

**CONCORDIA UNIVERSITY OF
EDMONTON**

("the Employer")

-and-

**CONCORDIA UNIVERSITY COLLEGE
OF ALBERTA FACULTY ASSOCIATION**

("the Association")

**Ingoing Proposal of the Board
Non-Monetary Items**

Without Prejudice

June 11, 2025

The following proposal is submitted without prejudice by the Employer as a package and will be treated as such until such time as the Employer expressly agrees in writing to sever any one article or group of articles from any others.

The Employer reserves the right to table new proposals, amend, respond to and/or delete proposals, at any time throughout the course of bargaining, always in accordance with the law. The Employer intends to table its monetary proposals at a later date.

Any agreements reached at the bargaining table are subject to ratification.

To facilitate reading of this document.

- Text ~~CROSSED~~ out and highlighted in yellow means that the Employer proposes to take out that text.
- Text in **BOLD RED** means that the Employer proposes to add the new text to the Collective Agreement, or signals areas where the Employer intends to table language at a later date.
- Any text highlighted in blue needs to be reviewed and updated once we have the rest of the text finalized.
- Errors and omissions excepted.

COLLECTIVE AGREEMENT

BETWEEN:

CONCORDIA UNIVERSITY OF EDMONTON

and

CONCORDIA UNIVERSITY COLLEGE OF ALBERTA FACULTY ASSOCIATION

Duration:

[The Employer intends to table its proposal regarding the term of the Collective Agreement as part of its monetary proposal, at a later date.]

The Employer proposes that the following Articles of the Collective Agreement be signed off with current language, notwithstanding consequential amendments being proposed to these Articles by either party as a result of agreed-to changes signed-off during the course of bargaining to Articles or Letters of Understanding not appearing on this list:

- Preamble
- Article 2 (Academic Freedom)
- Article 3 (Agreement Review and Amendment)
- Article 6 (Strikes and Lockouts)
- Article 14 (Non-Discrimination and Harassment)
- Article 18 (Faculty Member Vacation)
- Article 22 (Travel at the Request of the University)
- Article 28 ([Vacant])
- Article 31 ([Vacant])
- Article 33 (Work Assignment and Other Responsibilities)
- Article 34 (Academic Service Officer Vacation)
- Article 35 (Medical Leave)
- Article 39 (Librarians)
- Article 40 (Field Placement Coordinators)

1 Definitions

[...]

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

[...]

4 Recognition, Representation and Association Dues

[...]

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

[...]

4.7 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) ~~f)~~ Highest degree reported officially to the Human Resources Department.
- h) ~~g)~~ Total service load and the distribution of that load (i.e., instructional and administrative assignments)
- i) ~~h)~~ Current annual salary
- j) ~~i)~~ Result of most recent advancement in rank application

[...]

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~~ **the Employer** at the beginning of each quarter of the calendar year. The Association shall indemnify and save harmless the Employer from any claim made against it pursuant to the deduction or non-deduction of Association dues.

5 Employer Rights

[...]

5.2 The Employer will **maintain a public repository of institutional policies** ~~keep a current and available record of all policies, procedures and standards of the institution~~ and **will** provide ~~copies~~ **notice** to the Association when ~~such~~ **policy** documents **in the repository** are revised.

7 Initial Appointments: Faculty Members

7.1 The responsibility of initiating continuing Faculty Member appointments is that of the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic** and the appropriate Dean. The appropriate Dean conducts a review of the need for the position in consultation with the Faculty Members of the relevant department.

[...]

7.3 In consultation with the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic**, 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~~ **Provost and Vice-President Academic**, and the President & Vice-Chancellor may participate ex officio.

[...]

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~~ **Provost and Vice-President Academic**.

[...]

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~~ **Provost and Vice-President Academic**.

[...]

8 The Faculty Members' Rights, Responsibilities and Work Assignment

[...]

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~~ **8.6.1** of this Article.
- c) Provision of service to the Departments and Faculties of the University and their professional disciplines **according to 8.7 of this Article**.
- 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.

[...]

8.2.2 Normally the Spring and Summer period is available to Faculty Members for vacation, professional development, **research**, 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.

[...]

8.3.1 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 (**see 8.1 (a)**).

[...]

8.5.2 **The total teaching assignments for all Faculty Members is eighteen (18) hour equivalents.** ~~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.

[...]

~~8.5.4~~ 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.

[...]

~~8.8.2~~ **8.9 Teaching Reduction for Research Purposes**

~~8.8.2.1~~ **8.9.1** To support Faculty Members' research, the University provides a limited number of reduced teaching assignments on a semester-to-semester **an Academic Year** basis.

~~8.8.2.2~~ **8.9.2** Reductions in teaching assignments are not available for personal research contracts with personal remuneration.

~~8.8.2.3~~ **8.9.3** In the adjudication of reduced teaching assignments for a given **Academic Year** priority will be given to Faculty Members who have received an external research grant that will be active during the period being requested.

~~8.8.2.4~~ **8.9.4** 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: **Where external grants permit the provision of funds to hire a teaching replacement for the Faculty Member, the Faculty Member shall seek such funding. If such funding is awarded and is sufficient to cover the full cost of a teaching replacement, the Faculty Member shall contact their Dean and notify them, who in turn, will advise the Provost and Vice-President Academic. A reduction in teaching for research purposes for a Faculty Member that has received funding to cover the full cost of a teaching replacement needs to be disclosed to the appropriate Dean by end of the Institutional Year that precedes the Academic Year for which a reduction in teaching is sought. The Faculty Member is not required to submit an application for a reduction in teaching for these research purposes.**

- a) Where grants permit the provision of funds to hire a teaching replacement for the Faculty Member, the Faculty Member shall seek such funding.
- b) Depending on the nature of the particular teaching reduction sought, reduction of committee and advisement responsibilities will be determined by the Vice President Academic & Provost in consultation with the appropriate Dean. The Faculty Member will not be required to undertake any new or additional committee or other service work during the reduction in teaching.
- 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.

8.9.5 Application and Review Procedures

8.9.1 **8.9.5.1** A Faculty Member may apply on or before November 15 to the **Vice President Academic & Provost Provost and Vice-President Academic** or delegate for a reduced teaching assignment **for** normally to begin on the first day of the upcoming **Institutional Academic** Year (on or about July 1) to the Research and Faculty Development Committee. Applicants will provide in writing:

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

8.9.3 **8.9.5.3** Applicants are informed **of the decision** by the **Vice President Academic & Provost Provost and Vice-President Academic on their reduction in teaching request** 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~~ **8.9.5.4** The Research and Faculty Development Committee **or equivalent** will rank the applications based on their merit according to criteria developed by the committee and made available to Faculty Members on the University website.

~~8.9.6~~ **8.9.5.5** The maximum teaching assignment reduction **for research purposes** per Faculty Member is twelve hours per **Institutional Academic** Year.

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

~~8.9.8~~ **8.9.5.6** 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. **Upon receipt of reduction in teaching results for their respective Faculty Members,** ~~the~~ The Dean shall either:

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

~~8.9.9~~ **8.9.5.7** The Faculty Member shall submit an annual written report to the RFDC **or equivalent** which accounts for their use of time during tenure of the teaching assignment reduction by June 30.

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

~~8.9.11~~ **8.9.5.8** The maximum institutional teaching assignment reduction **for research purposes** is 108 hours per **Institutional Academic** Year, subject to budgetary considerations.

~~8.9.12~~ **8.9.5.9** Faculty Members receiving this reduction in teaching for research purposes remain in the full-time employ of the University. Normal salary increments will apply, and the time involved in the reduced teaching assignment for research will count toward sabbatical leave.

[...]

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

8.10.3 A Chair's teaching assignment reduction will include at least six teaching contact hours over the ~~a~~ **Academic** ~~y~~ **Year**.

[...]

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~~ **Provost and Vice-President Academic**. Before coming to a decision, the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** shall seek the advice of the Dean, who shall first consult the Member's department chair for advice on the potential impact of the outside employment on the academic unit and shall consider the relationship of the proposed employment to the Member's area of specialization or expertise at the University.

[...]

8.13.1 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~~ **University's learning management system** for their courses.

[...]

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

[...]

8.14.3 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 Provost and Vice-President Academic** as necessary for government reporting or other purposes.
-

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

[...]

- 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 58 to 67 month** probationary appointment, and does not have their probationary appointment further extended **for an additional one (1) year** in accordance with **9.6.4**, 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 **9.6.4**, 9.7.2 or 9.7.8, then they will have **until the end of this extended probationary period 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.

[...]

- 9.6.2 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) 34 to 43 month** probationary appointment **ending at the end of June**, 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 Provost and Vice-President Academic**, 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~~ **Provost and Vice-President Academic**, on the recommendation of the Dean, may extend the probationary period by the length of the leave. The decision of the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic** regarding the extension shall be final and binding and not subject to any appeal.
- 9.6.5 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 (**see Article 8.1**).
- 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~~ **Provost and Vice-President Academic**.

[...]

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

- a) 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 **Should** the AIRC sends a recommendation to the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** that the Faculty Member advance in rank to Associate Professor, and the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** ratifies **approves** this appointment, then the second probation period ends and permanent status is conferred. If the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** does not ratify **approve** the appointment, the Faculty Member may appeal this decision to the **Faculty Review Committee (FRC)**.

9.7.4 Upon issuance and receipt of the written decision of the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** 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~~ **Provost and Vice-President Academic**'s decision letter, the Faculty Member shall have ten (10) business days to notify the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** in writing of a request for a meeting to consider the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**'s decision (the "Informal Review Meeting"). This Informal Review Meeting shall be held with the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**, 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~~ **Provost and Vice-President Academic**. The purpose of this meeting is to offer the Faculty Member an opportunity to clarify facts or issues relevant to the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**'s decision. Within ten (10) business days following the Informal Review Meeting, the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** shall advise the Faculty Member in writing as to whether their decision has changed or not.

9.7.5 Following the Faculty Member receiving the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**'s letter, the Faculty Member shall have ten (10) business days to notify the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** in writing of a request for review of the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**'s decision by 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 & **Vice-Chancellor**;
- 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~~ **Provost and Vice-President Academic** or a designate of the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** shall submit to the Chair of the FRC and the Faculty Member any materials the ~~Vice-~~

~~President Academic & Provost~~ **Provost and Vice-President Academic** intends to rely upon in the review. Within three (3) business days prior to the FRC Meeting, the Faculty Member shall submit to the Chair of the FRC and the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** or the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**'s designate any materials that the Faculty Member intends to rely upon in the review. The ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** or the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**'s designate and the Faculty Member may attend the 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~~ **Provost and Vice-President Academic** 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.

[...]

10 Annual Evaluation for Faculty Members

[...]

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~~ **Provost and Vice-President Academic**.

[...]

10.10.1.1 The Dean, in consultation with the Faculty Member and the Faculty Member's Department Chair, will explore options to improve the Faculty Member's performance and develop a performance plan that states goals, objectives, and strategies and methods to be employed to achieve the desired improvements in the coming ~~a~~ **Academic** ~~y~~ **Year**, provided that these are consistent with the GFC policies and procedures regarding standards and evaluation and that these are consistent with the

Faculty Member's workload as outlined in Article 8 (Faculty Members' Rights, Responsibilities, and Work Assignment). The performance plan will be signed by the Faculty Member, Chair and Dean. The Dean will provide a copy of the performance plan to the Association.

[...]

11 Advancement in Rank

[...]

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

[...]

- 11.3.1 A Faculty Member shall inform the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** of their intention to apply for promotion in writing on or before October 1, and shall submit their Case File (described in 11.6 and 11.7) electronically to the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** on or before November 1, of the ~~a~~ Academic ~~y~~ Year in which the review is to take place.
- 11.3.2 The AIRC shall make its recommendations in writing and submit them, together with a written statement of the supporting reasons on which each recommendation was based, to the ~~President & Vice-Chancellor~~ **Provost and Vice-President Academic**, with a copy at the same time to the Faculty Member, on or before April 15. Where the AIRC cannot reach a unanimous recommendation, the Chair will also submit a written report to the ~~President & Vice-Chancellor~~ **Provost and Vice-President Academic** summarizing the divergent opinions.
- 11.3.3 Where promotion is granted, the effective date shall be July 1 of the following ~~I~~ Institutional ~~y~~ Year.

[...]

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

[...]

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

- a) 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.

[...]

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

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

[...]

11.10 The AIRC's deliberations will be confidential, and the AIRC's decision shall be

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

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

[...]

11.12.1 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~~ **Provost and Vice-President Academic** or their designate, in writing, of their intention to request a reconsideration of the recommendation. This submission must include the reasons for which the applicant wishes a reconsideration. Specifically, the grounds for granting a review of the decision shall be any of those outlined in 25.2.1 (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~~ **Provost and Vice-President Academic** 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~~ **Provost and Vice-President Academic** (or their designate) shall inform the applicant of the decision and, in the event of a decision to proceed with the reconsideration, direct the GFC to strike an ad-hoc AIRC appeal committee consisting of:

- a) 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~~ **Provost and Vice-President Academic** or their designate, who will serve as Chair and shall inform the applicant of the composition of the committee and invite the applicant to:
 - i. 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 12.2 (b) i-iii) no later than ten (10) business days after having been advised by the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** of the composition of the AIRC appeal committee.

11.12.3 The AIRC appeal committee will meet to deliberate on the reconsideration application no later than ten (10) business days following receipt of the materials identified in (11.13 12.2 (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~~ **11.13** The ~~President & Vice-Chancellor~~ **Provost and Vice-President Academic** will consider the AIRC's recommendation or the recommendation of the AIRC appeal committee and decide whether the Faculty Member should be advanced or not. If the ~~President & Vice-Chancellor~~ **Provost and Vice-President Academic** disagrees with a recommendation by the AIRC or the AIRC appeal committee that a Faculty Member should be advanced, then the ~~President & Vice-Chancellor~~ **Provost and Vice-President Academic** will submit the issue back to AIRC or the AIRC appeal committee for reconsideration before making a final decision.

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

The Employer maintains that this article already applies to the entry (and not simply re-entry) of administrators into the bargaining unit. The proposed changes are meant to clarify the existing language and propose a clearer process for the entry of administrators.

12 Entry and Re-Entry of Administrators

12.1 Re-Entry

12.1.1 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.

12.1.2 Re-entry to the bargaining unit happens at the end of any administrative leave taken subsequently to the cessation of the administrative appointment or position.

12.1.3 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.

12.2 Entry

12.2.1 An administrator who was granted a faculty rank upon appointment shall, upon cessation of the administration appointment or position, regardless of reason, enter the bargaining unit unless otherwise provided for in the appointment contract.

12.2.2 Entry to the bargaining unit happens at the end of any administrative leave taken subsequently to the cessation of the administrative appointment or position.

12.2.3 The selection committee for such an administrative appointment or position shall also serve as the search committee in relation to the academic appointment pursuant to Article 7 of this Collective Agreement.

12.3 Salary Upon Entry or Re-Entry

12.3.1 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~~ **Provost and Vice-President Academic**. 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~~ **Provost and Vice-President Academic**.

[...]

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~~ **Provost and Vice-President Academic** 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~~ **Provost and Vice-President Academic**.

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~~ **Provost and Vice-President Academic** within ten (10) business days of receipt of the Dean's material.

13.3.4 The ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** 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~~ **Provost and Vice-President Academic** chooses to have, the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** 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~~ **Provost and Vice-President Academic** 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~~ **Provost and Vice-President Academic** 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~~ **Provost and Vice-President Academic (or delegate)** shall act as the complainant.

13.5 Upon receipt of a complaint about a Faculty Member, the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** 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** **Provost and Vice-President Academic** 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** **Provost and Vice-President Academic**. Where circumstances warrant, such as when the complaint involves a breach of criminal law, violent behaviour or threats of violence against a member of the University community, the **Vice-President Academic & Provost** **Provost and Vice-President Academic**, at their discretion, may waive this clause.

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

- a) ~~W~~ within seven (7) business days, send a **copy notice** 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** **Provost and Vice-President Academic** authorizes an investigation of the complaint, the **Vice-President Academic & Provost** **Provost and Vice-President Academic** 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~~ **the respondent may have** 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 **summary** report to the **Vice-President Academic & Provost** **Provost and Vice-President Academic**,

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~~ **Provost and Vice-President Academic** 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~~ **Provost and Vice-President Academic** 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).
- [...]
- 13.13 A Faculty Member shall not be subjected to discipline based on **unsubstantiated** 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~~ **Provost and Vice-President Academic**.
- 13.15 In the event that the form of discipline is dismissal, and unless circumstances demand immediate action, the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** 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~~ **Provost and Vice-President Academic**. 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~~ **Provost and Vice-President Academic** will inform the Faculty Member and the Association in writing as to whether there will be a dismissal of the Faculty Member.

[...]

- 13.18 The ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** 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~~ **Provost and Vice-President Academic** and following consultation with the respondent. In the event that it is determined that there shall be no disciplinary action, the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** must inform each individual to whom concerns and allegations were disclosed by the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** or the investigator that there was no disciplinary action taken.
-

15 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~~ **Provost and Vice-President Academic**, such agreement shall not be unreasonably withheld. The Dean shall forward the notice of retirement to the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** 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.

[...]

- 15.5.2 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~~ **Provost and Vice-President Academic** of the commencement date of the phased pre-retirement period. A Faculty Member shall be entitled to a phased retirement period and shall agree to retire immediately upon completion of the phased retirement period. This retirement date shall be irrevocable.

[...]

16 Salary and Benefits

The Employer will table its proposal regarding changes to salary and benefits as part of its monetary proposal, at a later date.

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"**.
-

19 Medical Leave

[...]

- 19.2 A Member shall inform their ~~Chair, Dean or Director~~ **direct supervisor and Human Resources** of any medical leave **through the University's online employee reporting system** and, **if the leave is expected to exceed two (2) days**, provide an estimate of its duration. A Member may be required to submit a Medical Ability to Work Certificate to Human Resources upon request from their **direct supervisor or Human Resources** ~~Dean or Director~~.

[...]

20 Leaves of Absence

[...]

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

~~20.3~~ **20.2** Maternity Leave

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

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

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

~~20.3.4~~ **20.2.4** A Member shall be entitled to take Maternity Leave of up to sixteen (16) weeks in accordance with this Article.

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

~~20.3.6~~ **20.2.6** A Member who wants to take Maternity Leave shall apply for Employment Insurance (EI) Maternity Benefits to commence on or about the last 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~~ **20.2.7** During the Maternity Leave, the eligible Member's remuneration shall be as follows:

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

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

sufficient to bring total remuneration to 95% of regular salary.

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

Member eligibility for Parental Leave:

~~20.4.1~~ **20.3.1** A Member who has twelve (12) months or more of continuous employment with the University is entitled to up to seventy-eight (78) weeks of combined maternity and parental leave. This includes up to sixty-two (62) weeks of parental leave, of which twelve (12) weeks of parental leave may be paid top-up parental leave by the University.

~~20.4.2~~ **20.3.2** A Member who has less than twelve (12) months of continuous employment with the University is entitled to up to seventy-eight (78) weeks of combined maternity and parental leave. This includes up to sixty-two (62) weeks of unpaid parental leave.

~~20.4.3~~ **20.3.3** The purpose of Parental Leave is to provide childcare necessitated by the birth or adoption of a child. The parental leave must commence within fifty-two (52) weeks of the child's birth or placement.

~~20.4.3.1~~ **20.3.3.1** A Member who intends to apply for Parental Leave for adoption shall notify their Dean or Director if they are on an adoption placement waiting list, and as soon as possible when the date of the adoption is confirmed.

~~20.4.4~~ **20.3.4** A Member who intends to apply for Parental Leave for non-adoptions shall inform the appropriate Dean or Director in writing at least six (6) weeks prior to the start of the requested parental leave.

~~20.4.5~~ **20.3.5** 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~~ **20.3.6** During Parental Leave, an eligible Member's remuneration shall be as follows:

~~20.4.6.1~~ **20.3.6.1** If EI determines that there shall be an unpaid waiting period before EI Parental Benefits begin, the Member's remuneration during that unpaid waiting period shall be 95% of regular salary less deductions, to be funded in full by the University. For the balance of the Parental Leave period, the Member's remuneration shall consist of EI Parental Benefits plus supplementary salary from the University that is sufficient to bring total remuneration to 95% of regular salary.

~~20.4.6.2~~ **20.3.6.2** If EI determines that there shall not be any waiting period before EI Parental Benefits begin, then the Member's remuneration (up to twelve (12) weeks) shall consist of EI Parental Benefits plus supplementary salary from the University that is sufficient to bring total remuneration to 95% of regular salary.

~~20.4.6.3~~ **20.3.6.3** If a Member is not eligible for EI Maternity or Parental benefits, they will similarly be ineligible for supplemental top-up of remuneration from the University related to Maternity or Parental Leaves in accordance with this Article.

~~20.4.6.4~~ **20.3.6.4** 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~~ **20.4 Benefits During Child Care Leave Beyond** Maternity or Parental Leaves

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

~~20.6~~ **20.5 Family Responsibility Leave**

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

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

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

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

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

~~20.6.4~~ **20.5.4** When, owing to an emergency, a Member must be absent from regular

duties and responsibilities before a leave application can be processed, the Member shall advise the Area Chair and appropriate Dean or Director of the circumstances as soon as reasonably possible and provide an estimate of the time that the Member expects to be absent from duties.

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

~~20.7~~ **20.6** Bereavement Leave

~~20.7.1~~ **20.6.1** A Member is allowed Bereavement Leave for a maximum of up to four (4) ~~working~~ **business** days per Institutional Year.

~~20.7.2~~ **20.6.2** 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~~ **20.6.3** Also within this maximum, a Member is allowed leave without pay in the event of death of any of the following family members:

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

~~20.7.4~~ **20.6.4** A Member is allowed leave with pay for one (1) calendar day per

Institutional Year, to attend the funeral services of persons who may not be a family member.

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

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

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

~~20.8~~ **20.7** Court Duty Leave

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

~~20.8.2~~ **20.7.2** 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~~ **20.7.3** Members shall report their Court Duty Leave through the University's online employee reporting system.

~~20.9~~ **20.8** Other Leaves

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

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

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

21 Sabbatical

[...]

21.3.1 Priority among Members seeking sabbatical leaves shall be determined on the basis of number of years of full-time or full-time equivalent service to

Concordia since the end of the ~~a~~Academic~~y~~Year of the ~~f~~Faculty Member's last sabbatical leave. Among the applicants with the same priority level, preference will first be given to those without leave of absence since their last sabbatical and then to those eligible for a first sabbatical.

[...]

- 21.6.1 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 ~~a~~Academic~~y~~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.

[...]

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

[...]

21.8.3 The Research and Faculty Development Committee shall decide which of the requests are consistent with the purpose for which sabbatical leave is granted and forward recommendations for their approval to the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**. The ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** grants final approval. If there are

more eligible candidates than can be accommodated, selection of sabbatical leave recipients will be based in accordance with this Article and on the merits of the sabbatical proposal. If the sabbatical proposal is unacceptable in the views of both the Dean and the Research and Faculty Development Committee, approval may be denied even if the applicant's priority and the number of available sabbatical leaves would otherwise qualify the proposal for approval.

[...]

- 21.9 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.

[...]

21.11 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~~ **added** to the Faculty Member's **official file** ~~Annual Report on Professional Activities for that year.~~

23 Effective Date

The Employer will table its proposal regarding Article 23 as part of its monetary proposal, at a later date.

24 Reduction in Force Through Financial Exigency or Program Redundancy

[...]

- 24.6 For a period of two Institutional Years following termination of the program, the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic** shall not authorize the replacement of Members by 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

[...]

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

[...]

25.7.3 The ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** and the Association shall discuss at the meeting the available means to resolve the 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~~ **Provost and Vice-President Academic** shall deliver a decision in writing to the Association to that effect.

[...]

25.8.3 A grievance shall be submitted to the President **& Vice-Chancellor**.

25.8.4 The President **& Vice-Chancellor**, or designate, shall meet with the Association within ten (10) business days to attempt resolution of the dispute. If the President **& Vice-Chancellor** 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.

[...]

26 Official File

[...]

- 26.2 Maintenance of the Official File shall be the responsibility of the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic** or designate. The file shall be kept in a secure location.

[...]

- 26.4 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 **Provost and Vice-President Academic** ~~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.

[...]

27 Association Work

[...]

- 27.1.3 **In every Academic Year,** ~~t~~ 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 **Academic Y** years in which bargaining occurs.
- 27.1.5 The Association may make a request to the ~~Vice President Academic & Provost~~ **Provost and Vice-President Academic** to purchase additional units of workload release at full replacement costs for its Members to carry out Association work. Such approval will not be unreasonably withheld.

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

[...]

29 Application and Recognition

[...]

29.2 The following Articles of this Collective Agreement apply to the Academic Service Officers:

- 1 Definitions**
- 2 Academic Freedom**
- 3 Agreement Review and Amendment**
- 4 Recognition, Representation and Association Dues**
- 5 Employer Rights**
- 6 Strikes and Lockouts**
- 8.12 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**

30 [Vacant] ~~Application of Articles~~

Intentionally left blank.

~~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

32 Appointments

[...]

- 32.2 In consultation with the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**, 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~~ **Provost and Vice-President Academic** and the President & Vice-Chancellor may participate ex officio.

[...]

36 Salary, Payroll and Other Benefits (ASO)

The Employer will table its proposal regarding changes to salary and benefits as part of its monetary proposal, at a later date.

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~~

Provost and Vice-President Academic (as applicable) with the input and recommendation of the direct supervisor of the Academic Service Officer being reviewed.

[...]

38 Discipline

[...]

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 ~~S~~supervisors or other representatives of the University will
 - i. consult with Human Resources and the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic**; 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.

[...]

41 Laboratory Instructors

[...]

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~~ **Provost and Vice-President Academic**. 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~~ **Provost and Vice-President Academic** with a copy to the applicant. The decision of the ~~Vice-President Academic & Provost~~ **Provost and Vice-President Academic** shall be conveyed to the applicant in writing no later than April 15.

Appendices:

Appendix A1: MOU re: Annual Evaluation for Faculty Members (Article 10)	Renew
Appendix A2: Salary Schedule for Faculty Members (Article 16 & 23)	CUE will table a revised Appendix A2 as part of its monetary proposal
Appendix A3: Intellectual Property Policy (Article 17)	Renew as amended (see below)
Appendix A4: MOU re: Intellectual Property	Delete
Appendix A5: Salary Schedule Academic Service Officers (Articles 23 & 36)	CUE will table a revised Appendix A5 as part of its monetary proposal
Appendix A6: Laboratory Instructors (Article 41)	Delete

INTELLECTUAL PROPERTY POLICY

For the most recent version of this policy, please go here: [link to be added here](#)

University Policy No.: TBA

Classification: Governance

Approval Authority: Board of Governors

Effective Date: TBA

Supersedes: GV1101 – Intellectual Property Policy

Last Editorial Change:

Mandated Review: TBA

Associated Procedures:

Commercialization of Intellectual Property and Revenue Sharing Procedure

1. POLICY PURPOSE

Intellectual property (referred to herein as “IP”) plays an essential role in the Research and teaching functions of CUE. This policy sets out the principles, rights and responsibilities in relation to the creation, use and ownership of IP in the context of the activities carried out at or relating to 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 a Member of CUE who is the creator, author or inventor, whether alone or jointly with others, of IP as further described in section 4.1 herein.
- **CUE** - means Concordia University of Edmonton.
- **CUE License** - is defined in section 4.3(b) herein.
- **CUE Resources** – means CUE-related resources, which include but are not limited to: (a) release time from regularly assigned duties where the primary purpose of the release time is the creation of IP; (b) direct discretionary investment by CUE of funds, or staff or the purchase of special equipment for the primary purpose of the creation of IP; (c) or use of CUE’s physical structures, Research laboratories, capital equipment, technical facilities including computing resources, services or personnel for the primary purpose of the creation of IP. 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; or
 - the payment of overhead costs associated with the CUE's administration of external funds.
- **External Work** - means IP that is created by an employee, contractor, or consultant completely independent of, and separate and apart from, any relationship (whether employment-based, contractual or otherwise) with CUE, any duties and responsibilities to CUE, or any support from CUE, and without the use of any CUE Resources.
 - **Gross Revenue** - means all royalty revenue and other income arising in whole or in part from Commercialization of the IP, or its related technologies, products, services or processes (which shall include profit sharing, upfront and lump-sum payments and monies from the sale of equity shares).
 - **Institutional Work** - means IP created at the request or direction of CUE, under written agreement with CUE, and/or for the primary purpose of CUE's use, exploitation or Commercialization, whether created by an employee, contractor, or consultant. Institutional Work includes, but is not limited to, non-academic research, policies, procedures, manuals, reports, software code or website design materials, guidelines, presentations, all materials created during the lifecycle of course development (such as course architecture, course design and content and digital production), administrative training awareness materials, including materials developed as part of professional development, and other content that is primarily for the administration and operations of CUE.
 - **Intellectual Property or IP** - means any form of knowledge or expression created with one's intellect that can be owned by a person, or to which a person may hold rights, and that can be protected by laws relating to patents, copyrights, trademarks, integrated topography, industrial designs, or any other intellectual property laws. Intellectual Property includes, but is not limited to, such things as inventions, computer software recorded in any format, works of art, works of authorship, 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.
 - **Intellectual Property Disclosure Form** - means the form used to disclose IP, in the form attached to or linked within the Commercialization of Intellectual Property and Revenue Sharing Procedure.
 - **Member of CUE** – means all academic staff, staff, academic colleagues, administrators, students, visiting or adjunct scholars and professors, fellows and chairs, emeriti, holders of postdoctoral 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 Intellectual Property Policy.
 - **Public Disclosure** - means 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 that is not Institutional Work, and which is created by an employee, contractor, or consultant that takes the form of one or more of the traditional kinds of academic output related to Research and publication (such as scholarly publications relating to Research, inventions, scientific discoveries, and technological innovation). For clarity, all works and materials created for courses, including course architecture, course design, course presentation materials, lectures and teaching or laboratory manuals are Institutional Work, and do not constitute Traditional Academic Work.

3. SCOPE OF THIS POLICY

This Policy applies to all Members of CUE, and any IP created in the course of employment or a contract with CUE. This Policy is subject to the provisions of any specific employment agreement or other contract for services. To the extent that there is any conflict or inconsistency between a provision of this Policy and a provision of any specific employment agreement or contract for services, the provision of such employment agreement or contract for services shall govern to the extent of the conflict or inconsistency.

4. DISCLOSURE AND OWNERSHIP

4.1 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) Notwithstanding anything to the contrary contained in this Policy, this Policy recognizes that collaborative or co-operative effort may involve several Creators, or may involve creators, authors, inventors or joint owners who are not subject to this Policy, and whose rights in the IP may prevent licensing, Public Disclosure or Commercialization. The joint contribution by other creators, authors, inventors to IP who are not Members of CUE shall not impact the applicability of this Policy to all aspects of the contributions to IP by Members of CUE. Each Creator shall use their best efforts to promptly obtain such legal consents and agreements, in writing, as may be required to give effect to this Policy.
- (c) Where there are two or more Creators of the same IP, 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.

4.2 Disclosure:

- (a) A Creator of IP may decide to publish Traditional Academic Work, and acknowledges that Public Disclosure of any Traditional Academic Work may affect legal protection of the IP related thereto. A Creator of Institutional Work may not publish or make any Public Disclosure of any aspect of same without first obtaining express written consent to same from CUE.

- (b) If CUE or the Creator expresses interest in or seeks to pursue any Commercialization of any Institutional Work or any Traditional Academic Work, the Creator shall promptly make full and complete disclosure of such IP to CUE, using the Intellectual Property Disclosure Form, in accordance with the Commercialization of Intellectual Property and Revenue Sharing Procedure. Full and timely disclosure of the Institutional Work or the Traditional Academic Work to CUE must occur prior to the point that the Creator pursues Commercialization or pursues any Public Disclosure that may affect legal protection of such IP.

4.3 Ownership:

- (a) Any and all Institutional Work and associated IP rights are owned by CUE. CUE controls all rights to this content, including the rights to publish, share or Commercialize the Institutional Work. Any revenue generated from the Institutional Work belongs to CUE.
- (b) If any Traditional Academic Work is created by a Member of CUE using CUE Resources, then the Creator is the first owner of the Traditional Academic Work and associated IP rights (unless such ownership and IP rights have been ceded in whole or in part to a third party or CUE), subject to the following: (1) CUE's right to share in any profits or an ownership stake in any entity created for the purposes of Commercialization, as may be set out in any applicable agreements or procedures, if such IP is Commercialized; and (2) CUE's absolute right to use and modify the Traditional Academic Work under a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable license for teaching, educational and non-commercial purposes (the "**CUE License**"). CUE may support the Creator's protection and management of such Traditional Academic Work in its sole discretion.
- (c) Any External Work is owned by the Creator. CUE has no claim to this type of IP, nor any responsibility to provide resources, or assist with IP protection or management.
- (d) In cases where CUE is the owner of IP protected under Canada's *Copyright Act*, the Creator will:
- (i) irrevocably waive any and all Moral Rights in the copyrighted work unless otherwise agreed by the Creator and CUE in writing; and
 - (ii) subject to section 4.2(a) herein, have a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable license to use, revise, and modify the copyrighted work for non-commercial purposes only and upon reasonable advance written notice to CUE.
- (e) There shall be a rebuttable presumption that, when IP has been created by a Member of CUE within his/her/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.
- (f) Any Member of CUE asserting any rights in any IP that is, or is based on or copied from, work created, authored, or invented by a third party, must demonstrate, via documentary evidence, that such Member of CUE is entitled to such rights. Subject to the terms of this Policy, in the event a Member of CUE revises or otherwise alters work owned by a third party, such Member of CUE shall only have rights to that IP to the extent such revision or alteration can be separated from the original work.

5. COMMERCIALIZATION

- 5.1 Commercialization Generally:** Neither the Creator nor CUE is required or obliged to Commercialize any IP. In keeping with CUE's scholarly and 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.

5.2 Options for Commercialization: If a Creator wishes to Commercialize Traditional Academic Work, the Creator has two options:

- (a) the Creator may Commercialize independently of CUE under section 5.3; or
- (b) the Creator may Commercialize with the assistance of CUE under section 5.4.

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

5.3 Commercialization by the Creator: The Creator may elect to undertake the Commercialization of the Traditional Academic Work independently of CUE, subject to:

- (a) the provisions of the CUE License;
- (b) any revenue-sharing obligations for Traditional Academic Work (section 6);
- (c) any obligations granted to third parties under any applicable funding or other agreements; and
- (d) any rights that CUE may have under the Commercialization of Intellectual Property and Revenue Sharing Procedure.

5.4 Commercialization by CUE: If the Creator elects to Commercialize the Traditional Academic Work with the assistance of CUE, CUE will have the final decision in whether to proceed 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 Traditional Academic Work, the Creator will provide an assignment of ownership of the Traditional Academic Work 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 Traditional Academic Work by CUE will be subject to:

- (a) the provisions of the CUE License;
- (b) any revenue-sharing obligations for Traditional Academic Work (section 6);
- (c) any rights or obligations granted to third parties under any applicable funding or other agreements; and
- (d) any rights or obligations that CUE may have under the Commercialization of Intellectual Property and Revenue Sharing Procedure.

6. REVENUE SHARING

- 6.1 Revenue Sharing:** In the case of Traditional Academic Work, Revenue from Commercialization will be shared as per Sections 6.2 (Commercialization by CUE), 6.3 (Inter-institutional Obligations), and 6.4 (Commercialization by Creator).
- 6.2 Commercialization by CUE:** In the case of Commercialization of Traditional Academic Work through CUE under section 5.4 herein, all Gross Revenue received by CUE from Commercialization of the Traditional Academic Work shall be retained and/or distributed as follows (or as otherwise determined and implemented following written approval of the President of CUE from time to time):
- (a) 100% will be retained by CUE until all CUE's Costs of Commercialization have been recovered by CUE; and then
 - (b) of the remaining 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.
- 6.3 Inter-institutional Obligations:** Where Traditional Academic Work is developed jointly by a Creator who is a Member of CUE and a member of another institution and working at the other institution, rights to such IP and revenue shall be shared between the relevant parties in accordance with a definitive written agreement to be entered into by the relevant parties, taking into account the policies of both institutions. The sharing of revenue will normally take into account the relative contributions of the Creator and the institutions. If the other institution is a CUE-affiliated institution, the sharing of ownership and revenue shall be governed by any agreements in place between CUE and its affiliated institutions regarding the management of IP.
- 6.4 Commercialization by Creator:** In the case of Commercialization of the Traditional Academic Work by the Creator under section 5.3 herein, all Gross Revenue received by the Creator from Commercialization of the Traditional Academic Work shall be distributed as follows:
- (a) 50% will be paid to CUE until all of CUE's Costs of Commercialization have been recovered by CUE, with the other 50% being retained by the Creator; and then
 - (b) of the remaining revenue:
 - (i) CUE shall receive a 25% share of the Net Revenue (such amount to be distributed in accordance with section 6.5 herein (CUE's Share)); and
 - (ii) the Creator, or the Creators collectively, shall receive a 75% share of the Net Revenue.
- 6.5 CUE's Share:** In the case of Commercialization of the Traditional Academic Work through the Creator under section 5.3 herein, CUE's share of Net Revenue will be distributed internally as follows for each individual Traditional Academic Work project:
- (a) Income up to and including \$25,000 shall be kept in a research fund administered by the Vice-President Academic and Provost of CUE. The fund will be applied to graduate scholarships, indirect costs of research and the development of IP; and
 - (b) Income over \$25,000 shall be distributed as follows:
 - (i) 75% to CUE's general revenue;
 - (ii) 25% to CUE's fund for supporting Commercialization including costs related to legal protection of IP and other activities.

6.6 Modification of these revenue sharing provisions may be implemented on written approval of the President of CUE.

7. CONSEQUENCES FOR NONCOMPLIANCE

7.1 Failure to comply with this Policy shall be handled according to the applicable collective agreement, employee agreement or other contract (if applicable).

7.2 Non-compliance with this Policy may result in the inability to protect IP, and consequential loss of revenue from Commercialization of such IP. Further, noncompliance may result in liability for the Creator and/or CUE, and infringement of patent rights, copyright or other IP rights. CUE may establish other procedure(s) for determining any consequences for non-compliance with this Policy from time to time.

8. DISPUTE RESOLUTION

8.1 Unless CUE otherwise establishes a procedure(s) for the resolution of disputes that arise under this Policy, 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 through binding arbitration in accordance with the *Arbitration Act* (Alberta) RSA 2000, as amended.

9. AUTHORITIES AND OFFICERS

9.1 The following is a list of authorities and officers for the policy:

- (a) Approving Authority: Board of Governors
- (b) Designated Executive Officer: President and Vice-Chancellor
- (c) Procedural Authority: Vice-President External and International Relations
- (d) Procedural Officer: Associate Vice-President, Innovation

10. RELATED POLICIES AND DOCUMENTS

10.1 The following is a list of related policies and documents:

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