing within five (5) business days following their reconsideration meeting, or in the event that a meeting with the Applicant and/or witness is held, within ten (10) business days following that meeting.

11.12.4 The President & Vice-Chancellor 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 disagrees with a recommendation by the AIRC or the AIRC appeal committee that a Faculty Member should be advanced, then the President & Vice-Chancellor will submit the issue back to AIRC or the AIRC appeal committee for reconsideration before making a final decision.

11.12.5 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 agreement.

13 Discipline: Faculty Members

13.1 Discipline is always within the discretion of the Vice-President Academic & Provost. Deans, Chairs, and other supervisors may also take corrective measures short of discipline, limited to issuing letters of warning or expectation.

- 13.2 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.
- 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 Any person may make a complaint to the Vice-President Academic & Provost about the conduct of a Faculty Member, including in the complaint a detailed description of the conduct or matter complained of. 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 shall act as the complainant.

13.5 Upon receipt of a complaint about a Faculty Member, the Vice-President Academic & Provost shall, in their discretion:

- a) decide to refuse to authorize an investigation if the complaint is vexatious or frivolous;
- b) 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) commence an investigation.

13.6 If the written complaint is not received by the Vice-President Academic & Provost within 180 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. 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, at their discretion, may waive this clause.

13.7 Upon receiving a complaint under this Article 13, the Vice-President Academic & Provost shall:

- a) Within seven (7) business days, send a copy to the respondent Faculty Member and 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 If the Vice-President Academic & Provost authorizes an investigation of the complaint, the Vice- President Academic & Provost shall personally act as the investigator or, in their discretion, appoint another person to act as the investigator.
- 13.9 The investigator:
- a) 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 an advocate from the Faculty Association present at the meeting;
 - b) 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) upon completion of the investigation, shall submit a written report to the Vice-President Academic & Provost, with a copy to the respondent, the complainant, and the Association.
- 13.10 Upon completion and receipt of the investigation report, and before making a decision, the Vice-President Academic & Provost shall offer to meet with the respondent, the complainant, and a representative of the Association and may also require further investigation.
- 13.11 The Vice-President Academic & Provost shall, in writing:
- a) dismiss the complaint, with such decision being final and binding and not subject to appeal; or
 - b) 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).
- 13.12 A Faculty Member may only be disciplined pursuant to this Article, up to and including termination, for just cause.
- 13.13 A Faculty Member shall not be subjected to discipline based on anonymous complaints or information.
- 13.14 In disciplining a Faculty Member following a complaint under this Article or otherwise, the form of discipline may include but is not limited to the following (alone or in combination):
- a) A letter of warning or reprimand. Such letters must be identified as disciplinary measures.

- b) Suspension with pay.
- c) 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) Dismissal.
- e) Another appropriate penalty in the discretion of the Vice-President Academic & Provost.

13.15 In the event that the form of discipline is dismissal, and unless circumstances demand immediate action, the Vice-President Academic & Provost 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. 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 will inform the Faculty Member and the Association in writing as to whether there will be a dismissal of the Faculty Member.

13.16 In cases where there is an immediate threat by the 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 a Faculty Member until the matter can be investigated according to the provisions of this Article. Any such suspension shall be with pay and benefits.

13.17 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 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 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 must inform each individual to whom concerns and allegations were disclosed by the Vice-President Academic & Provost or the investigator that there was no disciplinary action taken.

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. Changes to this policy shall require prior consultation with the Association.

15 Retirement

- 15.1 For the purpose of this Article:
 - a) A Member's normal date of retirement shall be the June 30 coincident with, or following, the attainment of age 65.
 - b) 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) 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 Prior to the normal date of retirement, a Member shall provide written notice of retirement to their Dean with as much advance notice as possible, twelve (12) months is highly recommended. This notice shall be either:
 - a) An irrevocable written notice of retirement, in accordance with the University's Notice of Retirement form, effective on the normal date of retirement. This date can be amended to an earlier date with agreement by the Vice-President Academic & Provost, such agreement shall not be unreasonably withheld. The Dean shall forward the notice of retirement to the Vice- President Academic & Provost or

b) A written notice of intent to defer retirement past the normal date of retirement, in accordance with the University's Notice of Retirement form.

15.3 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 Faculty Member's department Chair, assign in writing to the Faculty Member specific teaching-related responsibilities and other duties which may include supervisory 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. 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 Phased pre-retirement period

15.5.1 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 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 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 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% of duties	3 years	1/3 pay

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

15.6 Phased post-retirement period

15.6.1 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 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 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% of full-time duties	3 years	1/3 pay

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 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 On July 1, 2024, a 1.5% 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 academic year (one 6-credit or two 3-credit courses if credential courses). Faculty Members who exceed the annual maximum are entitled to a 50% education fee waiver for any additional courses.

16.4.2 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 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 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. 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".

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

19 Medical Leave

19.1 In this Article:

- a) 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) 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 of any medical leave and 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 the Dean or Director.

19.3 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 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 Maternity Leave

20.3.1 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 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 The purpose of Maternity Leave is to provide a Member with leave for the purpose of bearing a child.

20.3.4 A Member shall be entitled to take Maternity Leave of up to sixteen (16) weeks in accordance with this Article.

20.3.5 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 A Member who wants to take Maternity Leave shall apply for Employment Insurance (EI) Maternity Benefits to commence on or about the last business 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 During the Maternity Leave, the eligible Member's remuneration shall be as follows:

20.3.7.1 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 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 Parental Leave

Member eligibility for Parental Leave:

20.4.1 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 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 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 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 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 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 business 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.

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

20.4.6.1 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 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 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 To receive remuneration outlined in 20.4.6.1 and 20.4.6.2, the eligible Member must receive EI Parental benefits as described in 20.4.5.

20.5 Child Care Leave Beyond Maternity or Parental Leaves

20.5.1 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 Family Responsibility Leave

20.6.1 A Member is allowed Family Responsibility Leave for a maximum of five (5) working days per Institutional Year.

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

20.7 Bereavement Leave

20.7.1 A Member is allowed Bereavement Leave for a maximum of up to four (4) working days per Institutional Year.

20.7.2 Within this maximum, a Member is allowed leave with 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 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 A Member is allowed leave with pay for one (1) calendar day per Institutional Year, to attend the funeral services of persons who may not be a family member.

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

20.7.6 The Member shall advise the Area 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 Members shall report their Bereavement Leave in advance through the University's online employee reporting system.

20.8 Court Duty Leave

20.8.1 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.

20.8.2 The Member shall notify in writing the Area 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 Members shall report their Court Duty Leave through the University's online employee reporting system.

20.9 Other Leaves

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

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

20.9.3 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 or scholarship intended to enrich the intellectual life of the University. Specifically, a sabbatical leave is to be used for one or more of the following purposes:

- a) research and scholarship, including the beginning of a new and promising line of research and scholarly activity;
- b) 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. Eligibility is not limited by age. Faculty Members may not take more than twelve (12) months of sabbatical leave within any three-

year period.

21.2.3 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 academic year of the 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) a twelve-month sabbatical leave from July 1 to June 30 at:
 - i. 90% salary for a Faculty Member taking a first sabbatical;
 - ii. 80% salary for Faculty Members taking their second or subsequent sabbatical
- b) a six-month sabbatical leave from July 1 to December 31 or from January 1 to June 30 at 100% salary;
- c) 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) 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 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. The Vice- President Academic & Provost 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) Salary while on medical leave will be as per Article 19 (Medical Leave) of this Agreement.
- b) 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) 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 Sabbatical Leave Reports

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 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 to the Faculty Member's 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, 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 attached hereto as part of Appendix "A2" and "A5" to this Agreement shall be retroactive to July 1, 2021.
- 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 Financial Exigency, meaning continuing and structural deficits that threaten the University's ability to operate; or
- 24.1.2 Program Redundancy, 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 Faculty 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 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 shall not authorize the replacement of Members by other instructional staff or the appointment of new instructional staff to the Program. Should the Program be reinstated within that period, or a new 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 Disputes for which there are specific appeal or resolution mechanisms provided in this agreement shall be resolved by those mechanisms and not by the grievance procedures of this Article, with the following exceptions:

25.2.1 In cases in which it is alleged that:

- a) The decision maker acted in bad faith;
- b) The decision maker had a reasonable apprehension of bias; or
- c) There was a significant breach of the principles of procedural fairness.

25.2.2 In 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 Types of Grievance

25.4.1 A grievance may be submitted:

- a) By the Association (a policy grievance);
- b) By the Association on behalf of a Member (an individual grievance);
- c) By the Association on behalf of a group of Members (a group grievance);
or
- d) By the University.

25.5 The Association shall have sole authority over and carriage of all Association and Member grievances.

25.6 Time Limits

25.6.1 Notice of a grievance shall be filed within forty-five (45) calendar days of the date on which the action or omission being grieved occurred, or forty-five (45) calendar 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 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 Parties, shall result in the grievance being deemed withdrawn.

25.6.3 The time limits specified in this Article may be amended by mutual agreement of the Parties in writing.

25.7 Informal Resolution

25.7.1 Before the Association files a formal grievance, a representative of the Association shall meet with the Vice-President Academic & Provost, in order to discuss the matter and any potential for resolution.

25.7.2 This meeting shall take place within fifteen (15) business days of the request for the meeting or such other time as may be agreed, failing which the Association may proceed to file a grievance.

25.7.3 The Vice-President Academic & Provost and the Association shall discuss at the meeting the available means to resolve the grievance.

25.7.4 If the Parties cannot resolve the grievance informally within fifteen (15) business

days following the meeting, the Vice-President Academic & Provost shall deliver a decision in writing to the Association to that effect.

25.7.5 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 Grievance Procedure

25.8.1 If an issue is not resolved in the Informal Resolution stage, the Association shall have sole authority to file a formal grievance or not.

25.8.2 In filing a formal grievance, the Association shall

- a) State the grievance in writing;
- b) Refer to the Article or clause of the Agreement that has been violated or improperly applied;
- c) Summarize the facts giving rise to the dispute; and
- d) Fully state the remedy or relief sought.

25.8.3 A grievance shall be submitted to the President.

25.8.4 The President, or designate, shall meet with the Association within ten (10) business days to attempt resolution of the dispute. If the President and the Association cannot resolve the dispute, then either party may within thirty (30) business days following the formal filing of the grievance refer the matter to arbitration in accordance with the arbitration procedures herein.

25.9 Arbitration

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

25.9.4 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.
- 25.9.6 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 The arbitrator may rule on questions of law and jurisdiction that arise before or during an arbitration.
- 25.9.8 The arbitrator shall issue a decision which shall be final and binding. In the case of a matter heard by 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 The arbitrator shall furnish to the parties a written decision as soon after the conclusion of the hearings as possible.
- 25.9.10 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 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 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 The University and the Association shall share equally the fees and expenses of the arbitrator.
- 25.9.14 Each party shall bear its own costs of presentation to the arbitrator.
- 25.9.15 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.

- 25.10 At any time, the Parties may agree to refer a dispute to mediation with a mutually acceptable mediator. The 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 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 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 Official File during normal business hours. The examination may be carried out in the presence of a person designated by the Director of Human Resources. Members shall not remove their Official File or parts thereof from the office where it is held, nor shall Members 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 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, promotion. Documents related to annual evaluation, 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 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.
- 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

27.1.1 Recognition of Service

In accordance with Clauses 8.7.3 and 8.7.4, 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 counts for service.

27.1.2 One unit of workload release consists of either teaching release of three (3) hour equivalents (see 8.5.1 and 8.5.2) 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).

27.1.3 The 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.

27.1.4 The University shall grant the Association's Chief Negotiating Officer one unit of workload release in addition to any other workload release the Chief Negotiating Officer may have, in years in which bargaining occurs.

27.1.5 The Association may make a request to the Vice-President Academic & Provost

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.

27.1.6 The Association shall notify the Vice-President Academic & Provost 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.

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

27.2 Mail

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 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”).

30 Application of Articles

30.1 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 Employment Outside Concordia
- 12 Re-Entry of Administrators

- 14 Non-Discrimination and Harassment
- 15 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) academic credentials;
 - b) program fit with the relevant area and academic unit as applicable;
 - c) evidence of positive teaching performance, where applicable;
 - d) acknowledgement of the Mission, Vision and Values of Concordia;
 - e) all pre-employment checks and verifications specified in the advertisement for the position; and
 - f) suitability for appointment.
- 32.2 In consultation with the Vice-President Academic & Provost, the Library Director or 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 Dean. The Vice- President Academic & Provost 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 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 business 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) business days each Institutional Year for annual vacation. After fifteen (15) years of service, the annual vacation entitlement shall be twenty-five (25) business 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 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

36.2 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 (CUEPP) 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 courses). Academic Service Officers who exceed the annual maximum are entitled to a 50% education fee waiver for any additional courses.

36.4.2 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 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 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, 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 During the annual review the supervisor may request a meeting with the Academic Service Officer to request more information.
- 37.4 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.
- 37.5 The University will review job descriptions at least annually and bring any changes to the job descriptions to the Faculty Association and any affected Academic Service Officer(s).
- 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 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.

39 Librarians

39.1 Librarians shall normally report to an Assistant Library Director or the Library Director 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

A Librarian's work assignment shall generally be attainable within thirty-seven point five (37.5) hours per week averaged over the month.

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.

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) 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) a current curriculum vitae,
- c) a maximum of five (5) most recent annual reports, and
- d) 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 Promotion 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

The Promotion Committee 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

The Promotion Committee 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. The members of the committee shall choose a chair.

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

Appendices

Appendix A1: MOU re: Annual Evaluation for Faculty Members (Article 10)

Appendix A2: Salary Schedules for Faculty Members (Article 16 & 23)

Appendix A3: Intellectual Property Policy (Article 17)

Appendix A4: MOU re: Intellectual Property (Article 17)

Appendix A5: Salary Schedules Academic Service Officers (Article 23 & 36)

Appendix A6: MOU re: Laboratory Instructors (Article 41)

Appendix A1: MOU re: Annual Evaluation for Faculty Members (Article 10)

MOU – re: Article 10: Annual Evaluation for Faculty Members

Within six (6) weeks of signing of this agreement the parties agree to strike a committee to review the information gathered in the Annual Report. This committee will consist of five (5) individuals appointed by the Vice-President Academic & Provost and five (5) Faculty Members appointed by the Association. The five (5) Faculty Members appointed by the Association shall consist of one member each from the Faculties of Arts, Sciences, Management, and Graduate Studies, and the fifth member shall represent the after-degree programs.

This committee shall make recommendations to the GFC concerning the information gathered in the annual report.

Agreed to on 2021-12-13 (date)

Signing for the Faculty Association (Dale Lindskog) *Dale Lindskog*

Signing for Concordia University of Edmonton (CUE) (Andreas Guelzow) *Andreas Guelzow*

Appendix A2: Salary Schedules for Faculty Members (Article 16 & 23)

Assistant Professor FA3 Grid*				
	2021-2022	2022-2023	2023-2024	2024-2025
Grid level	0% CoLA	0.0% CoLA	0.0% CoLA	1.5% CoLA
1	\$60,837	\$60,837	\$60,837	\$61,750
2	\$62,909	\$62,909	\$62,909	\$63,853
3	\$64,982	\$64,982	\$64,982	\$65,957
4	\$67,054	\$67,054	\$67,054	\$68,060
5	\$69,126	\$69,126	\$69,126	\$70,163
6	\$71,199	\$71,199	\$71,199	\$72,267
7	\$73,271	\$73,271	\$73,271	\$74,370
8	\$75,344	\$75,344	\$75,344	\$76,474
9	\$77,416	\$77,416	\$77,416	\$78,577
10	\$79,489	\$79,489	\$79,489	\$80,681
11	\$81,561	\$81,561	\$81,561	\$82,784
12	\$83,634	\$83,634	\$83,634	\$84,889
13	\$85,706	\$85,706	\$85,706	\$86,992
14	\$87,778	\$87,778	\$87,778	\$89,095
15	\$89,850	\$89,850	\$89,850	\$91,198

*each step would have the individual Faculty Member's differential applied if applicable.

Associate Professor FA4 Grid*				
	2021-2022	2022-2023	2023-2024	2024-2025
Grid level	0.0% CoLA	0.0% CoLA	0.0% CoLA	1.5% CoLA
5	\$74,274	\$74,274	\$74,274	\$75,388
6	\$76,350	\$76,350	\$76,350	\$77,495
7	\$78,422	\$78,422	\$78,422	\$79,598
8	\$80,495	\$80,495	\$80,495	\$81,702
9	\$82,567	\$82,567	\$82,567	\$83,806
10	\$84,640	\$84,640	\$84,640	\$85,910
11	\$86,712	\$86,712	\$86,712	\$88,013
12	\$88,785	\$88,785	\$88,785	\$90,117
13	\$90,857	\$90,857	\$90,857	\$92,220
14	\$92,930	\$92,930	\$92,930	\$94,324
15	\$95,002	\$95,002	\$95,002	\$96,427
16	\$97,075	\$97,075	\$97,075	\$98,531
17	\$99,147	\$99,147	\$99,147	\$100,634
18	\$101,219	\$101,219	\$101,219	\$102,737
19	\$103,292	\$103,292	\$103,292	\$104,841
20	\$105,364	\$105,364	\$105,364	\$106,944
21	\$107,437	\$107,437	\$107,437	\$109,049
22	\$109,509	\$109,509	\$109,509	\$111,152
23	\$111,582	\$111,582	\$111,582	\$113,256
24	\$113,654	\$113,654	\$113,654	\$115,359
25	\$115,726	\$115,726	\$115,726	\$117,462
26	\$117,799	\$117,799	\$117,799	\$119,566
27	\$119,871	\$119,871	\$119,871	\$121,669
28	\$121,944	\$121,944	\$121,944	\$123,773
29	\$124,016	\$124,016	\$124,016	\$125,876
30	\$126,088	\$126,088	\$126,088	\$127,979
31	\$128,160	\$128,160	\$128,160	\$130,082
32	\$130,232	\$130,232	\$130,232	\$132,185

*each step would have the individual Faculty Member's differential applied if applicable.

Professor FA5 Grid*				
	2021-2022	2022-2023	2023-2024	2024-2025
Grid level	0.0% CoLA	0.0% CoLA	0.0% CoLA	1.5% CoLA
7	\$83,574	\$83,574	\$83,574	\$84,828
8	\$85,646	\$85,646	\$85,646	\$86,931
9	\$87,719	\$87,719	\$87,719	\$89,035
10	\$89,791	\$89,791	\$89,791	\$91,138
11	\$91,863	\$91,863	\$91,863	\$93,241
12	\$93,935	\$93,935	\$93,935	\$95,344
13	\$96,008	\$96,008	\$96,008	\$97,448
14	\$98,081	\$98,081	\$98,081	\$99,552
15	\$100,153	\$100,153	\$100,153	\$101,655
16	\$102,225	\$102,225	\$102,225	\$103,758
17	\$104,297	\$104,297	\$104,297	\$105,861
18	\$106,371	\$106,371	\$106,371	\$107,967
19	\$108,433	\$108,433	\$108,433	\$110,059
20	\$110,515	\$110,515	\$110,515	\$112,173
21	\$112,587	\$112,587	\$112,587	\$114,276
22	\$114,659	\$114,659	\$114,659	\$116,379
23	\$116,731	\$116,731	\$116,731	\$118,482
24	\$118,803	\$118,803	\$118,803	\$120,585
25	\$120,875	\$120,875	\$120,875	\$122,688
26	\$122,947	\$122,947	\$122,947	\$124,791
27	\$125,019	\$125,019	\$125,019	\$126,894
28	\$127,091	\$127,091	\$127,091	\$128,997
29	\$129,163	\$129,163	\$129,163	\$131,100
30	\$131,235	\$131,235	\$131,235	\$133,204
31	\$133,307	\$133,307	\$133,307	\$135,307
32	\$135,379	\$135,379	\$135,379	\$137,410

*each step would have the individual Faculty Member's differential applied if applicable.



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

January 13, 2022

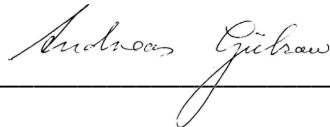
Re: Intellectual Property

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.

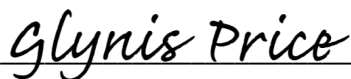
Disputes that may arise with respect to the outcome of the application of the Intellectual Property policy related to this MOU will be resolved in accordance with Article 25 (Grievance and Arbitration).

Dated this 13 day of January, 2022 in Edmonton, Alberta.

On behalf of Concordia University of Edmonton



On behalf of Concordia University College of Alberta Faculty Association



Appendix A5: Salary Schedules Academic Service Officers (Article 23 & 36)

2021-22 0% CoLA

Step	ASO-2	ASO-3	ASO-4	ASO-5
1	45,049	48,814	52,526	56,156
2	46,095	49,982	53,834	57,602
3	47,140	51,150	55,142	59,047
4	48,186	52,318	56,450	60,492
5	49,231	53,486	57,758	61,937
6	50,277	54,653	59,066	63,382
7	51,322	55,821	60,373	64,828
8	52,368	56,989	61,681	66,273
9	53,413	58,157	62,989	67,718
10	54,459	59,324	64,297	69,163
11	55,504	60,492	65,605	70,609
12	56,550	61,660	66,912	72,054
13	57,595	62,828	68,220	73,499
14	58,641	63,995	69,528	74,944
15	59,686	65,163	70,836	76,389
16	60,283	65,815	71,544	77,153
17	60,880	66,466	72,253	77,917
18	61,477	67,118	72,961	78,681
19	62,074	67,770	73,669	79,445
20	62,671	68,421	74,378	80,209
21	63,267	69,073	75,086	80,973
22	63,864	69,724	75,794	81,737
23	64,461	70,376	76,503	82,501
24	65,058	71,028	77,211	83,264
25	65,655	71,679	77,919	84,028
26	66,252	72,331	78,628	84,792
27	66,849	72,983	79,336	85,556
28	67,446	73,634	80,045	86,320
29	68,042	74,286	80,753	87,084
30	68,639	74,938	81,461	87,848
31	69,236	75,589	82,170	88,612
32	69,833	76,241	82,878	89,376
33	70,430	76,892	83,586	90,140
34	71,027	77,544	84,295	90,903
35	71,624	78,196	85,003	91,667
36	72,220	78,847	85,711	92,431
37	72,817	79,499	86,420	93,195
38	73,414	80,151	87,128	93,959
39	74,011	80,802	87,836	94,723
40	74,608	81,454	88,545	95,487
41	75,205	82,105	89,253	96,251
42	75,802	82,757	89,962	97,015

2022-23 0% CoLA

Step	ASO-2	ASO-3	ASO-4	ASO-5
1	45,049	48,814	52,526	56,156
2	46,095	49,982	53,834	57,602
3	47,140	51,150	55,142	59,047
4	48,186	52,318	56,450	60,492
5	49,231	53,486	57,758	61,937
6	50,277	54,653	59,066	63,382
7	51,322	55,821	60,373	64,828
8	52,368	56,989	61,681	66,273
9	53,413	58,157	62,989	67,718
10	54,459	59,324	64,297	69,163
11	55,504	60,492	65,605	70,609
12	56,550	61,660	66,912	72,054
13	57,595	62,828	68,220	73,499
14	58,641	63,995	69,528	74,944
15	59,686	65,163	70,836	76,389
16	60,283	65,815	71,544	77,153
17	60,880	66,466	72,253	77,917
18	61,477	67,118	72,961	78,681
19	62,074	67,770	73,669	79,445
20	62,671	68,421	74,378	80,209
21	63,267	69,073	75,086	80,973
22	63,864	69,724	75,794	81,737
23	64,461	70,376	76,503	82,501
24	65,058	71,028	77,211	83,264
25	65,655	71,679	77,919	84,028
26	66,252	72,331	78,628	84,792
27	66,849	72,983	79,336	85,556
28	67,446	73,634	80,045	86,320
29	68,042	74,286	80,753	87,084
30	68,639	74,938	81,461	87,848
31	69,236	75,589	82,170	88,612
32	69,833	76,241	82,878	89,376
33	70,430	76,892	83,586	90,140
34	71,027	77,544	84,295	90,903
35	71,624	78,196	85,003	91,667
36	72,220	78,847	85,711	92,431
37	72,817	79,499	86,420	93,195
38	73,414	80,151	87,128	93,959
39	74,011	80,802	87,836	94,723
40	74,608	81,454	88,545	95,487
41	75,205	82,105	89,253	96,251
42	75,802	82,757	89,962	97,015

2023-24 0% CoLA

Step	ASO-2	ASO-3	ASO-4	ASO-5
1	45,049	48,814	52,526	56,156
2	46,095	49,982	53,834	57,602
3	47,140	51,150	55,142	59,047
4	48,186	52,318	56,450	60,492
5	49,231	53,486	57,758	61,937
6	50,277	54,653	59,066	63,382
7	51,322	55,821	60,373	64,828
8	52,368	56,989	61,681	66,273
9	53,413	58,157	62,989	67,718
10	54,459	59,324	64,297	69,163
11	55,504	60,492	65,605	70,609
12	56,550	61,660	66,912	72,054
13	57,595	62,828	68,220	73,499
14	58,641	63,995	69,528	74,944
15	59,686	65,163	70,836	76,389
16	60,283	65,815	71,544	77,153
17	60,880	66,466	72,253	77,917
18	61,477	67,118	72,961	78,681
19	62,074	67,770	73,669	79,445
20	62,671	68,421	74,378	80,209
21	63,267	69,073	75,086	80,973
22	63,864	69,724	75,794	81,737
23	64,461	70,376	76,503	82,501
24	65,058	71,028	77,211	83,264
25	65,655	71,679	77,919	84,028
26	66,252	72,331	78,628	84,792
27	66,849	72,983	79,336	85,556
28	67,446	73,634	80,045	86,320
29	68,042	74,286	80,753	87,084
30	68,639	74,938	81,461	87,848
31	69,236	75,589	82,170	88,612
32	69,833	76,241	82,878	89,376
33	70,430	76,892	83,586	90,140
34	71,027	77,544	84,295	90,903
35	71,624	78,196	85,003	91,667
36	72,220	78,847	85,711	92,431
37	72,817	79,499	86,420	93,195
38	73,414	80,151	87,128	93,959
39	74,011	80,802	87,836	94,723
40	74,608	81,454	88,545	95,487
41	75,205	82,105	89,253	96,251
42	75,802	82,757	89,962	97,015

2024-25 1.5% CoLA

Step	ASO-2	ASO-3	ASO-4	ASO-5
1	45,725	49,546	53,314	56,998
2	46,786	50,732	54,642	58,466
3	47,847	51,917	55,969	59,933
4	48,909	53,103	57,297	61,399
5	49,969	54,288	58,624	62,866
6	51,031	55,473	59,952	64,333
7	52,092	56,658	61,279	65,800
8	53,154	57,844	62,606	67,267
9	54,214	59,029	63,934	68,734
10	55,276	60,214	65,261	70,200
11	56,337	61,399	66,589	71,668
12	57,398	62,585	67,916	73,135
13	58,459	63,770	69,243	74,601
14	59,521	64,955	70,571	76,068
15	60,581	66,140	71,899	77,535
16	61,187	66,802	72,617	78,310
17	61,793	67,463	73,337	79,086
18	62,399	68,125	74,055	79,861
19	63,005	68,787	74,774	80,637
20	63,611	69,447	75,494	81,412
21	64,216	70,109	76,212	82,188
22	64,822	70,770	76,931	82,963
23	65,428	71,432	77,651	83,739
24	66,034	72,093	78,369	84,513
25	66,640	72,754	79,088	85,288
26	67,246	73,416	79,807	86,064
27	67,852	74,078	80,526	86,839
28	68,458	74,739	81,246	87,615
29	69,063	75,400	81,964	88,390
30	69,669	76,062	82,683	89,166
31	70,275	76,723	83,403	89,941
32	70,880	77,385	84,121	90,717
33	71,486	78,045	84,840	91,492
34	72,092	78,707	85,559	92,267
35	72,698	79,369	86,278	93,042
36	73,303	80,030	86,997	93,817
37	73,909	80,691	87,716	94,593
38	74,515	81,353	88,435	95,368
39	75,121	82,014	89,154	96,144
40	75,727	82,676	89,873	96,919
41	76,333	83,337	90,592	97,695
42	76,939	83,998	91,311	98,470

Appendix A6: MOU re: Laboratory Instructors (Article 41)

Memorandum of Understanding

between

Concordia University of Edmonton

and

Concordia University College of Alberta Faculty Association

January 13, 2022

Re: Laboratory Instructors


The parties agree that, in response to the addition of the Senior Laboratory Instructor position within Article 41, an investigation will be initiated for the purpose of discussing the workload and responsibilities of the Laboratory Instructors and Senior Laboratory Instructors.

This work will be conducted by the members of the Joint Committee.

This work will commence within three (3) months of the signing of this collective agreement.

Dated this 13 day of January, 2022 in Edmonton, Alberta.

On behalf of Concordia University of Edmonton



On behalf of Concordia University College of Alberta Faculty Association