

COLLECTIVE AGREEMENT

between

THE UNIVERSITY OF SASKATCHEWAN

and the

**UNIVERSITY OF SASKATCHEWAN
FACULTY ASSOCIATION (USFA)**

JULY 1, 2017 – JUNE 30, 2023

BE WHAT THE WORLD NEEDS



UNIVERSITY OF
SASKATCHEWAN



**UNIVERSITY OF SASKATCHEWAN-USFA
AGREEMENT HIGHLIGHTS**

Extension of CBA: July 1, 2022-June 30, 2023

Approved by BofG: December 14, 2021

Ratified by USFA membership: January 10, 2022

Compensation

Salary Increases effective July 1, 2022:

- 1.8% adjustment to salary scales (floors, ceilings, and CDI's)
- 1.8% adjustment to base salary for all active employees.

New Article 24.6 – Retirement Incentive

- Incentive available as of date of ratification and will be incorporated as a permanent addition to the CBA

Eligibility:

- Appointments with tenure and continuing status
- Minimum 10 years of service
- Between 55 and 67 years of age
(as of the start of the academic year in which retirement will be effective, e.g. as of July 1)

Incentive:

- One time payment (% of annual salary as of retirement date) based on unused credits towards sabbatical leave, research leave or administrative leave (on the date of retirement):

Years of credit towards Sabbatical, Research, Administrative Leave	One-Time Payment (Percentage of Annual Salary as of retirement date)
0	0%
1	25%
2	30%
3	35%
4	40%
5	45%
6+	50%

Notice requirements:

- Minimum 90 days before effective date of retirement
- Formal notice to be submitted to Department Head, Dean and USFA
- Less than 90 days-notice can be mutually agreed between Employer (Dean) and Employee
- Notification constitutes notice of retirement as per Article 24.2

Effective date of retirement:

- Normally be June 30 of the academic year in which notification occurs

Targeted (One-Time) Retirement Incentive

- Temporary enhancement (one-time) to the terms and provisions introduced under New Article 24.6
- Available only during the **2021/2022** and **2022/2023** academic years
- Incentive available as of date of ratification (one time incentive)

Eligibility:

- Appointments with tenure and continuing status
- 60 years of age during the academic year 2021/22 or 2022/23 (between July 1, 2021 and June 30, 2023)

Incentive:

- One time payment (50% of annual salary as of retirement date)

Notice requirements:

- Minimum 90 days before effective date of retirement
- Notifications of intent to retire shall be received no later than March 31, 2023
- Less than 90 days-notice can be mutually agreed between Employer (Dean) and Employee
- Notice to be submitted to Department Head, Dean and USFA

Effective date of retirement:

- Normally be June 30, 2022 or June 30, 2023
- All retirements must be effective on or before June 30, 2023 to be eligible for this incentive

Other considerations:

- Eligible employees under this incentive who take a sabbatical, research or administrative leave during the 2021/2022 or 2022/2023 academic years shall not be expected to return to service at the University for a period equivalent to the duration of the leave.
- If the expected retirement date is after the date of completion of the leave, employees shall be expected to return to service until the effective retirement date.
- Employees (60 years of age or older) on a RARP shall be permitted to take this Incentive and advance their approved retirement date (incentive amount will be based on actual/RARP salary as of the date of retirement (Article 24.5.10)).
- Eligible employees, based on incentive eligibility criteria, who have previously provided notice of retirement with an effective date of retirement between date of ratification (January 10, 2022) and June 30, 2022, shall be entitled to retire with an incentive as per the terms of the one-time incentive program (50% of annual salary as of retirement date).

NOTE:

- **The Retirement Incentives under New Article 24.6 and the Targeted (One-Time) Retirement Incentive cannot be taken in combination**
- **Notice of retirement will be considered under only one of the available incentives options (either Retirement Incentive under New Article 24.6 or Targeted (one-time) Retirement Incentive)**
- **Payment of incentives provided under the New Article 24.6 or the Targeted Retirement Incentive can be paid in two installments over 2 tax years following the effective date of retirement.**

Enhanced RARP – Article 24.5

- Incentive available as of date of ratification and will be incorporated as a permanent addition to the CBA

Newly negotiated enhancements include:

- Increase of the term of the RARP to a maximum of **60** months
- **Either party** may refer disputes over assigned part-time duties to an Appointments Forum to determine the appropriate assignment of duties.
- The conditions of each reduced appointment, **including whether duties are a proportional or a mutually agreed to reduction**, shall be reviewed by the Joint Committee for the Management of the Agreement. **Conditions to be reviewed shall include the full range of the employee's previously assigned duties.**
- Employees shall retain entitlement to negotiate a further reduction of duties, subject to **minimum of three** months written notice.

Incentive enhancements:

Employees are entitled to receive a portion of their reduction to salary in the form of a top-up to actual salary or as a payment to a research account as follows:

- 60% of the reduction to salary with a commitment to retire after one year
- 30% of the reduction to salary for each of two years with a commitment to retire after two years
- 20% of the reduction to salary for each of three years with a commitment to retire after three years
- 15% of the reduction to salary for each of four years with a commitment to retire after four years
- 12% of the reduction to salary for each of five years with a commitment to retire after five years

Employees who have received confirmation of an approved RARP are not eligible to receive compensation for unused leave (Article 24.6).

- New provisions will apply to anyone currently on an approved RARP as follows (effective January 10, 2022):
 - The remainder of a 1-year RARP (new incentive of 60%)
 - The remainder of a 2- year RARP (new incentive of 30%)
 - The remainder of a 3-year RARP (new incentive of 20%)
- Those who will receive the incentive for the first time will need to notify the Employer whether they wish to receive a top-up to salary or research funds.
- Employees under an approved RARP may advance their approved retirement date and take advantage of the new provisions under Article 24.5, under the following conditions:
 - A two-year RARP may be shifted to a one-year RARP only during the first year of the RARP.
 - A three-year RARP may be shifted to a one-year RARP or a two-year RARP only if they are on the first or second year of the RARP.

MOA #9 – Workload Committee

- Establishment of a Joint Committee (total of 6 members, with each party naming 3 representatives)
- Purpose of the committee is to examine the issue of workload
- Scope and timeline of Committee:
 - Gather information about workload from the Employer and employees across campus
 - Provide recommendations about what procedures, criteria and mechanisms could be put in place to address concerns (expressed by employer and employees) about workload decisions
 - Meet no less than monthly beginning March 2022
 - Report no later than March 2023

Bridge Funding

- Central funds available through the Provost office to support academic units that would need temporary financial support to deliver their programs or projects due to faculty retirements resulting from newly negotiated initiatives
- Funding available over the 2022/23 and 2023/24 academic years
- Request to access funds to be initiated by the Dean of impacted unit (non-departmentalized colleges) and Dean upon recommendation of Department Head of impacted unit (departmentalized colleges)
- Request to be submitted to Provost or Provost's designate for consideration and approval
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DEFINITIONS

Academic Term means the period between the first and last day of lectures as stated in the University Calendar for the first (fall) term T1, the second (winter) term T2, or the third (spring/summer) term T3.

Academic Unit includes a College, Department, School, the University Library, or similar academic structure as established by the University Council and Senate.

Academic Year means the twelve-month period commencing on July 1 of a given calendar year and ending on June 30 of the succeeding calendar year, divided into 3 terms: T1, T2, and T3.

Agreement means the Collective Agreement between the Employer and the Association contained herein.

Association means the University of Saskatchewan Faculty Association.

Board means the Board of Governors of the University.

Chair of the Faculty Association means the Chair of the Faculty Association or the Chair's designate.

College means an academic unit of the University headed by a Dean or Executive Director of a School as established by the University Council and Senate except where such definition conflicts with specific provisions of the Agreement.

Council means the University of Saskatchewan Council.

Dean means the Chief Executive of a College or School, or the Chief Executive's designate, except where such definition conflicts with specific provisions of the Agreement.

Department means an administrative subdivision of a College, including a School within a departmentalized College, as established by the University Council and Senate.

Department Head means the head of a Department or the Director of a School within a departmentalized College.

Employee means any faculty member or librarian included within the scope of the certification order of the Saskatchewan Labour Relations Board.

Employer means the University of Saskatchewan in the same sense used in the certification order of the Saskatchewan Labour Relations Board dated November 20, 2008.

Faculty Member means a person appointed by the Board to the rank of Professor, Associate Professor, Assistant Professor, Librarian, Associate Librarian, Assistant Librarian, Lecturer, Instructor or Special Lecturer.

Full-Time Appointment is one in which the faculty member's assigned duties require full-time employment on a 12-month basis, except that a faculty member appointed for less than a full year shall be designated full-time if the faculty member's period of employment is coincident with an academic term and the assigned duties require full-time employment.

Part-Time Appointment is one in which the employee's assigned duties require less than full-time employment and in which the employee is required to work on the basis of less than full days, less than full weeks, less than an academic term, or in the case of the Library less than six months, or a combination of these. The term "clinical" is applied to certain part-time faculty members of the Health Science Colleges.

President means the President of the University or the President's designate.

Provincial Head means a person holding a joint headship appointment in a clinical department in the College of Medicine and the corresponding provincial department in the Saskatchewan Health Authority.

Sessional Lecturer means a person holding an appointment in scope of the sessional lecturer bargaining unit and who is responsible for teaching a credit course and remunerated on a per- course basis.

Unified Head means the head of an academic Department in the College of Medicine who holds a joint headship appointment in the corresponding clinical department in a health region.

University means The University of Saskatchewan as defined in the *University of Saskatchewan Act, 1995*, as amended up to and including the date of execution of this Agreement.

1. PREAMBLE

- 1.1 The parties recognize that the goal of the University is the attainment of the highest possible standards of academic excellence in the pursuit and dissemination of knowledge, to be achieved principally through teaching, scholarship, research and public service. The parties have respect for and confidence in the collegial decision making processes described in this Agreement. The parties recognize the need for the successful operation of the University as a public institution of higher learning and pledge to co-operate within the purpose and scope of this Agreement and to encourage a climate of freedom, responsibility and mutual respect.

2. PURPOSE AND SCOPE

- 2.1 It is the purpose of this Agreement to promote harmonious relations between the Employer and employees and to facilitate the peaceful settlement of all disputes and grievances affecting the terms and conditions of employment. Both parties recognize that there may be matters which are not covered in this Agreement and agree to use the Joint Committee for the Management of the Agreement as the vehicle for resolving such matters.

3. MANAGEMENT RIGHTS

- 3.1 The Association recognizes the right of the Employer to plan, co-ordinate and direct its resources, assign duties and to manage the affairs of the University provided that all decisions and actions taken are not inconsistent with the provisions of this Agreement.
- 3.2 Concerning disputes that arise over matters that are within the bilateral jurisdiction of the Employer and the Association, absence of specific reference within the Collective Agreement shall not be interpreted to mean that either the Employer or the Association has a unilateral or superior right to determine what is the proper decision or course of action. The Joint Committee for the Management of the Agreement shall be used as the vehicle for resolving such disputes.
- 3.3 The waiver of any provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.

4. UNION RECOGNITION

- 4.1 This Agreement applies to all employees of the University of Saskatchewan covered by the order of the Saskatchewan Labour Relations Board certifying the Association, and by any subsequent orders amending that order issued up to the date of execution of this Agreement. The Employer recognizes the Association as the exclusive bargaining agent for the employees covered by the aforementioned certification in respect of terms and conditions of employment.

No arrangements shall be made hereafter with any employee which are inconsistent with the terms of this Agreement.

- 4.2 All employees who now are, or hereafter become, members of the union shall maintain their membership in the union as a condition of their employment, and every new employee whose employment commences hereafter shall, within 30 days after the commencement of employment, apply for and maintain membership in the union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

5. PAST PRACTICES

- 5.1 All terms and conditions of employment applicable to employees as covered in the Faculty Information Handbook, 1973, shall be maintained during the life of this Agreement unless explicitly altered by this Agreement or by mutual agreement of the Employer and the Association.
- 5.2 All other rights, benefits, privileges and working conditions enjoyed or possessed by employees, collectively or by groups, within 12 months prior to the effective date of this Agreement shall be maintained during the life of this Agreement unless explicitly altered by this Agreement. The Joint

Committee for the Management of the Agreement shall be used as the vehicle for resolving any disputes arising about these past practices.

6. ACADEMIC FREEDOM

- 6.1 The common good of society depends upon freedom in the search for knowledge and in its exposition. Academic freedom in teaching, scholarship and research at the University is essential to society. Accordingly, all employees, whether tenured or not and regardless of prescribed doctrine, are entitled to the exercise of their rights as citizens and to freedom in carrying out research and in publishing its results, freedom of discussion, freedom to teach the subject assigned in classes, freedom to criticize the University and the Association without suffering censorship or discipline. Academic freedom does not require neutrality on the part of the individual, but makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base teaching and research on an honest search for knowledge.
- 6.2 Employees shall not improperly represent themselves as speaking for the University.

7. NON-DISCRIMINATION

- 7.1 The parties recognize the value of diversity, equity and inclusion in the University community and are committed to ensuring equal opportunities for all employees. The parties are also committed to ensuring that there are no barriers or systemic discrimination to the full participation of all employees including women, Indigenous or Aboriginal Peoples (First Nations, Métis, and Inuit), persons with disabilities, persons of a particular race, colour, descent, or national or ethnic origin, persons of disadvantaged groups, or persons of any sexual orientation or gender identity (LGBT+).
- 7.2 The parties are committed to ensuring a positive working environment for all members of the University community and agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any matter included in this Agreement by reason of any personal attributes, physical characteristics or on the basis of any of the prohibited grounds for discrimination as defined, and amended from time to time, by *The Saskatchewan Human Rights Code*, that is religion, creed, marital status, family status (except as provided in this Agreement), sex, sexual orientation, disability, age (except as provided in this Agreement), colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance, gender identity, and membership, inclusion, or activity in the Association or Bargaining unit.
- In addition to these legal restrictions, the parties further agree that the following personal attributes shall also come within the scope of this Article: political affiliation or belief, place of residence (except when determined to be a bona fide occupational requirement), and personal or social lifestyle (except when determined to be a bona fide occupational requirement).
- 7.3 Consistent with the principles of employment equity, diversity and inclusion, the parties are committed to eliminating or modifying those employment policies, practices, and systems, whether formal or informal, shown to have an unfavorable effect on the hiring, retention and promotion of members of designated groups.

8. DUES CHECK-OFF

- 8.1 The Employer agrees to deduct dues as assessed by the Association from the salaries of all employees covered by this Agreement on a monthly basis. An employee may, as a matter of conscience, request, in writing, to the Association that the sum assessed and deducted by payroll checkoff be remitted by the Association on the employee's behalf to a charitable organization. The Executive of the Association may, in its absolute discretion, grant or refuse such a request.
- 8.2 The amounts deducted under Article 8.1 shall be remitted on a monthly basis to the Association no later than the tenth (10th) day of each month. The Association shall advise the Employer, in writing, one month in advance of any changes in the amount of regular monthly dues.

9. STRIKES AND LOCK-OUTS

- 9.1 The Association shall not declare or authorize a strike, work stoppage or similar industrial action by its members while this Agreement is in force provided there is no lock-out or similar industrial action by the Employer.
- 9.2 The Employer shall not declare or cause a lock-out of employees while this Agreement is in force, so long as there is no strike, work stoppage or similar industrial action by the Association.
- 9.3 An employee who refuses to cross a picket line established by another certified bargaining agent in consequence of a strike shall not be in breach of this Agreement, and shall be subject to loss of pay but shall not be subject to any disciplinary action.
- 9.4 During a strike, employees shall not be denied access to University facilities by the Employer or the Association unless the University is officially declared to be closed. The Association agrees, in the event of the University's being closed, that it will not impede access to University facilities of other University employees engaged in the provision of essential services such as patient care, animal care, plant care, fire prevention, security, and operation of the heating plant. The Employer agrees, in the event of the University's being closed, that it will not impede access to the University for employees when it is essential that their research and scholarly work continue.
- 9.5 The Employer shall not refuse to re-employ an employee as a consequence of a strike declared by the Association, or a lock-out imposed by the Employer.

10. TECHNICAL CLAUSES

- 10.1 Validity of the Agreement. All rights and benefits conferred upon employees by federal, provincial, or municipal laws are expressly incorporated in this Agreement except that, where the parties agree that this Agreement confers a superior right or benefit, such superior right or benefit shall prevail. If any law existing or hereafter enacted or if any decision of a court, board, or tribunal of competent jurisdiction shall invalidate any portion of this Agreement, then the remainder of the Agreement shall not be invalidated and the existing rights, privileges and obligations thereof shall remain in existence.
 - 10.1.1 The parties agree that the terms and conditions of employment at the University regarding hours of work, overtime, public holidays and annual holidays are more favourable than those stated in *The Saskatchewan Employment Act*, as amended from time to time.
- 10.2 Copies of Agreement.
 - 10.2.1 The Employer agrees to prepare an electronic version of the Agreement within a reasonable period of time following ratification of the Agreement. The Employer also agrees to provide the Association with two hundred printed copies for its own use, and printed copies to employees on request.
 - 10.2.2 The Employer agrees to provide each new employee, at the time of the employee's appointment with a printed copy of this Agreement.
- 10.3 Amendments to *The University Act*.
 - 10.3.1 The parties agree that on receipt of a formal request or proposal by the Provincial Government concerning an amendment to *The University of Saskatchewan Act*, they will immediately inform the other party of the substance of the request or proposal and provide a copy when available.
 - 10.3.2 The parties agree that if one of them proposes to submit a request to the Provincial Government concerning an amendment to *The University of Saskatchewan Act*, they will provide the substance of the proposed request to the other party prior to the submission to government.
 - 10.3.3 The parties agree that they will forward to the other party a copy of any formal proposal or response that they submit to the Provincial Government concerning an amendment to *The University of Saskatchewan Act*, within seven days of making the submission.
- 10.4 Correspondence.
 - 10.4.1 All correspondence passing between the Employer and the Association arising out of this Agreement or incidental thereto shall be addressed to the President of the University and the Chair of the Association except for matters for which the President or the Chair of the Association has made a written delegation.

- 10.4.2 The Employer annually will inform the Association in writing at the September meeting of the Joint Committee for the Management of the Agreement whom the President has designated to act in the President's stead when the Collective Agreement says "President".
- 10.4.2.1 The Vice-President Academic and Provost may delegate any of the Vice-President Academic and Provost's duties under this Agreement to the Associate Vice-President Academic or Vice Provost, and shall inform the Association in writing of such delegation.
- 10.4.3 Internal mail service or email shall be considered adequate for ordinary purposes of notification.
- 10.4.4 Written notice shall be sent to an employee by prepaid registered mail to the last address supplied in writing by the employee in the event of the following: transfer of an employee, non-renewal of a probationary appointment, denial of tenure, suspension, severance, and dismissal.
- 10.5 Rights and Privileges of the Association.
- 10.5.1 The Employer agrees to provide the Association with reasonable office space, adequate telephone service, and reasonable use of the internal postal service of the University. A charge will be levied by the University for telephone and external postal services that are not otherwise paid for by the Association.
- 10.5.2 The Employer shall provide the Association, free of charge, with suitable meeting rooms on the Employer's premises for the conduct of Association business subject only to normal scheduling requirements and the payment of any extra costs that may be incurred in making special arrangements.
- 10.5.3 The Employer agrees that agents and representatives of the Association shall be permitted to conduct Association business on the premises of the University except when the University is closed during a strike or lock-out of the Association.
- 10.5.4 The Employer recognizes the right of employees to participate in the business of the Association and, accordingly, all employees shall be entitled to rearrangements in their normal duties, without loss of pay or benefits, for purposes of conducting the business of the Association, provided that satisfactory arrangements can be made with, and are approved by, the Department Head or Dean to fulfill the responsibilities of employees so engaged. Employees' service to the Association shall be a matter for consideration in the annual assessment of their work performance.
- 10.5.5 The Employer agrees that photocopying, printing and other reproduction services, computing facilities and audiovisual equipment of the University shall be available to the Association at current rates and subject to the normal scheduling arrangements.
- 10.5.6 The Employer agrees that the Association shall be entitled to have two observers on the Budget Committee of University Council, as well as such observers or representatives on other committees as is specified in this Agreement. Observers and representatives named by the Association shall be bound by the rules of confidentiality that apply to other committee members, except that such observers and representatives shall have the right to provide full information on the committee's procedures and deliberations to the Executive of the Association. The Executive of the Association shall respect the confidential nature of the information provided.
- 10.5.7 Observers and representatives of the Association shall receive agendas, minutes, documentation and all information that is made available to the members of the committee. Observers shall monitor the procedures followed and shall have the right to provide full information on the committee's procedures and deliberations to the Executive of the Association.
- 10.5.8 The Employer agrees that officers of the Association shall have the right to release time without loss of pay and benefits to attend conferences, seminars, etc., in connection with the affairs of the Association and trade union matters, generally, provided that satisfactory arrangements can be made with, and are approved by, the Department Head or Dean to fulfill the responsibilities of employees so engaged.
- 10.5.9 The Employer shall make \$200,000 available annually to fund release time of designated Association representatives from assigned duties. The Employer agrees that representatives of the Association, designated by the Association, shall each have their normal assigned duties reduced to provide service to the Association without prejudice to their salaries, benefits, or any of their rights and privileges within the University. Disputes about the assignment of duties to these employees shall be referred for resolution to the Joint Committee for the Management of the Agreement.

- 10.5.10 The Employer agrees that in relation to Association business, the Association, its officials and its staff shall be free from search and seizure in their persons, their offices, their mail and electronic mail, their files and computer files, and their other records and effects; and that they shall be free from all forms of surveillance, electronic or otherwise, except as may be required by and in accordance with the procedures of the law.
- 10.5.11 Except where a serious allegation of misconduct involving computer use has been made against an employee, the employer agrees that the computer files and electronic mail and media of employees shall not be examined. The Association shall be made aware of any filtering of electronic mail and media for any purpose, including spam filtering.
- 10.6 Information. All information provided for the purposes of this agreement shall be provided in both printed and agreed upon electronic formats.
- 10.6.1 The Employer agrees to provide the Association with the following information:
- (i) an annual list of all employees as of September 30, containing the name, month and year of birth, rank, sex, salary, type of appointment, dues deducted, department, and date of appointment of each employee;
 - (ii) a monthly list of the dues deducted for each employee;
 - (iii) a monthly list of all new appointments of persons with faculty or librarian status with an explanation of why any new appointee should be excluded from the bargaining unit;
 - (iv) a monthly list of all terminations of employees or of all changes in the status or salary of employees;
 - (v) an annual list by September 1 of all employees required to be considered for tenure, those employees who have elected to be considered for tenure, and all employees whose appointments are required to be considered for renewal of probation;
 - (vi) a copy of letters informing new employees of the award of University start-up research and equipment grants.
- 10.6.2 The parties agree to make available to each other upon written request and within a reasonable time thereafter, such information as is necessary for the administration of this Agreement provided it is not confidential and is reasonably available. Matters declared confidential must be clearly shown to be of a personal and private nature or necessarily withheld in the public or institutional interest. This article shall not limit access to confidential information as provided for in other articles of the Agreement. Any disagreement over confidentiality or availability of information shall be resolved by arbitration.
- 10.6.3 The parties agree to make available to each other, upon written request and within a reasonable time thereafter, such information as is necessary for negotiation of a Collective Agreement. Any dispute over what is necessary for the negotiation of a Collective Agreement shall be resolved by arbitration.
- 10.6.4 The Employer will provide the Association with reasonable access to member information via the Human Resources information system. Disputes regarding access to information shall be referred to the Joint Committee for the Management of the Agreement for resolution.
- 10.7 Transition.
- 10.7.1 The parties agree that any proceeding or matter that has commenced prior to the date of ratification of this Agreement and that is affected by a provision of this Agreement shall, unless otherwise agreed by the two parties to this Agreement, or unless specifically provided for in the Agreement, be subject to the appropriate rules and procedures agreed to by the Employer and the Association as being in effect at the time that the matter was initiated and shall not be subject to the provisions of this Agreement.
- 10.8 Employment of Non-Members.
- 10.8.1 The provisions of this Article do not apply to instruction during T3 (see Article 11.2).
- 10.8.2 The Employer shall not allow more than 30% of all credit units taught on campus during T1 and T2 to be taught by non-members of the Association.
- 10.8.3 The Employer shall provide the Association by November 15 of each year, a report, excluding courses identified as St. Thomas More Courses, off campus courses and courses for which there are no academic credit or grade assigned, for the preceding three years showing:

- (i) The proportion of courses and credit units taught in T1 and T2 by members and non-members of the Association including distribution by employment status of the instructor;
- (ii) The distribution by type of instruction for members of the Association in T1 and T2;
- (iii) The distribution by type of instruction for all instruction in T1 and T2.

10.8.4 In the event that the proportion of courses taught by non-members of the Association exceeds the proportion set out in Article 10.8.2, the Employer shall take steps to reduce the proportion of courses taught by non-members. Should the proportion be exceeded for two consecutive years, the matter shall be referred to the Joint Committee for the Management of the Agreement for resolution. In the absence of resolution at Joint Committee for the Management of the Agreement the matter shall be referred to an agreed upon arbitrator for the determination of damages, if any, to be awarded to the Association.

10.9 Conflict of Interest.

10.9.1 The parties recognize that scrupulous avoidance of any real, potential, or perceived conflicts of interest on collegial committees is essential to the preservation of the integrity and credibility of collegial processes.

It is not possible to enumerate all of the situations which could be construed as conflicts of interest; however, for the purposes of interpreting Article 10.9, the following definitions shall apply:

Personal relationship means any relationship to persons of a faculty member's immediate family; any relationship of an intimate and/or financial and/or commercial nature either current or past; a student-supervisor relationship; or any other relationship that may give rise to a conflict of interest.

Conflict of interest means a conflict between a faculty member's duties and responsibilities with regard to collegial processes, and the faculty member's private, professional, business, or public interests.

There may be a real, perceived, or potential conflict of interest when the faculty member:

- (i) would receive professional or personal benefit resulting from a collegial process; or
- (ii) would have a direct or indirect financial interest in the outcome of a collegial process; or
- (iii) would benefit from a decision being made with respect to a person with whom the faculty member has a personal relationship.

The responsibility for identifying conflict of interest rests with the Employer, the committee, and individual faculty member.

Anyone on a collegial committee perceiving such a conflict should raise the issue before the committee prior to engaging in a collegial process. Faculty members should be aware when they have a conflict of interest with respect to the outcome of a collegial process and shall withdraw from participating in the decision when they realize they have a conflict, or when a committee calls it to their attention.

Anyone on a collegial committee who identifies a real, potential, or perceived conflict of interest shall, as soon as possible, and prior to consideration of any question of substance, raise the issue before the committee and declare the nature and extent of the conflict.

The committee shall determine whether a conflict of interest sufficient to compromise the integrity of the collegial process exists. No later than one week following the determination, faculty member(s) who dispute the determination may make a written appeal to the Provost or designate, who shall decide the matter.

A faculty member who has a conflict of interest shall:

- a) refrain from taking part in the collegial process; and
- b) refrain from voting on the matter.

Committees have the right to rule members ineligible to participate in collegial processes described in Article 13 (Appointments), Article 14 (Renewal of Probationary Appointments), Article 15 (Tenure), Article 16 (Promotion), Article 17 (Salary Review Procedures), Article 18 (Ranks and Salaries), and Article 20 (Sabbatical Leave).

- 10.10 Where any provision of this agreement provides for a collegial meeting in a department or college, participation by employees in such meeting shall be by personal attendance or by simultaneous audio and/or video technological means that provide for full collegial participation by all employees.

11. ASSIGNMENT OF DUTIES

- 11.1 Authority to Assign Duties. In departmentalized Colleges, duties shall be assigned by the Department Head following consultation and discussion with faculty at a meeting of the departmental faculty, subject to the approval of the Dean. In non-departmentalized Colleges and the Library, duties shall be assigned by the Dean following consultation and discussion with faculty at a meeting of the College or Library faculty. The process of assignment of duties shall be completed by Department Heads by March 31, and approved by Deans by April 30 for the next academic year. No decision on assignment of duties shall be set aside or reversed only because of technical non-compliance with the dates and times established by this section.

- 11.2 Limitations on Assignment of Duties.

- 11.2.1 Employees are required to perform their duties on a twelve-month basis unless otherwise specified in their letter of appointment or subsequently by amendment in accordance with procedures set out in the Agreement.

The academic year shall be divided into three terms: T1, T2, and T3.

For the purposes of the assignment of teaching duties, with the exception of Instructors and Lecturers, yearly assigned teaching shall be distributed as evenly as possible across a maximum of two terms. One of the three terms shall be designated as a non-teaching term.

Yearly assigned teaching for Instructors and Lecturers shall be distributed as evenly as possible across the three terms. Instructors and Lecturers will not have a non-teaching term.

- 11.2.2 (i) No employee shall be required to teach during their non-teaching term. Teaching classes during a non-teaching term is rewarded with extra compensation in accordance with Article 18.5.1, unless the employee and the employee's Department Head or Dean, in accordance with the procedures specified in Article 11.1, mutually agree to reduce the employee's teaching load at other times during the year on a pro rata basis in lieu of extra compensation.
- (ii) With the exception of Instructors and Lecturers, no employee shall be required to teach during T3 more than once spanning a period of three consecutive academic years.
- (iii) No employee shall be required to teach off-campus, non-credit or outreach classes, unless employees in a particular department or College have been required to teach such classes as part of their assigned duties as a matter of past practice. Where such duties have been voluntary or rewarded with extra compensation, they shall continue to be voluntary and rewarded with extra compensation in accordance with Article 18.5.1, unless the employee and the employee's Department Head or Dean, in accordance with the procedures specified in Article 11.1, can mutually agree to reduce the rest of the employee's teaching load on a pro rata basis in lieu of extra compensation.
- (iv) Teaching assignments for Instructors and Lecturers shall not exceed 30 credit units per academic year.
- 11.2.3 Except in the case of the terms of a joint appointment agreement under Article 13.9 or an associate membership agreement under Article 13.8, no employee shall be required to teach, perform research, or provide services outside of the employee's department or non-departmentalized College or outside of the employee's field of training or experience, except as may be required in accordance with Article 28 or except as may be specified in the letter of appointment or subsequently by amendment to the letter of appointment mutually agreed upon by the Employer and the employee, and subject to the approval of the Association. The Library shall be regarded as a non-departmentalized College for the purpose of this Article.
- 11.2.4 The assignment of teaching schedules shall take into consideration the priorities and integrity of academic programs, the constraints of the physical plant, and the individual preferences of employees.

- 11.2.5 The assignment of duties within the Library shall take account of the full range of responsibilities required for the effective functioning of the Library and the individual preferences of employees.
- 11.2.6 Hours of Work in Library. Subject to Article 11.4, employees may be required to work at specified times including evenings and weekends provided that, except in emergencies, they shall be given seven days notice of the work schedule.
- 11.3 Absence from Duties.
- 11.3.1 Absence from duties for less than one month, except in the case of illness, shall be:
- (i) arranged with the Department Head within guidelines established by the Dean in the case of departmentalized Colleges;
 - (ii) arranged and approved by the Dean in the case of non-departmentalized Colleges;
 - (iii) arranged and approved by the Dean, University Library in the case of the Library.
- 11.3.2 Absence from duties for one month or more, except in the case of illness, requires the approval of the Dean, in addition to that required in Article 11.3.1.
- 11.3.3 Employees shall arrange their vacations with their Department Head or Dean, as the case may be, in accordance with the provisions of Article 19.
- 11.4 Fairness of Assignment of Duties. Duties shall be assigned equitably among employees of a department or a non-departmentalized College taking into consideration:
- (i) the full range of academic responsibilities of individual employees, including teaching, research, scholarly and/or artistic work, Library work, outreach work, administrative work, service to clinical programs, practice of professional skills, and public service and contributions to academic professional bodies and to the Association;
 - (ii) the Guidelines for that academic unit developed pursuant to Article 11.5;
 - (iii) the rank, status (full-time or part-time), and type of appointment (limited term, without term, probationary, or tenured) of individual employees; and
 - (iv) relevant department, College and university standards for renewal of probation, tenure and promotion.
- 11.5 Guidelines for Assignment of Duties.
- 11.5.1 Guidelines shall be developed by each academic unit, discussed at a meeting of the faculty of the unit, and ratified by secret ballot. Each employee shall receive a copy of the Guidelines. Guidelines shall be reviewed periodically or at the request of the Dean, and revised according to the same process.
- 11.5.2 Guidelines shall take into consideration the full range of academic work of employees. Each academic unit shall be responsible for identifying the activities under the following criteria:
- (i) the priorities and integrity of the academic programs of the unit;
 - (ii) The range of work required for renewal of probation, tenure and promotion, and the changing distribution of workload over the careers of employees;
 - (iii) The full range of demands associated with teaching, including the nature of the course, course level and its enrollment, the methods of instruction and evaluation. Academic units may consider activities such as academic coaching, counseling, and mentoring, consultation with students, curriculum and course development, supervising academic and teaching assistants, and, where part of a employee's assigned duties, laboratory demonstration or supervision and tutorials;
 - (iv) Supervisory work that is part of graduate and undergraduate teaching;
 - (v) Research, scholarly, and/or artistic work;
 - (vi) administrative work. Academic units may consider activities such as participation in departmental, college and University committees, participation in Association activities, manuscript and grant

assessments, letters of recommendation, editorial or executive membership and policy research or writing for the profession;

- (vii) Outreach activities;
- (viii) Practice of professional skills;
- (ix) Public service and contributions to academic and professional bodies. Academic units may consider activities such as service to the outside community, service on the editorial board of academic journals, executives of academic or professional bodies, or selection committees for granting agencies;
- (x) Work performed for other academic units or programs, including associate membership agreements and joint appointment agreements under Articles 13.8 or 13.9.

11.6 Grievance over Assignment of Duties. Assignment of duties is subject to the grievance procedures set forth in Article 27.

11.7 Failure to Perform Duties. Failure to perform duties is subject to the discipline procedures set forth in Article 31.

12. PERSONAL FILES

12.1 Data pertaining to the employment of an employee and necessary for the administration of this Agreement shall be placed in a personal file within the office of the employee's Dean; copies of the data contained in the personal file in the Dean's office may also be kept in department files and in the President's Office. In the case of medical reports provided in confidence by an employee's physician for the purpose of complying with the terms of the Academic Long Term Disability Plan, and in that case only, information regarding that employee shall be kept in a separate file in the Human Resources Division, and shall be accessible only to agents of the Employer for the purpose of administration of that plan. Any other requests for access to that information must be approved by the Joint Committee for the Management of the Agreement.

The Employer is responsible for assuring that the personal files within the Deans' offices have all of the relevant data. In particular, material in departmental and other files to be used in connection with renewal of probation, tenure, promotion or salary review shall be contained in the Dean's Office file. Employees are expected to cooperate with designated University officers engaged in the discharge of this responsibility.

12.1.1 No anonymous material, except approved course evaluations, shall be kept by the Employer concerning any employee. Approved course evaluations are those which (a) are approved for use by the faculty of a department (or College in the case of a non-departmentalized College) in committee within guidelines established by the College, and (b) are properly validated instruments of performance evaluation. Information from such course evaluations included in an employee's file shall be aggregated or summarized and shall exclude any anonymous remarks made by students.

12.2 Each employee shall have the right to reasonable access to the entire contents of the employee's own personal file, with the exception of confidential information, as defined in Article 12.3. An employee may authorize a representative of the Association to review the employee's file and summarize confidential information without revealing the source. The summary shall be reviewed and approved by the Dean or the Dean's designate prior to being released to the employee. Examination of the contents may take place only in the presence of the Dean or a person designated by the Dean for this purpose. An employee may not remove any of the contents of the employee's personal file.

12.3 In the case of personal files, confidential information means signed letters of reference and any other letter or document transmitted in confidence which the employee, the employee's Department Head, Dean or other agent of the Employer has solicited in writing. Unsolicited documents and letters containing a serious allegation, whether they are transmitted in confidence or not, may be put in an employee's personal file only if the allegation has been substantiated in accordance with the provisions of Articles 12.3.1, 12.3.2, 12.3.3, 12.3.4, and 12.3.5.

12.3.1 If any document(s) or letter(s) containing a serious allegation of misconduct are received by a Department Head, they shall be transmitted to the Dean. When a Dean receives any document(s) or letter(s) containing a serious allegation of misconduct, the Dean shall undertake an inquiry, which shall include discussing the relevant facts or opinions with the employee. The employee may choose to be accompanied by a representative of the Association during such discussion with the Dean.

- 12.3.2 When an allegation is made against an employee, the Dean shall make the document(s) or letter(s) available to a representative of the Association. The Association representative may summarize the allegation for the employee, without revealing the source of any confidential letter or document to the employee. The summary shall be reviewed and approved by the Dean or the Dean's designate prior to being released to the employee.
- 12.3.3 Following the initial inquiry, the Dean shall:
- (i) Dismiss the allegation, or
 - (ii) Inform the employee of the outcome of the inquiry, and the option(s) for informal resolution, or
 - (iii) Inform the employee of the outcome of the inquiry and the decision to proceed with a formal investigation.
- 12.3.4 If the Dean determines that a formal investigation is warranted, the Dean shall investigate or direct the investigation in accordance with the following:
- (i) Where applicable, the investigation shall follow the procedures prescribed by university policy, and/or corresponding legislation.
 - (ii) All documentation pertaining to the allegation, including the identity of the complainant, shall be forwarded to the employee and the Association.
 - (iii) The employee shall be given an opportunity to respond to the allegation.
 - (iv) The Employer shall provide the Association with copies of any related correspondence with the employee.
 - (v) The employee and the Association shall be notified of the outcome of the investigation.
 - (vi) Upon request, the Employer will release a copy of the investigative report to the Association, subject to appropriate limitations.
- 12.3.5 If the allegation is substantiated, the document(s) or letter(s) may be placed in the employee's personal file normally within 90 days of the receipt of the document(s) or letter(s), provided that the employee is informed and permitted to file any explanation in rebuttal. The fact that the employee was so informed shall be noted in the file.
- 12.3.6 All documents or letters that contain substantiated allegations of misconduct shall be expunged from the personal files after five years.
- 12.3.7 Letters of instruction shall be added to the employee's personal file in accordance with the provisions of Article 30.2.
- Letters of instruction shall be expunged from the personal files after five years, providing no reprimand has been issued to the employee during the intervening period.
- 12.3.8 Letters of reprimand shall be added to the employee's personal file in accordance with the provisions of Article 31.2.
- Letters of reprimand shall be expunged from the personal files after five years, providing no further reprimand has been issued to the employee during the intervening period.
- 12.4 An employee shall have the right to request an inventory of the documents in the employee's own personal file. The inventory shall not identify the author nor the substance of any confidential material, but shall list confidential documents only by date, general subject, purpose for which solicited, and the person by whom it was solicited or whether it was unsolicited.
- 12.5 The employee shall have the right to have included in the employee's personal file the employee's written comments on the accuracy or the meaning of any of the contents of the personal file, and to add any relevant third party documents to the file.
- 12.6 All copies of personal file documents kept in department files pertaining to an employee who has been appointed Department Head shall be transferred to the Dean's office files prior to the faculty member taking office, and retained therein for the duration of the employee's term as head.

- 12.7 Employees, upon written request to the Dean, and at their own expense, may obtain copies of the documents to which they have the right of examination.
- 12.8 Confidential information contained in personal files shall be available, when relevant, to officers of the University and to those employees serving on designated committees who require it for purposes of rendering decisions on matters such as appointment, renewal of probation, tenure award, promotion and salary review, suspension, and dismissal. Otherwise, no confidential information from an employee's personal file shall be made available except as authorized by this Agreement.
- 12.9 Any material in an employee's file which bears on a grievance in which the employee is involved as the aggrieved or the grieved against shall be made available to the Chair of the Association or the Chair's designate, a Grievance Officer and the Arbitrator. Any confidential items shall be clearly identified as transmitted in confidence.
- 12.10 When confidential information is to be used by the Employer or the Employer's agents in the course of proceedings under Article 31 of this Agreement, such confidential information, clearly identified as transmitted in confidence, shall be made available to the Chair of the Association or the Chair's designate, and a Grievance Officer.
- 12.11 Curriculum Vitae
- 12.11.1 On appointment, employees shall provide a curriculum vitae in the University standardized form to their Department Head or Dean. The curriculum vitae shall be in the format specified by the "Guidelines for the Preparation of a Standardized CV" as revised June 2013.
- 12.11.2 Curriculum vitae and curriculum vitae updates will form part of the contents of an employee's personal file. They shall be considered data according to Article 12.1.
- 12.11.3 Except at the request of the employee or with the employee's consent, a curriculum vitae may be released by the Employer only for the purposes of procedures and committees concerned with appointment, renewal of probation, tenure and continuing status, promotion, salary review, and sabbatical leave as outlined in the Collective Agreement, for consideration of honours and awards, or as legally required.
- 12.11.4 The information stored in the curriculum vitae may be used by the Employer for compilation of University, College and Department reports on research and scholarly work. Employees may choose to exclude particular information from appearing in public reports by notating the item(s) on their CV as "Exclude from Public Reports."
- 12.11.5 Subject to timelines and procedures as specified in Article 14.5.9, 15.11.10, 16.6, and 17.5.6 of the Collective Agreement, each employee shall submit to their Department Head or Dean each year Form 1, "New items (items not previously reported)" and Form 2, "Revision of items previously reported and considered". The employee's Department Head or Dean may make suggestions to the employee for additions to, deletions from, or amendments to the employee's curriculum vitae information. Responsibility for determining what shall be forwarded as the employee's curriculum vitae update is the employee's. On request the Employer will provide an employee with a copy of the employee's own stored curriculum vitae.
- 12.11.6 The employee will maintain an updated curriculum vitae with the Employer.
- 12.11.7 Reasonable allowance will be made for employees on leave.
- 12.11.8 Failure or refusal of an employee to maintain an updated curriculum vitae with the Employer or to correct errors in the employee's stored curriculum vitae shall not be introduced as evidence nor shall it be cause for discipline by the Employer under any proceeding initiated under Article 31 of the Collective Agreement.

13. APPOINTMENTS

- 13.1 Appointments to the Faculty. All appointments to the faculty, except Sessional Lecturers, are made by the Board in accordance with the procedures specified in this Agreement.

13.1.1 Academic Ranks. The following are the ranks of academic faculty appointments:

Professor
Associate Professor
Assistant Professor
Lecturer
Instructor
Special Lecturer
Librarian
Associate Librarian
Assistant Librarian

The ranks of Professor, Associate Professor, and Assistant Professor, may be designated:

- (i) Full-time or part-time,
- (ii) Probationary, with tenure, with continuing status, with term, or without term, and/or
- (iii) Clinical.

The ranks of Librarian, Associate Librarian, and Assistant Librarian may be designated:

- (i) Full-time or part-time,
- (ii) Probationary, with tenure, or with term.

The rank of Lecturer may be designated:

- (i) Full-time or part-time,
- (ii) With term or without term.

The rank of Instructor may be designated:

- (i) Full-time or part-time,
- (ii) With term or without term,
- (iii) Clinical.

The rank of Special Lecturer may be designated:

- (i) Full-time or part-time,
- (ii) With term.

13.1.2 Adjunct Professor. An adjunct professor is a faculty member appointed on the recommendation of the College of Graduate and Postdoctoral Studies to participate in graduate student supervision and instruction, and who receives no salary from the University.

13.1.3 Special Lecturers. The special lecturer rank is used for appointments made to accommodate the special requirements of the employee, the Employer, or both and for which the specific salary and other terms and conditions of employment have been approved by the Joint Committee for the Management of the Agreement. The Special Lecturer rank is in-scope of the Association. An appointment to the rank of Special Lecturer is a limited term appointment to which Article 13.3.3.1 applies. In exceptional circumstances, for reasons acceptable to the Joint Committee for Management of the Agreement, a Special Lecturer appointment may be extended to a term longer than 5 years. A Special Lecturer who enters a probationary appointment immediately or within three years after the cessation of the appointment as Special Lecturer shall have the length of the period of probation determined by the Joint Committee for the Management of the Agreement.

13.2 Change in Status.

13.2.1 Full-Time to Part-Time Status. By mutual agreement between the Employer and the employee, the conditions of employment of a probationary or tenured employee, or without term Instructors and Lecturers, except for employees opting for the Reduced Appointment Retirement Plan, may be changed from a full-time to a part-time basis with a corresponding change in salary, provided the following conditions are met:

- (i) The change is approved according to Article 11.1. The employee's assigned duties, while requiring less than full-time employment according to the definition of part-time appointments, do require the employee to work on a basis of 50% or more of full-time.

- (ii) The change is for a defined period of time.
 - (iii) The change is approved by the Provost and Vice-President Academic. In the event that the Provost and Vice-President Academic does not support the change in status, there shall be a meeting of the Appointments Forum according to Article 13.5.2.
 - (iv) The employee shall retain probationary, tenured, or without term status and rank.
 - (v) The change is approved by the Joint Committee for the Management of the Agreement.
 - (vi) The Association will continue to negotiate terms and conditions of employment for those who have become part-time employees according to the provisions of this Article.
- 13.2.2 Part-Time to Full-Time Status. By mutual agreement between the Employer and the employee, the conditions of employment of a part-time probationary or tenured employee, or without term Instructors and Lecturers, except for employees on the Reduced Appointment Retirement Plan, may be changed from a part-time to a full-time basis with a corresponding change in salary, provided the following conditions are met:
- (i) The change is approved according to Article 11.1.
 - (ii) The change is approved by the Search Committee and the Provost and Vice-President Academic. In the event that the Provost and Vice-President Academic does not support the change in status, there shall be a meeting of the Appointments Forum according to Article 13.5.
 - (iii) The employee shall retain probationary, tenured, or without term status and rank.
 - (iv) The change is approved by the Joint Committee for the Management of the Agreement.
- 13.3 Types of Appointment. All full-time faculty appointments at the University shall be made under one of the following conditions:
- (i) for a limited term
 - (ii) without term
 - (iii) on probation
 - (iv) with tenure
 - (v) with continuing status
- 13.3.1 Instructor and Lecturer Appointments. The duties assigned to Instructors and Lecturers differ from the range of duties assigned to the professorial ranks. Instructors and Lecturers are considered teaching appointments and focus on the delivery of instruction in support of academic programs offered by academic units.
- 13.3.1.1 Instructors. The Instructor rank is for appointments where the instruction is associated with the practice of professional skills within a regulated profession. Instructors will normally be required to hold registration within a professional regulatory body, and normally will not hold advanced academic qualifications (masters, doctoral or equivalent post-graduate degrees).
- 13.3.1.2 Lecturers. The Lecturer rank is for appointments where the instruction requires advanced academic qualifications (masters, doctoral or equivalent post-graduate degrees).
- 13.3.2 Probationary Appointments. Appointments to the rank of Assistant Professor, Associate Professor, Assistant Librarian, Associate Librarian, or Librarian are probationary unless otherwise specified (see Articles 13.3.2.3, 13.3.3, 13.3.4). The initial probationary period shall be for three years. A probationary appointment or renewal does not imply ultimate appointment with tenure. Initial appointments taking effect before November 1 shall be considered, for purposes of calculating the period of probationary service, to have been made from July 1 of that year. Initial appointments taking effect on or after November 1 shall be considered, for purposes of calculating the period of probationary service, to have been made from July 1 of the succeeding year. Service in a limited term or without term appointment shall qualify as probationary service under certain conditions, if the employee so elects (see Articles 13.3.3.2 and 13.7.3). The employee may elect to be considered for tenure in any year of the employee's probationary appointment. An employee may be promoted to a higher rank during the probationary period, but an employee so promoted shall complete the probationary period for the rank at which the employee was initially appointed. Continuity of probationary service shall not be interrupted by leave of

absence from the University but the period of leave shall not count as qualifying service for tenure, except as provided for in Article 21.7.1.7.

- 13.3.2.1 Assistant Professor, Assistant Librarian or Associate Librarian. For an employee initially appointed as a full-time Assistant Professor, Assistant Librarian or Associate Librarian, renewal of the probationary period shall be considered in the third year of appointment. The appointment shall be terminated or renewed for an additional three-year probationary term. The employee must inform the Employer by June 15 whether the employee wishes to be considered for tenure in the next academic year. If the probationary period is not renewed or tenure is not awarded, the appointment shall terminate at the end of the academic year. In extenuating circumstances and with the approval of the Joint Committee for the Management of the Agreement, an employee may be permitted to serve one additional year of probationary service. The employee shall forward the request to extend probation because of extenuating circumstances to the Dean with a copy to the Department Head (in a departmentalized College), Vice-President Academic and Provost and to the Association by June 15. Under no circumstance shall years of probationary service exceed seven years.
- 13.3.2.2 Associate Professor or Librarian. For an employee initially appointed as a probationary full-time Associate Professor or Librarian, renewal of the probationary period shall be considered in the third year of appointment. The appointment shall be terminated or renewed for an additional two-year probationary term. The employee must inform the Employer by June 15 whether the employee wishes to be considered for tenure in the next academic year. If the probationary period is not renewed or tenure is not awarded, the appointment shall terminate at the end of the academic year. In extenuating circumstances and with the approval of the Joint Committee for the Management of the Agreement, an employee may be permitted to serve one additional year of probationary service. The employee shall forward the request to extend probation because of extenuating circumstances to the Dean with a copy to the Department Head (in a departmentalized College), Vice-President Academic and Provost and to the Association by June 15. Under no circumstance shall the years of probationary service exceed six years.
- 13.3.2.3 Appointment of Associate Professor or Librarian with Tenure. On the recommendation of the Search Committee and the Provost and Vice-President Academic, an employee initially appointed as an Associate Professor or Librarian may be appointed with tenure, in accordance with Article 13.3.5 if they have previously been awarded tenure at a comparable institution or have completed probationary service at a comparable institution equivalent to the minimum required at the University of Saskatchewan.
- 13.3.2.4 Professors. On the recommendation of the Search Committee and the Provost and Vice-President Academic, an employee initially appointed as a full-time Professor shall be appointed either with tenure, in accordance with Article 13.3.5, or for a period of probation not exceeding two years.
- 13.3.3 Limited Term Appointments. Appointments in accordance with Article 13.3.3.1 designated "with term" shall be for a limited term not exceeding five years, except as described for a Special Lecturer in Article 13.1.3. Limited term appointments are not tenurable.
- 13.3.3.1 Purpose of Limited Term Appointments. Limited term appointments are not a substitute for probationary appointments. They are made in the professorial, librarian, lecturer, or instructor ranks only where a position is not tenurable because:
- (i) it is a replacement for an employee on leave; or
 - (ii) it is a replacement for an employee who is appointed to another position within the University but who retains a tenurable academic rank; or
 - (iii) the appointment is funded from research grants, contracts, or similar sources; or
 - (iv) a position is tenurable, but there has been inadequate opportunity to conduct a satisfactory search for an appointee; or
 - (v) a search has failed to produce a candidate considered suitable for a probationary appointment; or
 - (vi) funds, budgeted for part-time appointments, are combined.

The Association shall be informed of all such appointments, indicating whether they fall into category (i), (ii), (iii), (iv), (v), or (vi). The Association shall be informed of the source of funds under category (iii).

- 13.3.3.2 Length of Limited Term Appointments. The length of the employment period will be clearly stated in the letter of appointment from the President. No right to tenure inheres in any position designated limited term, but full-time service in a limited term appointment may be counted as qualifying service if the employee is subsequently appointed to a tenurable rank, subject to the provisions of Articles 13.1.3, 13.3.2, and 13.7.3. The maximum accumulated period for limited term appointments is five years, except as described for a Special Lecturer in Article 13.1.3.

Appointments of full-time faculty members for less than twelve months shall extend from the date of appointment to the end of the academic year, unless otherwise approved by the Joint Committee for the Management of the Agreement.

- 13.3.3.3 Termination of Limited Term Appointments. Because a limited term appointment automatically terminates on the last day of the stated term with no right of renewal, no reasons need be given for the decision not to reappoint and there shall be no right of grievance or appeal against the decision not to reappoint.

- 13.3.4 Appointments Without Term. These are academic appointments made when faculty status is deemed appropriate although the terms of the appointment and the duties are such as to make the granting of tenure or continuing status inappropriate. Appointments without term are not tenurable and are continued from year to year unless the appointee is given written notice of the termination of the appointment in accordance with Article 13.3.4.5.

No without term appointments shall be made to the professorial or librarian ranks within the bargaining unit without prior approval of the Association through the Joint Committee for the Management of the Agreement.

- 13.3.4.1 Purpose of Appointments Without Term. Appointments without term are not a substitute for probationary appointments. They are made only in cases where there is a significant reason which makes the granting of tenure or continuing status inappropriate. The reasons are:

- (i) salary paid from a research grant or similar source of funds;
- (ii) part-time employment with duties beyond those expected of a sessional lecturer;
- (iii) full-time instructional duties in the case of appointments to the instructor or lecturer ranks;
- (iv) significant non-academic duties;
- (v) concurrent self-employment or employment by another institution.

The Joint Committee for the Management of the Agreement may approve other reasons for without term appointments where the granting of tenure or continuing status is inappropriate.

- 13.3.4.2 Criteria for Appointments Without Term. The following criteria shall be observed for appointments "without term":

- (i) in the case of an appointment to a professorial rank, the appointee shall have an assigned teaching load which is at least one-third of that considered normal for the department or College;
- (ii) the appointee shall have qualifications expected for such rank within the department or College;
- (iii) the appointment shall be made within an academic department or College, and in accordance with normal appointment procedures for the rank.

- 13.3.4.3 Without Term Instructor and Lecturer Appointments. The number of without term Instructor and Lecturer appointments is limited to a combined total of 30. This maximum excludes university employees identified in the list provided to the Joint Committee for the Management of the Agreement, dated July 31, 2018. The employees on this list are excluded from the total of 30 new appointments only if they are appointed to the rank of without term Instructor or without term Lecturer prior to August 1, 2021.

Appointments shall be made in accordance with the search and appointment procedures of Article 13. No appointments in excess of the new 30 without term appointments shall be made without prior approval of the Joint Committee for the Management of the Agreement.

Full-time service in a without term Lecturer appointment may be counted as qualifying service if the employee is subsequently appointed to a tenurable rank, subject to the provisions of Articles 13.3.3 and 13.7.3.

13.3.4.4 Continuing Part-Time Appointments. A person appointed continuing part-time, without term, shall be a member of the bargaining unit provided the following conditions are met:

- (i) the appointment is made in accordance with Article 13.5 and is designated "continuing part-time";
- (ii) the person's assigned duties, while requiring less than full-time employment do require the person to work on a basis of 50% or more of full-time;
- (iii) the person's salary is funded from the University's operating budget;
- (iv) the initial salary and any subsequent Career Development Increases or Special Increases awarded shall be prorated in the same ratio that the person's part-time duties to full-time duties are stated in the letter of appointment;
- (v) the appointment is approved by the Joint Committee for the Management of the Agreement.

13.3.4.5 Termination of Without Term Appointments. An employee in a without term appointment shall receive a minimum six months written notice of the termination of their appointment and an additional one month's notice for every year of service greater than six years, up to a combined maximum of 24 months notice. For the purposes of this article, service shall mean accumulated time in limited term and without term appointments provided that it is continuous.

At the Employer's discretion, notice may be given as working notice or salary in lieu of notice. Any appointee who has been given working notice may elect salary in lieu of notice. Normally, an employee who accepts salary in lieu of notice may not be employed by the University until the end of the notice period.

In the event that the employee intends to resign, the employee shall give 90 days notice.

13.3.5 Appointments with Tenure. Appointments with tenure shall be made in accordance with Articles 13.3.2.3, 13.3.2.4, 13.7.2 and 15.7.2, when deemed appropriate by both the Search Committee and Provost and Vice-President Academic. In a departmentalized college, the Department Renewals and Tenure Committee shall submit to the Dean for transmission to the Provost and Vice-President Academic the department's recommendation for the award of tenure. In a non-departmentalized College, the College Renewals and Tenure Committee shall submit to the Provost and Vice-President Academic the College's recommendation for the award of tenure. The Provost and Vice-President Academic will submit to the President for transmission to the Board, the University's recommendation for the award of tenure on appointment. Except for the above, the Committee structure, procedures, powers and basis for the award of tenure shall be according to Article 15.

13.4 Advertising of Positions.

13.4.1 To attract a broad and diverse candidate pool, vacancies shall be advertised for at least six weeks prior to the final selection of candidates by the Search Committee. Advertisements shall appear in:

- (i) at least one national or international multi-disciplinary academic print or electronic outlet. For this purpose, *CAUT Bulletin* and *University Affairs* are recommended venues.
- (ii) two or more academic discipline-specific print or electronic outlets, and
- (iii) the University of Saskatchewan's Human Resources Web Page.

13.4.2 For limited term positions only, and when the authorization to recruit occurs less than three months prior to the start date of the appointment, the advertising period may be reduced to a minimum of two weeks. In these circumstances advertising outlets may be limited to those indicated in Articles 13.4.1 (ii) and (iii).

13.4.3 In exceptional circumstances, the Provost and Vice-President Academic may waive the advertising requirements, and inform the Joint Committee for the Management of the Agreement of the nature of the exceptional circumstances that justified the waiver.

13.5 Procedures for Appointments. The appointment of faculty members who by virtue of their appointment come within the scope of the Certification Order shall be made in accordance with the following procedures.

- 13.5.1 Search Committee. There shall be a Search Committee established in each department and non-departmentalized College chaired by the Department Head or Dean whenever a vacancy in the academic staff exists. The Committee shall consist of all employees holding probationary, continuing status or tenured appointments in the department or College.
- 13.5.1.1 In departmentalized colleges, the Search Committee shall also include, as an observer, a Department Head from a cognate department. In non-departmentalized colleges, two members of the Search Committee shall be designated as members of the Appointments Forum (see Article 13.5.2).
- 13.5.1.2 Where there are fewer than five members of the department, the College Review Committee shall co-opt employees from cognate departments to bring the membership of the Committee up to a minimum of five. An employee on leave who is a member of the Committee may, if present, participate and vote in the meetings of the Committee. The quorum shall be a majority of eligible members and must never be less than five. Employees excluded because they are on leave or because of conflict of interest (Article 10.9) shall not be counted in order to determine the size of the Committee or the quorum. The Committee may delegate its work to a subcommittee provided that the Committee itself approves all recommendations.
- 13.5.1.3 A representative from the Association and a representative from Human Resources shall attend the initial meeting of the Search Committee to provide procedural oversight and advice to the Search Committee.
- 13.5.1.4 The Search Committee and the Department Head or Dean shall seek suitable candidates for the vacancy by means of advertising.
- 13.5.1.5 The Committee shall review the academic credentials, scholarly work, teaching experience, letters of recommendation, and any other relevant information about the candidates for the position and subsequently vote by secret ballot on the question "Shall appointment be recommended?" Where the appointee requires hospital privileges to perform assigned duties, the Search Committee shall consult with a representative of the board of the health region prior to the vote.
- 13.5.1.6 No appointment shall be made without a positive recommendation from the Search Committee.
- 13.5.1.7 In departmentalized colleges, where the vote is positive, a recommendation for appointment, with the recorded vote, shall normally be forwarded within two days of the Search Committee vote to the Dean. If the Dean supports the recommendation for appointment, he or she will forward it to the Provost and Vice-President Academic.
- 13.5.1.8 In non-departmentalized colleges, where the vote is positive, a recommendation for appointment, with the recorded vote, shall be forwarded by the Dean to the Provost and Vice-President Academic.
- 13.5.1.9 The Dean and the Provost and Vice-President Academic shall request and consider minority views, if any, from a Department or College Search Committee.
- 13.5.1.10 For a recommendation supported by the Dean and Provost and Vice-President Academic, the following procedures shall be observed:
- (i) The Dean shall send the recommendation, along with the recorded vote, to the Association and Human Resources in a form approved by the Joint Committee for the Management of the Agreement for that purpose;
 - (ii) The Provost and Vice-President Academic shall normally send a letter of offer of employment to the appointee within five days of authorizing the appointment.
- 13.5.1.11 In the event that the Dean does not support the recommendation of the Search Committee, the Dean shall meet with the Search Committee to discuss the recommendation. The Search Committee may reconsider the recommendation or require that it be forwarded to the Provost and Vice-President Academic.
- 13.5.1.12 The Provost and Vice-President Academic may reject, or refer back to the Search Committee for reconsideration, the recommendation of the Search Committee. In that event, the Provost and Vice-President Academic shall meet with the Search Committee to inform the Committee of the deliberations of the Appointments Forum.
- 13.5.1.13 Subcommittee of the Search Committee. When a subcommittee is formed, its composition and terms of reference shall be established by vote of the Search Committee each time there is a vacancy in the

academic staff. The subcommittee shall have a majority of members of the Search Committee, unless otherwise approved by the Joint Committee for the Management of the Agreement. Search subcommittees shall be chaired by a member of the Search Committee. The subcommittee may include members of other departments and Colleges including affiliated and federated Colleges. In clinical departments and Colleges, the subcommittee may include members who participate in the delivery of clinical service but who are not full-time employees of the University. In those situations where it is not clear at the time of the search in which department or College the appointment will be made, the subcommittee's composition and terms of reference shall be established by the Department Heads and/or Deans of the departments and/or Colleges in which the employee might be expected to be appointed but shall include at least two representatives of the search committee of each such Department or College. In these situations, the subcommittee shall recommend the department or College in which the candidate is to be appointed.

13.5.1.14 Reporting on Employment Equity. In order to assist the University in measuring its progress toward achieving employment equity, Chairs of the Search Committees shall provide the following information for each search conducted in accordance with Article 13.1 on a form approved by the Joint Committee for the Management of the Agreement:

- (i) advertising and other recruiting efforts, including any measures taken to encourage applications from aboriginal people, persons with disabilities, visible minorities, and women;
- (ii) the gender of the candidate recommended for each position and, if known, whether the candidate is aboriginal, visible minority, and/or disabled;
- (iii) the number of male applicants and the number of female applicants;
- (iv) the number of male applicants who are interviewed and the number of female applicants who are interviewed;
- (v) a brief explanation if the short list contains no members who are female, aboriginal, visible minority, and/or disabled.

13.5.2 Appointments Forum. The purpose of the Appointments Forum is to review and discuss the conflicting views of the Search Committee, Dean and/or Provost and Vice-President Academic and evaluate alternatives prior to a final decision from the Provost and Vice-President Academic.

There shall be a meeting of the Appointments Forum whenever a final recommendation from a Search Committee is not supported by the Dean or Provost and Vice-President Academic, or upon the request of any member of the Forum.

13.5.2.1 The Appointments Forum in departmentalized colleges shall consist of the Vice-President Academic and Provost as Chair, the Dean, the Department Head, the cognate observer from the Search Committee, and an observer from the Association. In the case of non-departmentalized Colleges the Appointments Forum shall consist of the Provost and Vice-President Academic as Chair, the Dean, the two employees of the College designated by the Search Committee and an observer from the Association.

13.5.3 Letter of Appointment. After an appointment has been approved by the Provost and Vice-President Academic, the President or the President's designate shall send a letter offering an appointment to the candidate along with a copy of this agreement. Normally, the letter of appointment shall be sent within 5 days from the date the Provost and Vice-President Academic authorizes the appointment. The letter of appointment shall specify conditions of employment agreed upon by the Dean and Provost and Vice-President Academic, which shall in no case be inconsistent with the terms and conditions of this Agreement. Except in the case of a reappointment or in accordance with the processes set out in Article 18.2.6, an offer of employment cannot be made at a salary above the Career Development Increase ceiling for that rank according to Article 18.3.

The letter of appointment shall contain information as listed below:

- (i) salary, rank and Career Development Increase Count and, where relevant, Special Increase Count;
- (ii) department, College or other administrative unit to which the candidate is to be appointed;
- (iii) outline of duties of the appointment;

- (iv) type of appointment;
- (v) length of initial probationary appointment or length of term if a limited term appointment;
- (vi) date of appointment;
- (vii) any other terms and conditions of employment pertaining to the appointment;

The Employer shall provide a copy of the letter of appointment, and any accompanying documentation, to the Association at the time it is sent to the candidate. In addition to this agreement, the letter of appointment and any accompanying documentation constitute the entirety of the terms and conditions of each appointment. The letter of appointment may only be amended in accordance with Article 11.2.3. In the event that a letter of appointment is revised prior to acceptance by the candidate, the Employer shall provide the Association with a copy of the final letter of appointment.

13.6 Appointment of Department Heads and Assistant Deans. The procedures for appointing Department Heads and Assistant Deans shall be as specified in Article 13.5 for faculty members, with the following modifications.

13.6.1 Search Committee.

- (i) For appointment of Department Heads, the Search Committee shall be chaired by the Dean and include two Department heads from cognate departments as observers.
- (ii) For appointment of Assistant Deans, the Search Committee shall be chaired by the Dean and shall include a minimum of six probationary, tenured or continuing status employees from the College as selected by the College Review Committee.
- (iii) For appointment of Assistant Deans in a non-departmentalized College, the Search Committee shall be chaired by the Dean and shall include a minimum of six probationary, tenured or continuing status employees from the College as selected by the College Renewals and Tenure Committee.

When the Search Committee deems it appropriate it may forward to the Provost and Vice-President Academic a recommendation to consider two candidates for the appointment of Department Head or Assistant Dean. The Provost and Vice-President Academic shall attend the initial meeting of the Search Committee to discuss the department's or College's needs, requests, obligations and opportunities.

13.6.2 Candidates for the headship or assistant deanship shall not be members of the Search Committee.

13.6.3 Appointments Forum. There shall be a meeting of the Appointments Forum whenever a final recommendation from a Search Committee is not supported by the Dean or Provost and Vice-President Academic, upon the request of any member of the Forum, or when more than one candidate is recommended by the Search Committee.

13.6.3.1 The Appointments Forum for Department Heads shall consist of the Vice-President Academic and Provost as Chair, the Dean, the two Search Committee observers from cognate departments, and an observer from the Association. In the case of Assistant Deans the Appointment Forum shall consist of the Vice-President Academic and Provost as Chair, the Dean, two Search Committee members designated by the Search Committee, and an observer from the Association.

13.6.3.2 The Provost and Vice-President Academic may refer back for reconsideration or reject a recommendation of a Search Committee and request a second nomination. If the Search Committee declines to reconsider its recommendation or to make a second nomination, the Provost and Vice-President Academic shall either accept the initial recommendation of the Search Committee or, after meeting with the Appointments Forum, appoint an acting Department Head or acting Assistant Dean for a term not exceeding one academic year. If the Search Committee declines to make an initial recommendation for a Department Head or an acting Department Head or an Assistant Dean or an acting Assistant Dean, the Provost and Vice-President Academic shall, after meeting with the Appointments Forum, appoint an acting Department Head or an acting Assistant Dean on the recommendation of the Dean for a term not exceeding one academic year.

13.6.3.3 Where the appointee will be head of a department in the College of Medicine providing clinical services, the Provost and Vice-President Academic shall consult with a representative of the board of the health region prior to authorizing an appointment.

13.6.4 Length of Appointment.

- (i) The initial appointment of a Department Head or Assistant Dean shall be for a term not to exceed five years. The appointment may be renewed, in accordance with the appointment procedures herein specified, for successive terms not exceeding three years each.
- (ii) If a Department Head or Assistant Dean takes a sabbatical leave or administrative leave during the initial appointment, the term of the appointment shall be extended by the length of the leave. If the Department Head or Assistant Dean takes a sabbatical leave or administrative leave during the period of reappointment, the term of the reappointment shall be extended by the length of the leave. The period of sabbatical or administrative leave will not be credited as qualifying service for a further leave.

13.6.5 Appointment of Acting Department Heads and Acting Assistant Deans. The procedures for appointing acting Department Heads and acting Assistant Deans shall be as specified in Articles 13.5 and 13.6, with the following modifications.

13.6.5.1 In cases where the appointment of an acting Department Head or acting Assistant Dean will be for a period of twelve months or less, there shall be no requirement to convene a joint meeting of the Provost and Vice-President Academic and the Search Committee.

13.6.5.2 There shall be no requirement to convene a meeting of the Search Committee when an acting Department Head or acting Assistant Dean is appointed to replace a Department Head or Assistant Dean for a period of six months or less. The Dean shall recommend an appointment to the Provost and Vice-President Academic. In all other cases, including consecutive appointments of acting Department Heads or acting Assistant Deans for six months or less, a meeting of the Search Committee will be held, and the recommendation of the Search Committee will be considered by the Provost and Vice-President Academic as specified in Article 13.6.3.

13.7 Reappointment.

13.7.1 Reappointment within the year. Continuous service for probationary purposes will not be interrupted by resignation when a faculty member is reappointed to a tenurable position effective before November 1 of the following academic year.

13.7.2 Reappointment within three years. A faculty member with tenure who resigns and is reappointed to a full-time academic position in the same department or non-departmentalized College within three years shall be reappointed with tenure.

13.7.3 Reappointment and Probationary Service. A faculty member on probation or holding a full-time limited term appointment or holding an appointment without term who resigns, or whose appointment terminates and who is reappointed to a tenurable position in the same department or non-departmentalized College within three years, may elect to have any or all of the prior service applied towards the probationary period on reappointment. A faculty member who has previously completed the maximum term may, nevertheless, be required by the Provost and Vice-President Academic to serve a probationary period of two years. This could result in a probationary period exceeding the maximum for the rank.

13.7.4 Reappointment of Limited Term Faculty Members. The reappointment of a faculty member who held a full-time limited term appointment and who is reappointed within three years to a full-time limited term appointment in the same department or non-departmentalized College shall require the approval of the Joint Committee for the Management of the Agreement.

The Association will be informed when an employee holding a limited term appointment is reappointed. All reappointments of full-time limited term employees will be for a twelve-month period or more unless a shorter term is approved by the Joint Committee for the Management of the Agreement.

13.8 Associate Members of Departments.

13.8.1 A faculty member or librarian with tenure or a probationary appointment in one department, College or the Library, or a person holding a permanent academic or professional appointment in the University, in a teaching hospital, or in an institution federated or affiliated with the University in accordance with *The University of Saskatchewan Act*, may be given an associate appointment in a department or College. The institution, College or department in which the permanent appointment is held is referred to as the principal unit and the College or department in which the associate membership is held is referred to as the secondary unit.

Examples of the purposes for which associate appointments are suitable are supervision of graduate students; graduate or undergraduate course delivery; clinical activities; research activities; outreach activities.

13.8.2 Faculty members so appointed shall have the title "Associate Member" in the secondary unit. The extent of participation of an associate member in the committees of the secondary unit shall be related to the purpose of the associate member's conjunct appointment. Work done in the secondary unit shall be considered in assignment of duties (Article 11), and in consideration of renewal of probation (Article 14), tenure (Article 15), promotion (Article 16), and salary review (Article 17).

13.8.3 Covering Agreement. To establish an associate membership:

- (i) the faculty member and the two heads or Deans concerned shall draft an agreement on the nature and extent of the faculty member's involvement with the secondary unit;
- (ii) the agreement shall be submitted for approval to the two units, and, if approved, shall be forwarded through the Dean(s) of the units concerned (including the Dean of Graduate and Postdoctoral Studies if graduate supervision is involved) to the Vice-President Academic and Provost for approval;
- (iii) after approval, the President shall inform the Associate Member, the Dean(s) and heads and shall provide the Association with the details of the agreement.

13.8.4 Any Associate Membership shall be made for a limited period, normally not less than 3 years or more than 5 years. An Associate Membership may be renewed on the initiation of the secondary unit and with the concurrence of the head of the principal unit and the Dean(s).

13.8.5 Associate Membership shall not in any way limit the employee's rights, privileges or responsibilities in the employee's principal unit, and shall not be inconsistent with any of the terms of this Agreement.

13.9 Joint Members of Academic Units.

13.9.1 A joint appointment reflects the active and substantial involvement of an employee in the academic activities in more than one unit. An employee with an academic appointment in one academic unit may be given a joint appointment in another academic unit. The academic unit in which the permanent appointment is held is referred to as the primary unit and the academic unit in which the joint appointment is held is referred to as the secondary unit. A primary characteristic of a joint appointment is the assignment of duties by both the primary and secondary units.

Examples of the purposes for which joint appointments are suitable are:

- (i) continuing involvement in supervision of graduate students;
- (ii) continuing delivery of a graduate or undergraduate course;
- (iii) continuing contribution to clinical activities;
- (iv) extensive involvement in research activities;
- (v) continuing involvement in the development of academic programs;
- (vi) continuing involvement in outreach activities.

13.9.2 Where a joint appointment in a secondary unit is anticipated, the provisions of Article 13.5.1.13 shall apply to the appointment process if it is not clear at the time of the search in which academic unit the appointment will be made. Once the primary and secondary units have been identified, the letter of appointment under Article 13.5.3 shall state the extent of the duties of the employee that will be assigned in each unit.

13.9.3 Employees so appointed shall have the title "Joint Member" in the secondary unit.

13.9.4 Covering Agreement.

13.9.4.1 When it is desired to establish a joint appointment, the employee and the two heads or Deans concerned shall draft an agreement on the nature and extent of the employee's involvement with the secondary unit and the extent to which the employee shall participate in its meetings or committees in order that

work performed in both units is considered in the assignment of duties and the assessment of the employee in collegial processes. The employee may request the assistance of a representative of the Association in the drafting of the agreement. The following aspects shall be addressed in the agreement:

- (i) specification of the unit in which the employee is tenurable or tenured;
- (ii) mechanisms to ensure fairness in the assignment of duties in both units;
- (iii) mechanisms to ensure fairness in the assessment through the collegial processes (renewal of probation, tenure, promotion, salary review, and sabbatical leave entitlement);
- (iv) specification of the extent to which the joint member may participate in collegial processes other than those specified in the collective agreement in Articles 13, 14, 15, 16, and 17 in the secondary unit;
- (v) the length of the joint appointment if of limited term (13.9.4.4);
- (vi) mechanisms for ongoing consultation between the academic unit heads to ensure that any problems associated with the assignment of duties and assessment through the collegial processes may be addressed;
- (vii) mechanisms for the settlement of any disagreements that may arise in the assignment of duties and assessment through the collegial processes;

13.9.4.2 The agreement shall be submitted for approval to the two academic units, and, if approved, shall be forwarded through the Deans of the units concerned (including the Dean of Graduate and Postdoctoral Studies if graduate supervision is involved) to the Vice-President Academic and Provost for approval.

13.9.4.3 After approval, the Vice-President Academic and Provost shall provide a copy of the agreement to the joint member, the Dean(s) and heads, and the Association. The agreement may be modified with the consent of the two academic unit heads and the joint member and shall be forwarded through the Deans of the units concerned (including the Dean of Graduate and Postdoctoral Studies if graduate supervision is involved) to the Vice-President Academic and Provost for approval. A copy of the modified agreement will be provided to the Association.

13.9.4.4 Except where made on the initial appointment, any joint appointment shall be made for a limited period, normally not less than 3 years or more than 5 years. Where made on appointment and subject to Article 13.9.4.1, the joint appointment agreement shall remain in effect unless the joint member or either head or Dean applies to terminate it. Application to terminate the joint appointment shall be forwarded through the Deans of the units concerned (including the Dean of Graduate and Postdoctoral Studies if graduate supervision is involved) to the Vice-President Academic and Provost for approval. Notice of the termination of a joint appointment agreement shall be provided to the Association. A joint appointment may be renewed on the initiation of the secondary unit and with the concurrence of the head of the primary unit, the Dean(s), and the joint member and with approval as per Article 13.9.4.2.

13.9.5 Committee Participation. Since a joint member does not have tenure in the secondary unit, a joint member may participate in the deliberations of the collegial committees referred to in Articles 13, 14, 15, or 16, in the secondary unit but shall not vote unless co-opted under the provisions of Articles 13.5.1.2, 15.8.1, 15.8.2, 16.3.1 or 16.3.2.

13.9.6 Joint appointment shall not in any way limit the employee's rights, privileges or responsibilities in the employee's primary unit, and shall not be inconsistent with any of the terms of this Agreement. Any disagreement that arises in respect of a joint appointment that cannot be resolved through the mechanisms specified in the agreement pursuant to Article 13.9.4.1 shall initially be referred to the Joint Committee for the Management of the Agreement for resolution.

13.10 Interpretation. Any disputes concerning the interpretation of these regulations and procedures on appointment that should arise in an individual case shall be resolved by agreement between the Employer and the Association.

14. RENEWAL OF PROBATIONARY APPOINTMENTS

14.1 Definition of Renewal. Each employee who holds a probationary appointment shall be considered for renewal during the final year of the initial probationary appointment unless considered for tenure. Employees who are considered for tenure are subject to the tenure regulations (Article 15).

- 14.2 Committees on Renewal. The structure and composition of the committees that consider renewal of probationary appointments shall be the same as the committees which consider the award of tenure (Article 15).
- 14.3 Powers of the Committees. The powers of the committees shall be the same as for the award of tenure (Article 15) except as follows:
- (i) College Renewals and Tenure Committees shall submit all their recommendations to the University Review Committee;
 - (ii) College Review Committees shall submit their negative recommendations to the University Review Committee and their positive recommendations to the President for transmission to the Board.
- 14.4 Standards of Performance. The categories to be considered for the renewal of a probationary appointment shall be the same as for the award of tenure. The standard of performance shall be satisfactory progress toward meeting the standards for the award of tenure across the majority of categories, one of which must include Teaching or Research/Practice of Professional Skills. For the denial of renewal, the case must be made that the candidate has failed to meet this standard. Renewal of a probationary appointment shall not be considered sufficient grounds for granting of tenure.
- 14.4.1 Communication of Standards. The approved criteria and standards of performance for renewal of a probationary appointment shall be communicated, in writing, to all probationary appointees at the time of their appointment.
- 14.5 Rules of Procedure.
- 14.5.1 Changes in Standards. Changes in criteria and standards of performance shall not be applied retroactively.
- 14.5.2 Advising Probationary Candidates. By May 31, the Department Head or Dean shall meet with each employee holding a probationary appointment in the department or non-departmentalized College, to discuss the employee's progress in meeting the approved departmental or College standards for the award of tenure. A written statement setting out the Department Head's or Dean's assessment, on a form uniquely used for this purpose, shall be transmitted in writing to the employee. This form shall be approved by the Joint Committee for the Management of the Agreement. If deficiencies are noted, the statement shall identify the relevant categories of the standards and shall suggest steps that the employee may take to rectify such perceived deficiencies. The employee shall be entitled to provide a written response to any statement made on the Progress Towards Tenure form within one week of the meeting with the Department Head or Dean. Given the formative nature of the process, the Progress Towards Tenure form and any written response from the employee shall not be used as evidence in meetings of the first level committee, either at the Department Renewals and Tenure Committee or the College Renewals and Tenure Committee. The Progress Towards Tenure form and any written response from the employee shall be admissible as evidence in reviews of negative decisions or appeals to the Renewals and Tenure Appeal Committee but shall not limit in any way the decisions of the review committees or renewals and tenure committees. Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and shall convey information received in that consultation to the employee and in the written statement.
- 14.5.3 Voting Procedures. The following voting procedures shall be used by department, College, and university committees that consider renewal of probationary appointments:
- (i) each member of a committee, including the chair, shall have one vote. Members may vote on a particular candidate only if they have taken part in the committee's deliberations on that candidate;
 - (ii) a quorum shall be two-thirds of the members of a committee taken to the nearest integer. Employees on leave or excluded because of conflict of interest shall not be counted in order to determine the size of a committee nor to determine if a meeting has a quorum. However, an employee on leave who is a member of a committee may, if present, participate and vote in the meetings of the committee.
 - (iii) the decision on renewal of a probationary appointment shall be by simple majority of the vote of those voting. The vote of any member abstaining shall not be counted in support of either the

affirmative or negative view. A tie vote means that the motion is lost. The vote shall be taken in response to the question: "Shall renewal be recommended?";

- (iv) any member of a committee who is of the immediate family of a candidate shall be disqualified from attending the deliberations of the committee concerning the case and from voting on the question;
- (v) each committee shall have the right to rule a member ineligible to vote or to require the member's withdrawal from the deliberations of the committee if it considers a serious conflict of interest to exist;
- (vi) employees shall withdraw as members of College or University Review Committees when these committees receive or review the recommendations of Department or College Committees of which they have been members.

- 14.5.4 Candidate to be Informed. A candidate shall be sent written notice of the disposition of a decision on the renewal of a probationary appointment, by the chair of the committee, within one week of the decision being made. If the decision is to deny renewal to the candidate, the advice shall include information on the candidate's right of appeal and of the procedure to be followed by the candidate in initiating an appeal.

In addition, the candidate shall receive from the chair of that committee a written statement of reasons for the negative recommendation, including those of any subordinate committee or committees which the senior committee judges to be valid and relevant. The statement of reasons shall, by direct reference to those portions of the department's, College's, and/or University statements of standards, specify the standards that the candidate has failed to satisfy. The statement shall also include a summary of the substantive information considered in the candidate's case.

- 14.5.5 Review and Appeal in the Case of Denial of Renewal.

- (i) A candidate who is not recommended for renewal of a probationary appointment by a Department Renewals and Tenure Committee may make a written appeal which shall be considered by the College Review Committee. The candidate is entitled to appear before that body and to be accompanied by a colleague from the same College.
- (ii) A candidate who is not recommended for renewal of a probationary appointment by a College Renewals and Tenure Committee may make a written appeal which shall be considered by the University Review Committee. The candidate is entitled to appear before that body and to be accompanied by a colleague from the same College.
- (iii) A candidate who is not recommended for renewal of a probationary appointment by a College Review Committee which has received a positive recommendation from a Department Renewals and Tenure Committee may make a written appeal which shall be considered by the University Review Committee. The candidate is entitled to appear before that body and to be accompanied by a colleague from the same College.
- (iv) A candidate who is not recommended for renewal of a probationary appointment by the University Review Committee may appeal to the Renewals and Tenure Appeal Committee (See Article 15.8.5).
- (v) There is no further appeal beyond the Renewals and Tenure Appeal Committee except for that permitted under the Grievance Procedure, Article 14.9.

- 14.5.6 Notice of Appeal. An employee entitled to appeal in accordance with the provisions of Article 14.5.5 is required to advise the chair of the appropriate committee of the intent to appeal. This notification shall be made within one week of the employee being advised of an appealable negative decision, or within two weeks of the closing date for the committee's consideration of the appeal (Article 14.5.9), whichever date occurs sooner. In the case of an appeal to the College Review Committee, the substance of the appeal shall be filed with the chair of the committee no later than one week before the closing date for committee consideration of the appeal. In the case of an appeal to the University Review Committee, the substance of the appeal shall be filed with the chair of the committee no later than three weeks before the closing date for committee consideration of the appeal. In the case of an appeal to the Renewals and Tenure Appeal Committee, the substance of the appeal shall be filed with the chair of the committee no later than two weeks before the closing date for committee consideration of the appeal.

14.5.7 Information and Committee Procedures.

- (i) A confidential file shall be kept of all information received and considered by each committee and a record shall be maintained of all decisions reached by each committee.
- (ii) It is the responsibility of the committee chair to gather information and documentation which the committee shall use when considering candidates for renewal of probationary appointments. This information should include, inter alia, data about the candidate's qualifications, scholarship and teaching, testimonials, proof of degrees, publications, class materials, and reports by peers who have seen the candidate teach. Student submissions are admissible if they are written expressions, prepared by individual students and signed, that give justification for their view. No anonymous material shall be introduced or considered except for student course evaluations which may be considered but only in accordance with Article 12.1.1. A candidate is entitled to request and receive from the chair of a committee a list of the items included in the documentation submitted to the committee for consideration of the candidate's case. If a candidate considers it necessary for a committee to have material additional to that mentioned above, which the chair collects, it is the responsibility of the candidate to obtain it and submit it to the chair. Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and gather information in writing in respect of the same matters.
- (iii) A candidate is entitled to make a written submission only, to that committee which first considers the candidate's case. In addition, a candidate not recommended for renewal of a probationary appointment is entitled to make a written appeal to, as well as to appear before, the review committee which received the negative recommendation in accordance with the provisions of Article 14.5.5.
- (iv) Any committee, at its discretion, may call witnesses, including members of subordinate committees who wish to be heard.
- (v) If errors of omission or of procedure are found in the proceedings of a department or College renewals and tenure committee or a College review committee, that committee shall be advised so that it may have an opportunity to respond. If further information is received by a College committee or the University Review Committee, that information shall be referred to the candidate (subject only to limitations in respect of confidentiality as defined in Article 12) and, at the Committee's discretion, to the Department or College Renewals and Tenure Committee, for comment. Any such comments shall be supplied to the candidate provided that the confidentiality of the information commented upon is preserved.
- (vi) The chair of a department or College renewals and tenure committee shall transmit to the College or University Review Committee the department's or the College's recommendations for the renewal of probationary appointments. This shall be done in writing and the numerical vote for each recommendation shall be recorded. A brief statement of the reasons for recommending or not recommending renewal and the summary of information on which these are based shall also be given. If asked to appear, the chair of a subordinate committee may choose to be accompanied by a colleague from the same College.
- (vii) In cases where recommendations are not unanimous at the department level, the College Review Committee shall ascertain minority views.
- (viii) Each committee shall determine its own operating procedures, provided they are consistent with the terms of this Agreement, and each candidate shall be informed by the chair of the appropriate committee, in writing, of any operating procedures not specified in this Agreement, before the candidate's case is considered. Where a committee is to consider more than one case in a given year, these procedures shall be applied uniformly.
- (ix) Appeal procedures shall be as provided in Article 15.12.

14.5.8 Reconsideration of Renewal. Neither a College Review Committee nor the University Review Committee shall ask any committee that has already made a renewal recommendation to reconsider the recommendation. However, any committee may reconsider its own decision until the date for transmitting its recommendations to a subsequent committee or to the President for transmission to the Board (see Article 14.5.9).

14.5.9 Dates. The following dates shall govern renewal of probationary appointment procedures:

- (i) by May 31, the Department Head (or Dean of a non-departmentalized College) shall have met with each candidate as described in Article 14.5.2.
- (ii) by June 30, the Department Head (or Dean of a non-departmentalized College) shall have advised the candidate to provide such information as the candidate wishes to introduce in support of the candidate's own case;
- (iii) by August 1, the candidate shall have provided to the Department Head (or Dean of a non-departmentalized College) such information as the candidate wishes to introduce in support of the candidacy for renewal at the meeting of the committee first considering it;
- (iv) by October 7, the Department Head (or Dean of a non-departmentalized College) shall have convened a meeting of the Department (or College) Renewals and Tenure Committee, which shall have considered all cases for renewal, and transmitted its recommendations in writing to the College Review Committee or the University Review Committee;
- (v) by November 21, the Dean of a departmentalized College shall have convened a meeting of the College Review Committee, and the Committee shall have considered all cases for renewal, and transmitted, in writing, its positive recommendations to the President for transmission to the Board, and its negative recommendations to the University Review Committee;
- (vi) by January 31, the President shall have convened the University Review Committee, and the Committee shall have considered all appeals and shall have transmitted all of its recommendations to the President for transmission to the Board;
- (vii) by February 28, the President shall have advised all candidates for renewal of the decision of the Board, except those whose cases are pending before Renewals and Tenure Appeal Committees;
- (viii) by March 31, Renewals and Tenure Appeal Committees shall have determined all cases before them and shall have made their recommendations to the President for transmission to the Board.
- (ix) by April 30, the President shall advise all candidates who appealed to the Renewals and Tenure Appeal Committee of the decision of the Board. If the decision is negative, the candidate shall receive from the chair of the Board a written statement of reasons for the negative decision (see Article 15.11.4)

No decision on renewal shall be set aside or reversed only because of a technical non-compliance with the dates and times established by this section.

14.6 Departments and Colleges. These renewal regulations and procedures are applicable to all departments and Colleges.

14.7 Interpretation. Any dispute arising from the interpretation of the above regulations and procedures on renewal in an individual case shall be resolved by agreement between the Employer and the Association.

14.8 Grievance in the Case of Non-Renewal of a Probationary Appointment. A grievance may be made in the case of the non-renewal of a probationary appointment only on four grounds:

- (i) that proper procedures have not been followed; or
- (ii) that the Academic Freedom Article (Article 6) has been violated; or
- (iii) that the Non-Discrimination Article (Article 7) has been violated; or
- (iv) that the Board has reversed a positive recommendation from either the College Review Committee or the University Review Committee or the Renewals and Tenure Appeal Committee.

14.9 Powers of the Arbitrator. The arbitrator shall have the power to prescribe such remedies as the arbitrator sees fit including the power to extend the candidate's probationary period by a reasonable length of time.

15. TENURE

- 15.1 Definition of Tenure. Tenure means the appointment of an employee to a permanent position on the academic staff of the University. Such appointment shall continue subject only to the provisions of Article 15.15.
- 15.2 Purpose of Tenure. Tenure is intended to guarantee academic freedom for the employee as described in Article 6. Tenure is not intended to protect the employee from the withholding of promotion in accordance with Article 16 or from reprimand, dismissal, or severance in accordance with Articles 29 and 31.
- 15.3 Authority to Award Tenure. Tenure is granted only by the Board acting in accordance with the provisions of this Agreement. The decision of the Board is final and there shall be no appeal within the University against the Board's decision other than resort to the Grievance Procedure as provided for in Article 15.17, Article 15.18, and Article 27 of the Agreement.
- 15.4 Tenurable Positions. Tenure shall be awarded only to employees holding appointments in the ranks of Professor, Associate Professor, Assistant Professor, Assistant Librarian, Associate Librarian and Librarian. All tenured positions are held within departments or non-departmentalized Colleges, depending on the appointment held at the time of the award of tenure. Tenurable rank may be held in more than one department or College, but tenure shall be awarded only in one. If an employee's salary is equally divided between two or more departments or Colleges, the employee shall have the right to elect the one within which to be a candidate for tenure. Tenure shall not apply to offices such as Assistant Dean, Director or Department Head. However, an employee with tenure shall not relinquish faculty tenure upon receiving such an appointment.
- 15.5 Consideration of Tenure. Tenure may be considered in any year of the probationary period in accordance with Articles 13.3.2.1, 13.3.2.2, 13.3.2.3, or 13.3.2.4. If the candidate is denied tenure, the candidate's appointment shall terminate at the end of the academic year.
- 15.6 Transfer to Another Department or College. When a tenured employee seeks or voluntarily accepts a position in another department or College, the employee may be required to serve a probationary period for the rank of the new appointment, but shall retain tenure in the old department or College until tenure is granted in the new department or College.
- 15.7 Appointment to an Out-of-Scope Position.
- 15.7.1 A tenured employee who is appointed to a position excluded from the bargaining unit but who retains a tenurable academic rank shall on the termination or relinquishment of the out-of-scope appointment automatically revert to membership in the bargaining unit at the academic rank and seniority held and accumulated at the time of returning to the bargaining unit.
- 15.7.2 A candidate for appointment to a position excluded from the bargaining unit and who is also a candidate for tenure on appointment shall have tenure determined by the Department Renewals and Tenure Committee, or in the case of a non-departmentalized College by the College Renewals and Tenure Committee. The structure and procedure of the Department Renewals and Tenure Committee or the College Renewals and Tenure Committee and the basis for determining tenure on appointment for a candidate for a position excluded from the bargaining unit shall be the same as for the determination of tenure on appointment for a candidate within the bargaining unit (Article 13.3.5). Such determination shall be based on a review of academic considerations only. On the termination or relinquishment of the appointment, the appointee, if tenured, shall automatically revert to membership in the bargaining unit at the rank and seniority held and accumulated at the time of returning to the bargaining unit.
- 15.8 Committee Structure.
- 15.8.1 Department Renewals and Tenure Committee. Each department shall have a renewals and tenure committee made up of all the tenured members of the department with the Department Head as chair, except that the Department Renewals and Tenure Committee shall not include the Dean of the College, the Dean of Graduate and Postdoctoral Studies the Vice-President Academic and Provost, the President, or any person designated as chair of the University Review Committee. Where there are fewer than five tenured members of the department, the College Review Committee shall co-opt tenured faculty members from cognate departments to bring the membership of the Committee up to a minimum of five. A Department Head who is not tenured shall still chair the Department Renewals and Tenure Committee, except that when the Department Head's own case is considered the head shall be excluded from the proceedings of the Committee, in which case the Dean shall appoint the chair.

15.8.2 College Renewals and Tenure Committee. Each non-departmentalized College shall have a renewals and tenure committee consisting of all tenured members of the College with the Dean of the College as chair, except that the College Renewals and Tenure Committee shall not include the Dean of Graduate and Postdoctoral Studies, the Vice-President Academic and Provost, the President or any person designated as chair of the University Review Committee. Where there are fewer than five eligible members, excluding any on leave, the University Review Committee shall co-opt tenured faculty members from related Colleges to bring the membership of the Committee up to a minimum of five.

15.8.3 College Review Committee. Each departmentalized College shall have a review committee to consider all matters related to tenure and other matters specifically assigned to this committee in the Agreement. In establishing criteria and standards, the College Review Committee may consult with sub-committees representing cognate departments. The College Review Committee shall be made up of no fewer than six tenured members of the College plus the Dean who shall be chair. Employees shall be nominated by the Nominations Committee of their College and approved by the College with the length of their term specified so as to ensure a reasonable turnover of membership. Employees shall not serve on a College Review Committee if they have agreed to serve on the University Review Committee in that academic year.

The College Nominations Committee shall strive to achieve representation from a wide range of disciplinary areas while also respecting the commitment to diversity (Article 7).

15.8.4 University Review Committee. The University shall have a review committee to consider tenure and other matters specifically assigned to this committee in the Agreement. The University Review Committee shall be made up of nine tenured or continuing employees plus the Vice-President Academic and Provost who shall be chair. The nine employees shall be nominated to this committee by the Nominations Committee of Council and approved by Council with the length of their term specified so as to ensure a reasonable turnover of membership. Employees shall not be nominated for membership if they have served on the University Review Committee in the previous three years or if they have agreed to serve on a College review committee in that academic year. In addition to those members mentioned above, two nominees of the Association shall serve as observers on the University Review Committee with voice, but without vote.

The Nominations Committee of Council shall strive to achieve representation from a wide range of disciplinary areas while also respecting the commitment of diversity (Article 7).

15.8.5 Renewals and Tenure Appeal Committee.

15.8.5.1 The University shall establish an appeal committee to hear and determine the appeals of employees whose candidacy for tenure is not approved by the University Review Committee.

15.8.5.2 The committee shall consist of twelve tenured or continuing status faculty members: nine employees and three senior administrators, selected from amongst Associate Deans, Vice-Deans, Deans, Executive Directors, and/or vice-Provosts. Members will be selected by the Nominations Committee of Council and will serve a three year term. The Nominations Committee of Council shall strive to achieve representation from a wide range of disciplinary areas while also respecting the commitment to diversity (Article 7). Each year three new employees and one new senior administrator will be appointed to serve on the committee. Each year the chair of the committee shall be selected by mutual agreement between the Association and the Employer from amongst the committee members. Members may not serve as members of the University Review Committee during their term. A vacancy created by the resignation of a member will be filled by the Nominations Committee of Council for the remaining period of the term of that member.

15.8.5.3 Observers. One observer named by the Association and one named by the Employer shall be entitled to be present at all meetings held by the Renewals and Tenure Appeal Committee, with voice but without vote, provided that neither observer was a member of any committee which previously considered the case before the Renewals and Tenure Appeal Committee.

15.9 Powers of Committees.

15.9.1 Department Renewals and Tenure Committee. In keeping with Article 15.10 the Department Renewals and Tenure Committee shall:

- (i) propose the criteria and standards of performance to be used in assessing employees for renewal of probation and tenure and submit these to the College Review Committee for approval;

- (ii) submit to the College Review Committee the department's recommendations for renewal of probation and the award of tenure.
- 15.9.2 College Renewals and Tenure Committee. In a non-departmentalized College, the powers of the College Renewals and Tenure Committee shall be the same as those of the Department Renewals and Tenure Committee described in Article 15.9.1. The College Renewals and Tenure Committee shall report directly to the University Review Committee.
- 15.9.3 College Review Committee. In keeping with Article 15.10 in a departmentalized College, the powers of the College Review Committee with respect to renewal of probation and tenure shall be:
- (i) to co-opt tenured employees to renewals and tenure committees where the membership is fewer than five;
 - (ii) from time to time to require that departments review and revise standards of performance;
 - (iii) to receive and review departmental criteria and standards of performance for renewal of probation and tenure and use them as the basis for formulating College criteria and standards. The College Review Committee shall establish criteria and standards after receiving and reviewing standards from all departments. If a department does not develop standards within a reasonable time after being requested to do so by the College Review Committee, the College Review Committee may use the standards developed by the other departments in the college as the basis for formulating College criteria and standards;
 - (iv) to submit the College's criteria and standards of performance for renewal of probation and tenure to the University Review Committee for approval;
 - (v) to approve departmental criteria and standards of performance for renewal of probation and tenure if they are consistent with the criteria and standards of the College and the University. In the absence of approved Department standards the College standards shall apply;
 - (vi) to review departmental recommendations for renewal of probation and tenure and approve them if they are not inconsistent with the criteria and standards of performance established by the Department and College;
 - (vii) to review departmental recommendations against renewal of probation and award of tenure, receiving and considering a written appeal and hearing an oral presentation from the employee concerned, if that employee wishes to present such evidence in accordance with Article 14.5.5 or Article 15.11.6;
 - (viii) to submit the College's positive recommendations for renewal of probation to the President for transmission to the Board; its negative recommendations for renewal of probation to the University Review Committee; all its recommendations concerning the award of tenure to the University Review Committee.
- 15.9.4 University Review Committee. The powers of the University Review Committee with respect to renewal of probation and tenure shall be:
- (i) from time to time require that departments and colleges review and revise standards of performance;
 - (ii) to receive, review and approve College criteria and standards of performance for renewal of probation and tenure and use them as the basis for formulating University criteria and standards. The University Review Committee shall establish criteria and standards after receiving and reviewing standards from all Colleges. If a College does not develop standards within a reasonable time after being requested to do so by the University Review Committee, the University Review Committee may use the standards developed by the other Colleges in the University as the basis for formulating University criteria and standards. In the absence of approved College standards the University standards shall apply;
 - (iii) to establish the University's criteria and standards of performance for renewal of probation and tenure;
 - (iv) to communicate the University's criteria and standards for renewal of probation and tenure to the College Review Committees;

- (v) to review College recommendations for the renewal of probation from College renewal and tenure committees and all College recommendations for the award of tenure and approve them if they are not inconsistent with the standards of the Department, College, and University;
 - (vi) to review College recommendations against renewal of probation and award of tenure, receiving and considering a written appeal and hearing an oral presentation from the employee concerned if that employee wishes to present such evidence in accordance with Article 14.5.5 or Article 15.11.6;
 - (vii) if the appeal is unsuccessful, may recommend an extension of probation up to a maximum of two years notwithstanding the provisions of Article 13.3.2.1, 13.3.2.2, and 13.3.2.4.. However, an employee may receive only one such extension.
 - (viii) to submit to the President for transmission to the Board its recommendations for renewal of probation and the award of tenure.
- 15.9.5 Renewals and Tenure Appeal Committee. For the powers and procedures of the Renewals and Tenure Appeal Committee see Article 15.12.
- 15.10 Basis for Tenure. It is accepted that the criteria for the award of tenure may differ from department to department and from College to College as a result of conditions that are internal and external to the University. In all cases, the University standards are the minimum acceptable standards of performance and must be considered under various categories, and within these categories different standards may be set by departments and Colleges in keeping with their own particular circumstances. Approved Department standards take precedence over College standards, and approved College standards take precedence over University Standards. Standards of performance shall be established in the following categories:
- (i) academic credentials (degrees, diplomas, professional qualifications, etc.);
 - (ii) teaching ability and performance where teaching is part of assigned duties;
 - (iii) knowledge of the discipline and field of specialization;
 - (iv) research, scholarly and/or artistic work;
 - (v) practice of professional skills;
 - (vi) contributions to the administrative or outreach responsibilities of the department, College, or University, or both;
 - (vii) public service and contributions to academic and professional bodies.
- 15.10.1 Communication of Standards. The approved criteria and standards of performance for tenure shall be communicated, in writing, to all probationary appointees at the time of their appointment.
- 15.10.2 Demonstration of Satisfactory Performance. A positive case shall be made that the candidate has performed the candidate's duties satisfactorily, according to approved criteria and standards, before tenure is granted. A failure to demonstrate unsatisfactory performance shall not be sufficient grounds for granting tenure.
- 15.11 Rules of Procedure.
- 15.11.1 Changes in Standards. Changes in criteria and standards of performance shall not be applied retroactively unless the candidate declares in writing to the Chair of the Renewals and Tenure Committee by August 1 (15.11.10(iii)) that the candidate elects to be assessed under criteria and standards of performance approved subsequent to the date of the candidate's appointment.
- 15.11.2 Advising Probationary Candidates. By May 31, the Department Head or Dean shall meet with each employee holding a probationary appointment in the department or non-departmentalized College, to discuss the employee's progress in meeting the approved departmental or College standards for the award of tenure. A written statement setting out the Department Head's or Dean's assessment, on a form uniquely used for this purpose, shall be transmitted to the employee. This form shall be approved by the Joint Committee for the Management of the Agreement. If deficiencies are noted, the statement shall identify the relevant categories of the standards and shall suggest steps that the employee may take to rectify such perceived deficiencies. The employee shall be entitled to provide a written response

to any statement made on the Progress Towards Tenure form within one week of the meeting with Department Head or Dean. Given the formative nature of the process, the Progress Towards Tenure form and any written response from the employee shall not be used as evidence in meetings of the first level committee, either at the Department Renewals and Tenure Committee or the College Renewals and Tenure Committee. The Progress Towards Tenure form and any written response from the employee shall be admissible as evidence in reviews of negative decisions or appeals to the Renewals and Tenure Appeal Committee but shall not limit in any way the decisions of the review committees or renewals and tenure committees. Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and shall convey information received in that consultation the employee and in the written statement.

15.11.3 Voting Procedures. The following voting procedures shall be used by department, College and University committees that consider tenure cases (except for Renewals and Tenure Appeal Committees, as specified in 15.12):

- (i) each member of a committee, including the chair, shall have one vote. Members may vote on a particular candidate only if they have taken part in the committee's deliberations on that candidate;
- (ii) a quorum shall be two-thirds of the members of a committee taken to the nearest integer. Employees on leave or excluded because of conflict of interest shall not be counted in order to determine the size of committee if a meeting has a quorum. However, an employee on leave who is a member of a committee may, if present, participate and vote in the meetings of the committee.
- (iii) the decision on tenure shall be by simple majority of the vote of those voting. The vote of any member abstaining shall not be counted in support of either the affirmative or negative view. A tie vote means the motion is lost. The vote shall be taken in response to the question: "Shall tenure be recommended?";
- (iv) any member of a committee who is of the immediate family of a candidate for tenure shall be disqualified from attending the deliberations of the committee concerning the case and from voting on the question;
- (v) each committee shall have the right to rule a member ineligible to vote or to require a member to withdraw from the deliberations of the committee if it considers a serious conflict of interest to exist;
- (vi) a member of a College Renewals and Tenure or College Review Committee or a member or observer of the University Review Committee (including the chair) shall withdraw from the meeting when these Committees receive or review the recommendations of a Department Renewals and Tenure Committee, a College Renewals and Tenure Committee, or a College Review Committee which includes the member or observer. A quorum shall be present for each case considered.

15.11.4 Candidate to be Informed. A candidate shall be sent written notice of the disposition of a tenure decision, by the chair of the committee, within one week of the decision being made. If the decision is to deny tenure to the candidate, the advice shall include information on the candidate's right to withdraw in accordance with Article 15.11.5 and on the right of appeal and the procedure to be followed by the candidate in initiating an appeal.

In addition, the candidate shall receive from the chair of that committee a written statement of reasons for the negative recommendation, including those of any subordinate committee or committees which the senior committee judges to be valid and relevant. The statement of reasons shall, by direct reference to those portions of the department's, College's, and/or University statements of standards, specify the standards which the candidate has failed to satisfy. The statement shall also include a summary of the substantive information considered in the candidate's case.

15.11.5 Withdrawal. A candidate may withdraw from consideration for tenure at any point in the process up to one week following receipt of notification of the decision of the College Renewals and Tenure Committee or the College Review Committee. A candidate being considered in the final year of probation may not withdraw.

15.11.6 Review and Appeal in the Case of Denial of Tenure.

- (i) A candidate who is not recommended for tenure by a Department Renewals and Tenure Committee may make a written appeal which shall be considered by the College Review Committee; the candidate is entitled to appear before that body and to be accompanied by a colleague from the same College.
- (ii) A candidate who is not recommended for tenure by a College Renewals and Tenure Committee may make a written appeal which shall be considered by the University Review Committee; the candidate is entitled to appear before that body and to be accompanied by a colleague from the same College.
- (iii) A candidate who is not recommended for tenure by a College Review Committee which has received a positive recommendation from a Department Renewals and Tenure Committee may make a written appeal which shall be considered by the University Review Committee; the candidate is entitled to appear before that body and to be accompanied by a colleague from the same College.
- (iv) A candidate who is not recommended for tenure by the University Review Committee may appeal to a Renewals and Tenure Appeal Committee (See Article 15.12).
- (v) There is no further appeal beyond the Renewals and Tenure Appeal Committee except for that permitted under the Grievance Procedure, Article 15.17.

15.11.7 Notice of Withdrawal or Appeal. An employee entitled to withdraw in accordance with Article 15.11.5 or appeal in accordance with the provisions of Article 15.11.6 is required to advise the chair of the appropriate committee of the intent to withdraw or appeal. This notification shall be made within one week of the employee being advised of an appealable negative decision, or within two weeks of the closing date for the committee's consideration of the appeal (Article 15.11.10), whichever date occurs sooner. In the case of an appeal to the College Review Committee, the substance of the appeal shall be filed with the chair of the committee no later than one week before the closing date for committee consideration of the appeal. In the case of an appeal to the University Review Committee, the substance of the appeal shall be filed with the chair of the committee no later than three weeks before the closing date for committee consideration of the appeal. In the case of an appeal to the Renewals and Tenure Appeal Committee, the substance of the appeal shall be filed with the chair of the committee no later than two weeks before the closing date for committee consideration of the appeal.

15.11.8 Information and Committee Procedures.

- (i) A confidential file shall be kept of all information received and considered by each tenure committee and a record shall be maintained of all decisions reached by each committee.
- (ii) It is the responsibility of the committee chair to gather information and documentation which the committee shall use when considering candidates for tenure. This information and documentation should include, inter alia, data about the candidate's qualifications, scholarship and teaching, testimonials, proof of degrees, publications, class materials, and reports by peers who have seen the candidate teach. Student submissions are admissible if they are written expressions, prepared by individual students and signed, that give justification for their view. No anonymous material shall be introduced or considered except for student course evaluations which may be considered but only in accordance with Article 12.1.1. A candidate is entitled to request and receive from the chair of a committee a list of the items included in the documentation submitted to the committee for consideration of the candidate's case. If a candidate considers it necessary for a committee to have material additional to that mentioned above, which the chair collects, it is the responsibility of the candidate to obtain it and submit it to the chair. Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and gather information in writing in respect of the same matters.
- (iii) A candidate for tenure is entitled to make a written submission only, to that committee which first considers the candidate's case. In addition, a candidate not recommended for tenure is entitled to make a written appeal to, as well as to appear before, the review committee which received the negative recommendation in accordance with the provisions of Article 15.11.6.
- (iv) Any committee, at its discretion, may call witnesses, including members of subordinate committees on tenure who wish to be heard.

- (v) If errors of omission or of procedure are found in the proceedings of a Department or College Renewals and Tenure Committee or a College Review Committee, that committee shall be advised so that it may have an opportunity to respond. If further information is received by a College Review Committee or the University Review Committee, that information shall be referred to the candidate (subject to limitations in respect of confidentiality as defined in Article 12) and, at the Committee's discretion, to the Department or College Renewals and Tenure Committee, for comment. Any such comments shall be supplied to the candidate provided that the confidentiality of the information commented upon is preserved.
- (vi) The chair of a Department or College Renewals and Tenure Committee shall transmit to the College or University Review Committee the department's or College's recommendations for the award of tenure. This shall be done in writing and the numerical vote for each recommendation shall be recorded. A brief statement of the reasons for recommending or not recommending tenure and the summary of information on which these are based shall also be given. If asked to appear, the chair of a subordinate committee may choose to be accompanied by a colleague from the same College. The chair of a Department or College Renewals and Tenure Committee shall make available to any member of the Committee, on request, the recommendations the chair intends to send to the College or University Review Committee.
- (vii) In cases where recommendations are not unanimous at the department or College level, the College Review Committee or the University Review Committee shall ascertain minority views.
- (viii) Each committee shall determine its own operating procedures, provided they are consistent with the terms of this Agreement, and each candidate shall be informed by the chair of the appropriate committee, in writing, of any operating procedures not specified in this Agreement, before the candidate's case is considered. Where a committee is to consider more than one case in a given year, these procedures shall be applied uniformly.

15.11.9 Reconsideration of Tenure. Neither a College Review Committee nor the University Review Committee shall ask any committee that has already made a tenure recommendation to reconsider that recommendation. However, any committee may reconsider its own decision until the date for transmitting its recommendations to a subsequent committee or to the President for transmission to the Board (see Article 15.11.10).

15.11.10 Dates. The following dates shall govern tenure procedures:

- (i) by May 31 of each year, the Department Head (or Dean of a non-departmentalized College) shall meet with each candidate as described in Article 15.11.2.
- (ii) by June 30, the Department Head (or Dean of a non-departmentalized College) shall have advised the candidate to provide such information as the candidate wishes to introduce in support of the candidate's own case;
- (iii) by August 1, the candidate shall have provided to the Department Head (or Dean of a non-departmentalized College) such information as the candidate wishes to introduce in support of the candidacy for tenure at the meeting of the tenure committee first considering it;
- (iv) by October 7, the Department Head (or Dean of a non-departmentalized College) shall have convened a meeting of the Renewals and Tenure Committee, considered all cases for tenure, and transmitted its recommendations in writing to the College (or University) committee;
- (v) by November 21, the Dean of a departmentalized College shall have convened a meeting of the College Review Committee, and the Committee shall have considered all cases for tenure, and transmitted its recommendations in writing to the University Review Committee;
- (vi) by January 31, the President shall have convened the University Review Committee, and the Committee shall have considered all cases for tenure, and transmitted its positive recommendations in writing to the President for transmission to the Board;
- (vii) by February 28, the President shall advise all candidates for tenure of the decision of the Board, except those whose cases are pending before Renewals and Tenure Appeal Committees;
- (viii) by March 31, Renewals and Tenure Appeal Committees shall have determined all cases before them and shall have made their recommendations to the President for transmission to the Board.

- (ix) by April 30, the President shall advise all candidates who appealed to the Renewals and Tenure Appeal Committee of the decision of the Board. If the decision is negative, the candidate shall receive from the chair of the Board a written statement of reasons for the negative decision (see Article 15.11.4).

No decision on tenure shall be set aside or reversed only because of technical non-compliance with the dates and times established by this section.

- 15.11.11 In the event the Board receives a positive recommendation from the University Review Committee or the Renewals and Tenure Appeal Committee that requires clarification before the award of tenure, the Board will meet with the Appellant accompanied by a representative from the Association and will afford the Appellant an opportunity to present their case.

- 15.12 Renewals and Tenure Appeal Committee: Powers and Procedures. The Renewals and Tenure Appeal Committee shall meet at the call of the chair and shall conduct its business with dispatch. The Renewals and Tenure Appeal Committee shall have the authority to recommend or deny renewal or tenure or recommend an extension of probation up to a maximum of two years. If the Renewals and Tenure Appeal Committee or the University Review Committee has previously extended an employee's probation, then an additional extension of probation is not permitted. By March 31, meetings and deliberations shall be concluded, decisions rendered and recommendations made to the President for transmission to the Board.

In hearing and determining appeals, the Renewals and Tenure Appeal Committee:

- (i) shall obtain from the Chair of the University Review Committee, upon reasonable notice, a written statement of the reasons why the Appellant is not recommended for tenure and shall ensure that a copy of this document is received by the Appellant. This statement shall incorporate reasons given by subordinate committees where they have recommended against tenure;
- (ii) shall obtain from the Appellant, upon reasonable notice, a written statement of the reasons why the Appellant should be granted tenure including the grounds on which the Appellant challenges the judgment of the University Review Committee, and shall provide a copy of this document to the Chair of the University Review Committee;
- (iii) shall be empowered to meet to conduct any and all business within its terms of reference, provided that a minimum of eight members, always including the Chair, are present;
- (iv) shall request and shall be given copies of all documents laid before the Renewals and Tenure and Review Committees which considered the Appellant's candidacy for tenure;
- (v) shall supply to the Appellant copies of the documents described in (iv) above, excepting those transmitted in confidence, in which case the Appellant shall be given a list of such confidential documents by date, by level received (department, College, university), and by general subject matter. The Appellant's counsel shall be given access to all documents provided that the counsel agrees to respect the confidentiality of any documents so designated (as defined in Article 12);
- (vi) shall advise the Appellant and the President, in writing, of the time and place of its first meeting at least seven days prior to such meeting;
- (vii) shall establish its own rules of evidence;
- (viii) shall decide whether an issue is properly before it;
- (ix) shall have the right to conduct interviews with persons knowledgeable of the case and who can assist the Committee in reaching an objective decision on the matter;
- (x) shall grant the Appellant the right, either personally or by a colleague acting as counsel, to present the case to the Committee. In this regard, the Appellant shall be given the right to have persons invited to appear before the Committee to present evidence. When appearing before the Committee, the Appellant may at all times have the assistance of a counsel, provided that such counsel is a person in the full-time employ of the University;
- (xi) shall grant to the Appellant's counsel the right to be present at all meetings called for the purpose of hearing evidence, and shall permit such counsel to direct questions through the chair to any person providing information to the Committee at such meetings;

- (xii) shall hold its meetings in camera unless the Committee rules otherwise upon representation by the Appellant or the President;
 - (xiii) shall make audio recordings of its proceedings, such recordings to be kept for Committee purposes only;
 - (xiv) shall establish such other rules and procedures the Committee deems necessary to ensure a fair hearing of the case;
 - (xv) shall be empowered to extend or waive any time requirements established herein;
 - (xvi) shall determine the appeal by simple majority vote. If the appeal is unsuccessful, the committee may recommend an extension of probation up to a maximum of two years notwithstanding the provisions of Article 13.3.2.1, 13.3.2.2, and 13.3.2.4. However, an employee may receive only one such extension.
- 15.13 Transition. All employees who hold tenure as of the date that this Agreement takes effect shall hold tenure under this Agreement.
- 15.14 Departments and Colleges. These tenure regulations and procedures are applicable to all departments and Colleges.
- 15.15 Termination of Tenure. All rights and privileges associated with the holding of tenure are terminated only:
- (i) at retirement;
 - (ii) at resignation from a tenured position (subject to Article 13.7.2);
 - (iii) at the conclusion of procedures, as specified in Articles 28 and 29, resulting in the separation of a faculty member from a tenured position.
- 15.16 Interpretation. Any dispute arising from the interpretation of the above regulations and procedures on tenure in an individual case shall be resolved by agreement between the Employer and the Association.
- 15.17 Grievance in the Case of the Denial of Tenure. A grievance may be made in the case of the denial of tenure on only four grounds:
- (i) that proper procedures have not been followed; or
 - (ii) that the Academic Freedom Article (Article 6) has been violated; or
 - (iii) that the Non-Discrimination Article (Article 7) has been violated; or
 - (iv) that the Board has reversed a positive recommendation from the University Review Committee or a Renewals and Tenure Appeal Committee.
- 15.18 Powers of the Arbitrator in a Grievance. The arbitrator shall have the power to prescribe such remedies as the arbitrator sees fit, subject to the following limitations:
- (i) in the event that the arbitrator determines that proper procedures have not been followed, the arbitrator may order that the matter of tenure be reconsidered but shall not award tenure on this ground;
 - (ii) in the event that the arbitrator determines that Article 6 (Academic Freedom) or Article 7 (Non-Discrimination) has been violated, the arbitrator shall so declare and so report, and may order that the matter of tenure be reconsidered but shall not award tenure on these grounds;
 - (iii) in the event that the Board has reversed a positive recommendation from the University Review Committee or a Renewals and Tenure Appeal Committee, the arbitrator may order the award of tenure;
 - (iv) the arbitrator shall be empowered to extend a candidate's probationary period by a reasonable length of time to permit reconsideration of the candidacy for tenure, if so ordered under the provisions of this section.

16. PROMOTION

- 16.1 An employee may be considered for promotion to the next rank in any year.
- 16.2 Salary Increases on Promotion for Librarians. When Librarians are promoted and are eligible for a Career Development Increase, the Librarians' total salary increase shall be one Career Development Increase of the rank to which the employee has been promoted.
- 16.3 Committee Structure.
- 16.3.1 Department Promotions Committee. Each department shall have a promotions committee for each rank made up of all persons tenured in the department whose rank is above that of the faculty member being considered for promotion with the Department Head as chair, irrespective of the Department Head's rank or tenure, except that the Department Head shall not be present if the Department Head's own promotion is considered. None of the following shall be members of a department promotions committee: the Dean of the College, the Dean of Graduate and Postdoctoral Studies, the Vice-President Academic and Provost, the President, or any person designated as chair of the University Review Committee. Where there are fewer than five tenured members of the department, the College Review Committee shall co-opt tenured faculty from cognate departments to bring the membership of the Committee up to a minimum of five.
- 16.3.2 College Promotions Committee. Each non-departmentalized College shall have a promotions committee for each rank made up of all persons tenured in the College whose rank is above that of the employee being considered for promotion with the Dean as chair, irrespective of the Dean's rank or tenure, except that the Dean shall not be present if the Dean's own promotion is considered. The following shall not be members of College Promotion Committees: the Dean of Graduate and Postdoctoral Studies, the Vice-President Academic and Provost, the President, or any person designated as chair of the University Review Committee. Where there are fewer than five eligible members, excluding any on leave, the University Review Committee shall co-opt tenured faculty members of appropriate rank from related Colleges to bring the membership of the Committee up to a minimum of five.
- 16.3.3 College Review Committee. For departmentalized Colleges, the College Review Committee shall be the same for promotions as for tenure.
- 16.3.4 University Review Committee. The University Review Committee shall be the same in the case of promotions as it is in the case of tenure.
- 16.3.5 Promotions Appeal Committee and Appeal Panel. A single Promotions Appeal Committee shall be established each year to hear and determine all appeals from employees who have been denied promotion.
- 16.3.5.1 Appeal Panel. An Appeal Panel of forty-eight employees drawn from the membership of the General Academic Assembly shall be named by the Nominations Committee of Council and approved by Council, with length of term specified so as to ensure a reasonable turnover of membership. Additional members may be chosen, if necessary, to staff appeal committees. Membership shall be restricted to tenured faculty who are not members of the University Review Committee and who have not served on the University Review Committee in the previous three years. The Nominations Committee of Council shall strive to achieve representation from a wide range of disciplinary areas while also respecting the commitment to diversity (Article 7).
- Members of the Appeal Panel shall not serve on more than one of the committees hearing appeals promotion (Article 16.3.5), sabbatical leaves (Article 20.3) or salary review (Article 17.3.5).
- 16.3.5.2 Promotions Appeal Panel. The Promotions Appeals Panel shall consist of those members of the Appeal Panel who hold the rank of Professor or Librarian.
- 16.3.5.3 Selection. The Promotions Appeal Committee shall consist of six members chosen as follows:
- (i) a chair, selected by mutual agreement between the Association and the Employer;
 - (ii) five other persons, chosen from the Promotions Appeal Panel by lot. A person who was a member of a promotions or review committee which considered any of the cases in question at the department, College or university level shall be ineligible for inclusion on the Promotions Appeal Committee for those cases. A sixth person shall be chosen by lot as alternate from the

Promotions Appeal Panel. The alternate shall attend all meetings and hearings for which the alternate is eligible and shall have the right to vote when one of the other committee members is absent or ineligible.

16.3.5.4 Observers. One observer named by the Association and one named by the Employer shall be entitled to be present at all meetings held by the Promotions Appeal Committee provided that neither observer was a member of any committee which previously considered the case before the Promotions Appeal Committee.

16.4 Powers of the Committees.

16.4.1 Department Promotions Committee. In keeping with Article 15.10, the powers of the Department Promotions Committee for each rank shall be:

- (i) to propose the standards of performance to be used in assessing employees for promotion for each rank and to submit these to the College Review Committee for approval;
- (ii) to submit to the College Review Committee the department's recommendations for promotion.

16.4.2 College Promotions Committee. In a non-departmentalized College, the powers of the College Promotions Committee for each rank shall be the same as those of a Department Promotions Committee, except that it shall submit its recommendations directly to the University Review Committee or to the President, in accordance with the roles of the College and University Review Committees as described in Articles 16.4.3 and 16.4.4.

16.4.3 College Review Committee. In keeping with Article 15.10, in departmentalized Colleges, the powers of the College Review Committee with respect to promotions shall be:

- (i) to co-opt tenured employees to promotions committees where the membership is fewer than five;
- (ii) from time to time to require that departments review and revise standards of performance;
- (iii) to receive and review departmental criteria and standards of performance for promotion and use them as the basis for formulating College criteria and standards. The College Review Committee shall establish criteria and standards after receiving and reviewing standards from all departments. If a department does not develop standards within a reasonable time after being requested to do so by the College Review Committee, the College Review Committee may use the standards developed by the other departments in the College as the basis for formulating College criteria and standards;
- (iv) to approve departmental criteria and standards of performance for promotion if they are not inconsistent with the criteria and standards of the College and the University. In the absence of approved departmental standards, the College standards shall apply;
- (v) to submit the College's standards of performance for promotion for each rank to the University Review Committee for approval;
- (vi) to receive and consider written appeals from individual employees when the departmental recommendation is against promotion;
- (vii) to review departmental recommendations for promotion and approve them if they are not inconsistent with the criteria and standards of performance established by the department and College;
- (viii) to submit the College's recommendations for promotion to the University Review Committee for the cases to be reviewed by that Committee (see Article 16.4.4 (vi));
- (ix) to submit to the President, for transmission to the Board, the College's other recommendations for promotion.

16.4.4 University Review Committee. The powers of the University Review Committee with respect to promotions shall be:

- (i) from time to time to require that Colleges review and revise standards of performance;

- (ii) to receive, review and approve College criteria and standards of performance for promotion for each rank and use them as the basis for formulating University criteria and standards. The University Review Committee shall establish criteria and standards after receiving and reviewing standards from all Colleges. If a College does not develop standards within a reasonable time after being requested to do so by the University Review Committee, the University Review Committee may use the standards developed by the other Colleges in the University as the basis for formulating University criteria and standards. In the absence of approved College standards the University standards shall apply;
- (iii) to establish the University's criteria and standards of promotion for each rank;
- (iv) to communicate the University's criteria and standards of promotion for each rank to College Promotions and Review Committees;
- (v) to receive and consider written appeals from individual employees when the College recommendation is against promotion to the ranks specified in (vi) below;
- (vi) to receive and review College recommendations for promotion to the ranks of Professor and Librarian and approve them if they are not inconsistent with the standards of the department, College, and the University;
- (vii) to receive oral presentations from the chairs of subordinate committees when the University Review Committee deems it appropriate;
- (viii) to submit to the President for transmission to the Board the University's recommendations for promotion.

16.4.5 Basis for Promotion. The basis for promotion shall be as for the award of tenure under Article 15.10.

16.4.6 Promotions Appeal Committee. The powers of the Promotions Appeal Committee shall be:

- (i) to hear and decide appeals from individual employees who have not been recommended for promotion by the Committee which recommends to the President in accordance with Articles 16.4.3 and 16.4.4;
- (ii) to submit its recommendations for promotion to the President for transmission to the Board.

16.5 Rules of Procedure.

16.5.1 Advising Candidates for Promotion. By May 31, the Department Head or Dean shall meet with each employee in the department or non-departmentalized College to discuss the employee's progress in meeting the approved departmental or College standards for promotion. A written statement setting out the Department Head's or Dean's assessment, on a form uniquely used for this purpose, shall be transmitted to the employee. This form shall be approved by the Joint Committee for the Management of the Agreement. If deficiencies are noted, the statement shall identify the relevant categories of the standards and shall suggest steps that the employee may take to rectify such perceived deficiencies. The employee shall be entitled to provide a written response to any statement made on the Progress Towards Promotion form within one week of the meeting with Department Head or Dean. Given the formative nature of the process, the Progress Towards Promotion form and any written response from the employee shall not be used as evidence in meetings of the first level committee, either at the Department Promotions Committee or the College Promotions Committee. The Progress Towards Promotion form and any written response from the employee shall be admissible as evidence in reviews of negative decisions or appeals to the Promotions Appeal Committee but shall not limit in any way the decisions of the review committees or appeal committees. Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and shall convey information received in that consultation to the employee and in the written statement.

16.5.2 Voting Procedures. The following voting procedures shall be used by committees subordinate to the Promotions Appeal Committee:

- (i) each member of the committee, including the chair shall have one vote. Members may vote on a particular candidate only if they have taken part in the committee's deliberations on that candidate;

- (ii) a quorum shall be two-thirds of the members of a promotions committee taken to the nearest integer. Employees on leave or excluded because of conflict of interest shall not be counted in order to determine the size of a committee nor to determine if a meeting has a quorum. However, an employee on leave who is a member of a committee may, if present, participate and vote in the meetings of the committee;
- (iii) the decision on promotion shall be by simple majority of the vote of those voting. The vote of any member abstaining shall not be counted in support of either the affirmative or negative view. A tie vote means the motion is lost. The vote shall be taken in response to the question: "Shall promotion be recommended?";
- (iv) any member of a promotions committee who is of the immediate family of a candidate for promotion shall be disqualified from attending the deliberations of the committee concerning the case and from voting on the question;
- (v) each promotion committee shall have the right to rule a member ineligible to vote or to require a member to withdraw from the deliberations of the committee if it considers a serious conflict of interest to exist;
- (vi) a member of a College Review Committee or a member or observer of the University Review Committee (including the chair) shall withdraw from the meeting when these Committees receive or review the recommendations of a Department Promotions Committee or a College Promotions Committee or a College Review Committee which includes the member or observer. A quorum of those eligible to vote shall be present for each case considered.

16.5.3 Candidate to be Informed. A candidate shall be sent written notice of the disposition of a promotion decision, by the chair of the committee, within one week of the decision being made. If the decision is to deny promotion, the advice shall include information on the candidate's right of appeal and the procedure to be followed by the candidate in initiating an appeal.

In addition, the candidate shall receive from the chair of that committee a written statement of the reasons for the negative recommendation, including those of any subordinate committee or committees which the senior committee judges to be valid and relevant. The statement of reasons shall, by direct reference to those portions of the department's, College's, and/or University statements of standards, specify the standards which the candidate has failed to satisfy. The statement shall also include a summary of the substantive information considered in the candidate's case.

16.5.4 Review and Appeal in the Case of Denial. A candidate who is not recommended for promotion by a Department Promotions Committee is entitled to withdraw or make a written appeal to the College Review Committee, and a candidate who is not recommended for promotion to the ranks of Professor or Librarian by a College Promotions Committee or a College Review Committee is entitled to withdraw or make a written appeal to the University Review Committee. Employees not recommended for other promotions by the appropriate College committee are entitled to appeal to the Promotions Appeal Committee. Employees not recommended for promotion by the University Review Committee are entitled to appeal to the Promotions Appeal Committee. Only written statements shall be admissible as evidence before the College Review Committee or the University Review Committee except as provided in Article 16.4.4 (vii).

16.5.5 Notice of Withdrawal or Appeal. An employee entitled to withdraw or appeal in accordance with the provisions of Article 16.5.4 is required to advise the chair of the appropriate committee of the employee's intention. This notification shall be made within one week of the employee being advised of an appealable negative decision, or within two weeks of the closing date for the committee's consideration of the appeal (Article 16.6), whichever date occurs sooner. In the case of an appeal to the College Review Committee, the substance of the appeal shall be filed with the chair of the committee no later than one week before the closing date for committee consideration of the appeal. In the case of an appeal to the University Review Committee or the Promotions Appeal Committee, the substance of the appeal shall be filed with the chair of the committee no later than two weeks before the closing date for committee consideration of the appeal.

16.5.6 Information and Committee Procedures. The following regulations shall govern the preparation, recording, and admissibility of information for promotions committees:

- (i) a confidential file shall be kept of all information received and considered by each promotions committee, and a record shall be maintained of all decisions reached by each committee;

- (ii) it is the responsibility of the committee chair to gather information and documentation which the committee shall use when considering candidates for promotion. This information and documentation should include, inter alia, data about the candidate's qualifications, scholarship and teaching, testimonials, proof of degrees, publications, class materials, and reports by peers who have seen the candidate teach. Student submissions are admissible if they are written expressions, prepared by individual students and signed, that give justification for their view. No anonymous material shall be introduced or considered except for student course evaluations which may be considered but only in accordance with Article 12.1.1. A candidate is entitled to request and receive from the chair of a committee a list of the items included in the documentation submitted to the committee for consideration of the candidate's case. If a candidate considers it necessary for a committee to have material additional to that mentioned above, which the chair collects, it is the responsibility of the candidate to obtain it and submit it to the chair. Special Library skills and teaching, where teaching is part of assigned duties, shall be criteria when considering promotion of librarians and reports by peers who have worked with the candidate may be included. Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and gather information in writing in respect of the same matters;
 - (iii) a candidate for promotion is entitled to make a written submission to the committee which first considers the candidate's case. In addition, if the candidate is not recommended for promotion, the candidate is entitled to make a written appeal in accordance with Article 16.5.4;
 - (iv) the chair and members of subordinate review committees are entitled to introduce only written information to each committee which reviews their decisions, except as provided in Article 16.4.4 (vii) and except for the Promotions Appeal Committee where they have the right to appear before the committee;
 - (v) if errors of omission or of procedures are found in the proceedings of a Department or College Promotions Committee or a College Review Committee, that committee shall be so advised so that it may have an opportunity to respond. If new or additional information relevant to the time period being reviewed is received by a superior committee, that information shall be referred to the candidate (subject to the limitations in respect of confidentiality as defined in Article 12) and, at the Committee's discretion, to the relevant subordinate committee, so that it may have an opportunity to respond. Any such response shall be supplied to the candidate provided that the confidentiality of the information commented upon is preserved;
 - (vi) in cases where recommendations are not unanimous at the department or College level, the College Review Committee or the University Review Committee shall ascertain minority views;
 - (vii) each committee shall determine its own operating procedures, provided they are consistent with the terms of this Agreement, and each candidate shall be informed by the chair of the appropriate committee, in writing, of any operating procedures not specified in this Agreement, before the candidate's case is considered. Where a committee is to consider more than one case in a given year, these procedures shall be applied uniformly.
- 16.5.7 Reconsideration of Promotion. Neither a College Review Committee nor the University Review Committee shall ask any committee that has already made a promotions recommendation to reconsider that recommendation. However, any committee may reconsider its own decision until the date for transmitting its recommendation to a subsequent committee or to the President for transmission to the Board (see Article 16.6).
- 16.5.8 The Promotions Appeal Committee shall follow the same procedures as the Tenure Appeal Committee, as specified in Article 15.
- 16.6 Dates. The following dates shall apply to promotions cases:
- (i) by May 31, the Department Head (or Dean of a non-departmentalized College) shall have met with each candidate, as described in Article 16.5.1;
 - (ii) Candidates shall advise their Department Head or Dean by June 15 of their decision to seek promotion in the following academic year;
 - (iii) the period under review ends on June 30 of the academic year prior to the one in which the review takes place;

- (iv) by June 30, the Department Head (or Dean of a non-departmentalized College) shall have advised the candidate to provide such information as the candidate wishes to introduce in support of the candidate's own case;
- (v) by August 1, the candidate shall have provided to the Department Head (or Dean of a non-departmentalized College) such information as the candidate wishes to introduce in support of the candidacy for promotion;
- (vi) by October 21, department committees shall have considered all cases for promotion and submitted their recommendations to the College;
- (vii) by December 7, College committees shall have considered all cases for promotion and submitted their recommendations to the University Review Committee or to the President in accordance with Article 16.4.2;
- (viii) by February 15, the University Review Committee shall have considered all cases for promotion and submitted its positive recommendations to the President for transmission to the Board;
- (ix) by March 31, the President shall have advised all candidates for promotion of the decision of the Board, except those whose cases are pending before the Promotions Appeal Committee;
- (x) by April 15, the Promotions Appeal Committee shall have considered all appeals and submitted its positive recommendations to the President for transmission to the Board;
- (xi) by May 15, the Board shall have considered all cases for promotion and the President shall have advised all candidates in writing of the Board's decision.

No decision on promotion shall be set aside or reversed only because of technical non-compliance with the dates and times established for this section.

- 16.7 Interpretations. Any dispute arising from the interpretation of any of the above regulations and procedures on promotion in an individual case shall be resolved by agreement between the Employer and the Association.
- 16.8 A grievance in the case of promotion shall be subject to the same limitations as in the case of tenure.

17. SALARY REVIEW PROCEDURES

- 17.1 Types of Salary Actions. In addition to the salary scale adjustment, each employee may be eligible for one of the following types of salary actions each year as appropriate:
 - (i) awarding a Career Development Increase or part thereof;
 - (ii) awarding a Special Increase in accordance with Article 18.2.4.1;
 - (iii) awarding a combination of (i) and (ii);
 - (iv) withholding a Career Development Increase.
- 17.1.1 Awarding of Career Development Increases. Career Development Increases are given in recognition of added experience, ability and scope of responsibilities. They are granted to all employees whose duties are performed at a level of competence acceptable for each rank and who are eligible according to Article 18. A Career Development Increase may be withheld only in accordance with the procedures of Article 31 and the provisions of Article 18.7.
- 17.1.2 In situations where appointments are made at a date other than July 1, entitlement to a Career Development Increase in the succeeding year shall be established as follows:
 - (i) appointments effective between July 1 and October 1 shall not diminish an employee's entitlement to a Career Development Increase;
 - (ii) appointments effective after October 1 shall diminish entitlement to a Career Development Increase by prorating it on the basis of the number of months by which the effective date of

appointment precedes July 1 divided by twelve. For this purpose partial months will be treated as full months.

- 17.1.3 Awarding of Special Increases. A Special Increase may be awarded to an employee who has demonstrated excellence in one or more of the categories described in Article 17.2. A Special Increase may be based on accumulated performance over a period of years which, when regarded altogether, may merit a Special Increase. The award of Special Increases must take into account the variability of an employee's assignment of duties (Article 11) across employees in the academic unit.
- 17.1.3.1 Evaluation will be based on information provided by each employee as documented in a current CV update and in accordance with applicable standards for the award of Special Increases and Article 17.5.6 (ii).
- 17.1.3.2 Consideration for promotion shall not prejudice consideration for a Special Increase.
- 17.2 Basis for the Award of Special Increases. It is accepted that the criteria for the award of special increases may differ from Department to Department and from College to College as a result of unique aspects or expectations of the discipline that may be internal and/or external to the University. Standards for the award of Special Increases shall be established in accordance with the following provisions and the provisions of Article 17.3.
- Standards of performance for the award of Special Increases shall take into account variability in the assignment of duties across employees in the academic unit.
- 17.2.1 Teaching. A Special Increase may be awarded to an employee for excellence in teaching.
- 17.2.2 Research and Scholarly Work. A Special Increase may be awarded to an employee for excellence in the following types of research and scholarly work:
- (i) Publication. Publication, or receipt of a letter accepting a finished manuscript for publication, are grounds for recommending an employee for a Special Increase. The size of the Special Increase should reflect the amount of time necessary to produce the publication, as well as the academic merit of the work.
 - (ii) Unpublished Work. Unpublished research or scholarly work are grounds for recommending an employee for a Special Increase if it is established that the work has academic merit and that there is no appropriate publication outlet for a particular subject matter, or that the work is of a kind that may not normally lead to peer-reviewed publication, such as engineering design, software, patentable inventions or certain types of impactful community engaged and culturally sensitive research and scholarly work.
 - (iii) Artistic Work. Artistic creations and performances are grounds for recommending an employee for a Special Increase, where this is appropriate to a discipline.
- 17.2.3 Practice of Professional Skills. A Special Increase may be awarded to an employee for excellence in the practice of professional skills.
- 17.2.4 Extra University Work and Public Service. A Special Increase may be awarded to an employee for excellence in outreach and engagement, clinical service, committee work, or public service, provided the following criteria are met:
- (i) the work is outside of the assigned duties of the employee, as specified in the employee's letter of appointment or by past practice. Employees in clinical departments would not merit a Special Increase for their assigned outreach or clinical work within this category;
 - (ii) the work is not done for extra pay that is more than a nominal fee. An employee who is paid more than a nominal fee to do extra work by government or a public agency would not normally satisfy this criterion.
- 17.2.5 Administrative Work. A Special Increase may be awarded to an employee with administrative duties, other than duties associated with a Department Head or Assistant Dean.
- 17.2.6 Administrative Service as a Department Head or Assistant Dean. A Special Increase may be awarded to a Department Head or Assistant Dean for administrative service as a reward for excellence in serving the department, or College.

- 17.2.7 Improvement in Academic Qualifications. A Special Increase may be awarded to an employee who has improved their academic qualifications by completing a degree, course of study, or similar program.
- 17.2.8 Offer of Employment from a Comparable Institution. A Special Increase may be awarded to an employee who has received an offer of employment from a comparable institution. Such an offer normally would be in writing.
- 17.2.9 Performance of the Full Range of Assigned Duties. A Special Increase may be awarded to an employee when excellence in performance of assigned duties has been demonstrated through the combination of two or more categories listed above.
- 17.2.10 Improvement and Development. A Special Increase may be awarded to an employee demonstrating significant improvement or development in the categories listed above for reasons acceptable to the Department Salary Committee or the College Review Committee.
- 17.3 Committee Structure.
- 17.3.1 Department Salary Committee. Each department shall annually establish a Department Salary Committee chaired by the Department Head. The committee shall consist of the chair and a minimum of three eligible employees of the department. Eligible employees include those holding probationary, tenured, continuing status, or term appointments if the term of appointment is for more than one academic year and there is at least another academic year remaining in the term of appointment at the time of appointment to the committee. In the event that the Department is unable to constitute a committee with the minimum number of members, the committee shall consist of all eligible employees of the department. A committee member whose own case is considered shall still participate on the committee, except that when the committee member's own case is considered the committee member will be excluded from the proceedings of the committee.
- 17.3.2 College Salary Committee. Each non-departmentalized College shall annually establish a College Salary Committee chaired by the Dean. The committee shall consist of the chair and a minimum of three eligible employees of the College. Eligible employees include those holding probationary, tenured, continuing status, or term appointments if the term of appointment is for more than one academic year and there is at least another academic year remaining in the term of appointment at the time of appointment to the committee. A committee member whose own case is considered shall still participate on the committee, except that when the committee member's own case is considered the committee member will be excluded from the proceedings of the committee.
- 17.3.3 College Salary Committee for Department Heads and Assistant Deans. Each College shall establish annually a College Salary Committee for Department Heads and Assistant Deans chaired by the Dean. The Committee shall consist of the chair and a minimum of three Department Heads and/or Assistant Deans. In the event that the College is unable to constitute a committee with the minimum number of members, the committee shall consist of all eligible Department Heads and Assistant Deans. A committee member whose own case is considered shall still participate on the committee, except that when the committee member's own case is considered the committee member will be excluded from the proceedings of the committee.
- 17.3.3.1 The College Salary Committee for Department Heads and Assistant Deans may delegate its powers to one or more subcommittees. A subcommittee shall consist of the Dean as chair and a minimum of two Department Heads and/or Assistant Deans.
- 17.3.4 College Review Committee. For departmentalized Colleges, the membership of the College Review Committee shall be the same in the case of salary recommendations as in the case of tenure. A committee member whose own case is considered shall still participate on the committee, except that when the committee member's own case is considered the committee member will be excluded from the proceedings of the committee.
- 17.3.4.1 The College Review Committee may delegate its powers to one or more subcommittees. A subcommittee shall consist of the Dean as chair and a minimum of two other members of the College Review Committee.
- 17.3.5 President's Review Committee. The President's Review Committee shall be composed of four employees, the Vice-President Academic and Provost who shall be chair, two other academic officers appointed by the President, and two Association observers. The four employees shall be chosen annually by lot from the Appeal Panel (Article 16.3.5.1). They shall be restricted to employees who are not currently members of a Department or College Salary Committee or a College Review Committee and who hold appointments with tenure or continuing status.

17.4 Powers of the Committee.

17.4.1 Department Salary Committee. The Department Salary Committee shall:

- (i) propose standards of performance for the award of Special Increases;
- (ii) communicate these standards, in writing, to the College Review Committee and, on approval, to all employees in the department;
- (iii) receive, review and rank the submissions of each employee who is eligible to be considered except the head, and award either one-half or one full Special Increase where appropriate;
- (iv) submit the Department's decisions for the award of Special Increases to the College Review Committee;
- (v) recommend to the College Review Committee for additional Special Increases those eligible employees, except the head, who have been awarded a Special Increase by the department and who may merit an additional award;
- (vi) recommend to the College Review Committee for Special Increases those eligible employees in the department, except the head, to whom the Department Salary Committee would have awarded Special Increases except that the Committee had insufficient funds available to make such awards;
- (vii) submit to the College Review Committee those employees not awarded or recommended for a special increase and the justification for the salary action;
- (viii) inform employees in the department of the Committee's rankings, decisions for the award of Special Increases and recommendations to the College Review Committee, as well as the Committee's reasons for such awards and recommendations;

17.4.2 College Salary Committee. For non-departmentalized Colleges, the College Salary Committee shall:

- (i) establish standards of performance for the award of Special Increases;
- (ii) communicate these standards, in writing, to all employees in the College;
- (iii) receive, review and rank the submissions of each employee who is eligible to be considered for a Special Increase and award either one-half, one full, one and one-half or two full Special Increases where appropriate;
- (iv) recommend to the President's Review Committee Special Increases for those eligible employees in the College who may merit an award or an additional award;
- (v) inform employees in the College of the Committee's rankings, decisions for the award of Special Increases and recommendations to the President's Review Committee, as well as the Committee's reasons for such awards and recommendations;
- (vi) submit the College's decisions for the award of Special Increases to the President for the information of the Board;

17.4.3 College Salary Committee for Department Heads and Assistant Deans. The College Salary Committee for Department Heads and Assistant Deans shall:

- (i) propose standards of performance for the award of Special Increases;
- (ii) communicate these standards, in writing, to the College Review Committee and on approval to all Department Heads and Assistant Deans in the College;
- (iii) receive, review and rank the submissions of each Department Head and Assistant Dean who is eligible to be considered for a Special Increase and award either one-half or one full Special Increase to eligible Department Heads and Assistant Deans where appropriate;

- (iv) submit the Committee's decisions for the award of Special Increases to the College Review Committee;
- (v) recommend to the College Review Committee for additional Special Increases those eligible Department Heads and Assistant Deans in the College who have been awarded one Special Increases and who may merit an additional award;
- (vi) recommend to the College Review Committee eligible Department Heads and Assistant Deans who would have been awarded Special Increases except that the Committee had insufficient funds available to make such awards;
- (vii) submit to the College Review Committee those employees not awarded or recommended for a special increase and the justification for the salary action;
- (viii) inform Department Heads and Assistant Deans of the Committee's rankings, decisions for the award of Special Increases and recommendations to the College Review Committee, as well as the Committee's reasons for such awards and recommendations.

17.4.4 College Review Committee. For departmentalized Colleges, the powers of the College Review Committee with respect to salaries shall:

- (i) receive and review departmental standards of performance for the award of Special Increases and use them as the basis for formulating College standards;
- (ii) establish fair and equitable standards of performance for the entire College;
- (iii) approve departmental standards of performance if they are consistent with Article 17.2;
- (iv) communicate the College's standards of performance to each Department Salary Committee and employees of the College;
- (v) receive the decisions made by the Salary Committees. The College Review Committee shall not revise in any way these decisions for the award of Special Increases;
- (vii) review recommendations from the Salary Committees for Special Increases and to award up to two Special Increases provided that the combined maximum award from other committees and the college is no more than two special increases for any individual;
- (viii) award up to two Special Increases to employees who may not have been recommended for merit by the Salary Committees;
- (ix) recommend to the President's Review Committee Special Increases for those eligible employees in the College who may merit an award or an additional award;
- (ix) inform individual employees of the outcome of their salary review;
- (x) inform Salary Committees in the College of the College Review Committee's rankings, decisions for the award of Special Increases and recommendations to the President's Review Committee, as well as the Committee's reasons for such rankings, awards and recommendations;
- (xi) submit the College's and Department's decisions for the award of Special Increases to the President for the information of the Board;
- (xii) review the consistency and appropriateness of the rankings, awards and recommendations of Salary Committees in the College and communicate to those Committees the results of the review.

17.4.5 President's Review Committee. The powers of the President's Review Committee with respect to salaries shall be:

- (i) to inform each Department and College of the total sum of money available to it for the award of Special Increases in accordance with Article 18.2.4.2 (i) and (ii);
- (ii) to award either one-half, one full, one and one-half, or two full Special Increases up to the overall maximum of two to those eligible employees for whom application has been made by their

College (under Articles 17.4.2(iv) and 17.4.4 (viii)) or to those employees who have appealed in their own right or whose Dean has appealed on their behalf (Article 17.5.5);

- (iii) to decide on the award of Special Increases in the case of an emergency, a salary anomaly arising out of placement on the salary grid at the time of appointment or a demonstrable risk of losing a faculty member because of higher salaries at comparable institutions, as provided in Article 17.5.7;
- (iv) to submit to the President for the information of the Board the salary decisions of the President's Review Committee.

17.5 Rules of Procedure.

17.5.1 Salary History Forms. Each academic year, the Department Heads (or Deans of non-departmentalized Colleges) shall provide each employee with a Salary History Form, prepared by the Employer and approved by the Association, showing the salary for each of the last five years of employment at the University and the detailed elements of salary showing the change from one year to the next.

17.5.2 Advising Faculty. Each academic year, employees shall be provided with a copy of applicable Standards for the award of Special Increases for their Department and College. In addition to the detailed information provided by the relevant salary review committee, the Department Head (or Dean of a non-departmentalized College) shall meet with each employee and provide the employee with a written copy of the department's or College's recommendation including the priority ranking, if any, for the recommendation on the employee's salary. The salary review form used for this purpose shall be approved by the Joint Committee for the Management of the Agreement. Following examination of the department's or College's recommendation (or decision), the salary review form shall be signed by the employee, but such signature shall not be nor be deemed to be an acceptance by the employee of any matter of fact or opinion set out in the form, and the form shall then be returned to the employee's Department Head (or Dean). Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and shall convey information received in that consultation to the employee and in the written statement.

17.5.3 Voting Procedures. The following voting procedures shall be used by members of the President's, College or department committees that consider salary cases:

- (i) each member of the committee, including the chair, shall have one vote. Members may vote on a particular candidate only if they have taken part in the committee's deliberations on that candidate;
- (ii) a quorum shall be two-thirds of the members of a salary committee taken to the nearest integer;
- (iii) the decision on salary recommendations shall be by simple majority vote of those voting. The vote of any member abstaining shall not be counted in support of either the affirmative or negative view. A tie vote means that the motion is lost. The vote shall be taken in response to a specific salary recommendation for each employee;
- (iv) any member of a committee who is of the immediate family of a candidate for a Special Salary Increase shall be disqualified from attending the deliberations of the committee concerning the case and from voting on the question;
- (v) each salary committee shall have the right to rule a member ineligible to vote or to require a member to withdraw from the deliberations of the committee if it considers a serious conflict of interest to exist.

17.5.4 Right to Appear. The Department Head shall appear before the College Review Committee to discuss the departmental recommendations for Special Increases for each eligible employee in the department. When the College, or its Dean, applies for a Special Increase on behalf of an employee in the College, the Dean and the Department Head shall be entitled to appear before the President's Review Committee in the case of a departmentalized College; and the Dean and a member of the College Salary Committee, selected by the College Salary Committee, shall be entitled to appear before the President's Review Committee in the case of a non-departmentalized College. When individual employees appeal to the President's Review Committee in their own right, each employee shall be entitled to ask a colleague to appear on the employee's behalf before the President's Review Committee. Whenever an individual employee appeals to the President's Review Committee, the relevant Salary Committees shall be given an opportunity to state the reasons for its earlier decision. A copy of the statement of reasons

by the Department Salary Committee, College Salary Committee or College Review Committee shall be sent to the individual appellant, who shall be entitled to respond to the President's Review Committee. Any individual appearing before the President's Review Committee (Dean and Department Head in the case of a departmentalized College; Dean and a member of the College Salary Committee in the case of a non-departmentalized College; or a colleague on behalf of an individual) will have the opportunity to speak under the time limits specified by the Committee.

17.5.5 Right of Appeal. An employee, or the employee's Dean in support of the employee, is entitled to appeal the employee's salary award only to the President's Review Committee, and only in writing.

17.5.6 Dates. The following dates for completion of the work of the committees shall apply, unless the Joint Committee for the Management of the Agreement directs otherwise:

- (i) the period under review ends on June 30 of the academic year prior to the one in which the review takes place;
- (ii) by June 30, the Department Head (or Dean of a non-departmentalized College) shall have advised the candidate to provide such information as the candidate wishes to introduce in support of the candidate's own case. The information should refer to the categories in Article 17.2;
- (iii) by September 1, the candidate shall have provided to the Department Head (or Dean of a non-departmentalized College) such information as the candidate wishes to introduce in support of the candidate's case;
- (iv) by November 30, the Department Head shall have met with each employee to discuss the salary recommendation as described in Article 17.5.2 and the department committees shall have considered all salary reviews, made awards where appropriate, submitted their recommendations to the College, and informed employees in the department of rankings, awards and recommendations, as well as the reasons for awards and recommendations;
- (v) by January 31, College Review Committees in departmentalized colleges shall have considered all salary reviews, made awards where appropriate, submitted their recommendations to the President's Review Committee, informed individual employees of decisions and recommendations, and submitted decisions to the President for the information of the Board;
- (vi) by January 31, the Dean of non-departmentalized colleges shall have met with each employee to discuss the salary recommendation as described in Article 17.5.2 and the College Salary Committee shall have considered all salary reviews, made awards where appropriate, submitted their recommendations to the President's Review Committee, informed employees in the College of rankings, awards and recommendations, as well as the reasons for awards and recommendations, and submitted its decisions to the President for the information of the Board;
- (vii) by February 28, any employee wishing to appeal a decisions of a Salary Committee or College Review Committee shall have submitted the appeal to the secretary of the President's Review Committee;
- (viii) by March 31, the President's Review Committee shall have considered all cases before it and submitted its decisions to the President for the information of the Board.

17.5.7 Expedited Procedures. Notwithstanding Article 17.5.6, in the case of an emergency, a salary anomaly arising out of placement on the salary grid at the time of appointment, or a demonstrable risk of losing a faculty member because of higher salaries at comparable institutions, salary adjustments can be made by adding a combination of Special Increases and/or Career Development Increases. The Career Development Increases added will reduce the remaining Career Development Increases available under Article 18.3. This adjustment may be granted at any time and can be awarded permanently or for a specified time period, provided the appropriate Department Salary Committee, the College Review Committee (or College Salary Committee) and the President's Review Committee have recommended such an increase, and the Joint Committee for the Management of the Agreement has approved such action. The limitations of Article 18.2.4.1 do not apply to awards made in accordance with the provisions of this section.

17.5.8 Employees to be Informed. All employees are to be informed within one week after a decision is made in their case by the Department or College Salary Committee and the College Review Committee. All employees considered by the President's Review Committee are to be informed within ten days after the decision is made in their case.

- 17.5.9 Operating Procedures. Each Salary Committee shall determine its operating procedures provided that they are consistent with these general procedures. It is the responsibility of the Committee chair to gather information and documentation which the Committee shall use when considering salary recommendations for employees.
- 17.6 Interpretation. Any dispute arising from the interpretation of the above regulations and procedures on salary reviews in an individual case shall be resolved by agreement between the Employer and the Association.
- 17.7 Grievance in Salary Review Cases. A grievance in the case of salary review shall be subject to the same limitations as in the case of tenure.

18. RANKS AND SALARIES

- 18.1 Ranks.
- 18.1.1 Employees shall be classified in accordance with Academic Ranks specified in Article 13.1.1.
- 18.1.2 Effective on July 1, of each year, an employee shall be assigned a rank from Article 13.1.1 in accordance with the procedures and provisions of Articles 13, 14 and 16.
- 18.2 Salaries.
- 18.2.1 An employee's 2017-2018 base salary shall be defined as the employee's 2016-2017 base salary adjusted by increases as provided in Article 18.2.2.
- An employee's 2018-2019 base salary shall be defined as the employee's 2017-2018 base salary adjusted by increases as provided in Article 18.2.2.
- An employee's 2019-2020 base salary shall be defined as the employee's 2018-2019 base salary adjusted by increases as provided in Article 18.2.2.
- An employee's 2020-2021 base salary shall be defined as the employee's 2019-2020 base salary adjusted by increases as provided in Article 18.2.2.
- An employee's 2021-2022 base salary shall be defined as the employee's 2020-2021 base salary adjusted by increases as provided in Article 18.2.2.
- 18.2.1.1 For an employee appointed in the academic year 2017-2018, 2018-2019, 2019-2020, 2020-2021, or 2021-2022 this definition shall mean the annual salary agreed upon at the time of appointment.
- 18.2.2 Effective July 1, 2017, the Salary Scale adjustments referred to in Memorandum of Agreement No. 1, and the Career Development Increase adjustment as provided in Article 18.3 and any Special Salary Increases awarded under the provisions of Articles 18.2.4.1 and 18.2.4.2 shall be added to the 2016-2017 base salary of each employee.
- Effective July 1, 2018, the Salary Scale adjustments referred to in Memorandum of Agreement No. 1, and the Career Development Increase adjustment as provided in Article 18.3 and any Special Salary Increases awarded under the provisions of Articles 18.2.4.1 and 18.2.4.2 shall be added to the 2017-2018 base salary of each employee.
- Effective July 1, 2019 the Salary Scale adjustments referred to in Memorandum of Agreement No.1, and the Career Development Increase adjustment as provided in Article 18.3 and any Special Salary Increases awarded under the provisions of Articles 18.2.4.1 and 18.2.4.2 shall be added to the 2018-2019 base salary of each employee.
- Effective July 1, 2020, the Salary Scale adjustments referred to in Memorandum of Agreement No. 1, and the Career Development Increase adjustment as provided in Article 18.3 and any Special Salary Increases awarded under the provisions of Articles 18.2.4.1 and 18.2.4.2 shall be added to the 2019-2020 base salary of each employee.
- Effective July 1, 2021 the Salary Scale adjustments referred to in Memorandum of Agreement No. 1, and the Career Development Increase adjustment provided in Article 18.3 and any Special Salary

Increases awarded under the provisions of Articles 18.2.4.1 and 18.2.4.2 shall be added to the 2020-2021 base salary of each employee.

- 18.2.3 Career Development Increases. Career Development Increases shall have values as listed in the Schedule of Salaries. The number of Career Development Increases in each rank shall be listed in the Schedule of Salaries (Article 18.3).

The salary grids represent continuums whereby employees are entitled to the following: employees in the rank of Assistant Professor, Associate Professor, Professor, Assistant Librarian, Associate Librarian, and Librarian may receive a career total of 19 Career Development Increases of value defined in Article 18.3, Instructors and Lecturers may receive 12 Career Development Increases of value defined in Article 18.3.

Except as provided for in Article 18.2.6 or awarded according to Article 17.5.7 an employee's entitlement to receive an annual Career Development Increase shall be limited by the maximum CDI count for each rank as defined in Article 18.3.

Career Development Increases advanced on appointment according to Article 18.2.6 or awarded according to Article 17.5.7, reduce the Career Development Increase entitlement within the rank and the career total accordingly.

Employees whose CDI count is a fraction below the maximum CDI count for the rank shall receive a fraction of a CDI to the maximum CDI count for the rank.

Disputes relating to the calculation of Career Development Increase entitlement shall be resolved by the Joint Committee for the Management of the Agreement.

- 18.2.4 Special Increases.

- 18.2.4.1 Effective July 1, 2017, a Special Increase having value equal to 0.5, 1.0, 1.5, 2.0, 2.5 or 3.0 times the value of a Career Development Increase may be awarded to an employee. Effective July 1, 2019, a Special Increase having value equal to 0.5, 1.0, 1.5, or a maximum of 2.0 times the value of a Career Development Increase, may be awarded to an employee. The Employer shall notify the Association of the number and total cost of Special Increases annually and provide a list of employees receiving Special Increases that is classified by rank, administrative title, Department, College and amount of individual awards.

- 18.2.4.2 Special increases shall be paid retroactively to the preceding July 1 of each year. The procedures specified in Article 17 shall apply. For these procedures, the sum of money to be available for Special Increases shall consist of:

- (i) effective July 1, 2017 the sum of money equivalent to 305 Career Development Increases, which shall be distributed among the Departments and non-departmentalized Colleges in proportion to the number of employees in each unit, for allocation in accordance with Article 17. Effective July 1, 2019, the sum of money distributed among the Departments and non-departmentalized Colleges shall be equivalent to 150 Career Development Increases. In the event that the Department Committee does not award the entire sum, any funds remaining in this allotment shall be allocated to the College Review Committee;
- (ii) effective July 1, 2017 the sum of money equivalent to 244 Career Development Increases, which shall be distributed among the Colleges in proportion to the number of employees in each College, for allocation in accordance with Article 17. Effective July 1, 2019, the sum of money distributed among the Colleges shall be equivalent to 120 Career Development Increases. In the event that the College Salary Committee and College Review Committee do not award the entire sum, any funds remaining in this allotment shall be allocated to the President's Review Committee; and
- (iii) effective July 1, 2017, the sum of money equivalent to 61 Career Development Increases to be available for award by the President's Review Committee in accordance with Article 17. Effective July 1, 2019, the sum of money equivalent to 30 Career Development Increases shall be available for award by the President's Review Committee. In the event that the President's Review Committee does not award the entire sum, any funds remaining in this allotment shall be proportionally allocated to be used in the subsequent year's salary review process;

For the purposes of this Article, the Library shall be considered to be a non-departmentalized College.

- 18.2.4.3 Effective July 1, 2007 the award of Special Increases does not reduce eligibility for Career Development Increases.
- 18.2.5 On promotion, an employee becomes eligible for Career Development Increases of the employee's new rank up to the CDI ceiling of the new rank.
- 18.2.6 Procedures for Setting Starting Salaries.
- 18.2.6.1 Normally, the salary for new appointments shall be the floor of the appropriate rank if the candidate has no prior academic or related experience. In some cases there may be justifiable reasons to appoint a new faculty member at a salary above the floor of the appropriate rank. A starting salary above the floor of the appropriate rank shall be based on credible evidence according to the Guidelines for Starting Salary Recommendations, as approved by the Joint Committee for the Management of the Agreement, and the following procedures.
- 18.2.6.2 Credible evidence shall, at a minimum, include examination of the materials referred to in Article 13.5.1.5 and evidence in writing that demonstrates that competitive or other conditions are such that it is not possible to hire the candidate at the floor of the appropriate rank.
- 18.2.6.3 The Guidelines for Starting Salary Recommendations, as approved by the Joint Committee for the Management of the Agreement, shall describe the criteria and evidentiary requirements for the determination of starting salaries including the assessment of competitive economic or other circumstances, prior academic or related experience, and meritorious achievement at other academic institutions (which may be based on factors such as years of experience in the appropriate rank and any additional factors that are considered relevant).
- 18.2.6.4 The guidelines, criteria and evidentiary requirements shall be provided to the Search Committees of each Department or non-departmentalized College and to the President's Review Committee and shall be used for establishing the starting salary for all new employees. Changes to the Guidelines, criteria, and evidentiary requirements shall be approved by the Joint Committee for the Management of the Agreement.
- 18.2.6.5 Starting salaries shall not include any salary in addition to that provided for under the Collective Agreement.
- 18.2.6.6 Procedures stipulating the recommendation of starting salaries fall into one of the following five categories depending on the appropriate rank and recommended starting salary for the candidate.
- 18.2.6.7 Procedures Applicable in All Cases:
- (i) The Search Committee of the Department or non-departmentalized College shall make a recommendation of the appropriate rank and salary for a candidate. The salary recommendation shall be comprised of a CDI count and Special Increase count. The starting salary of the candidate shall not be less than the recommended salary and may not be more than 2 CDIs or Special Increases above the recommended salary without referral back to the Search Committee;
 - (ii) Appropriate rank means the academic rank commensurate with the candidate's qualifications and experience and for which tenure and promotion to the next rank are reasonably attainable.
- 18.2.6.8 Starting salary with a CDI count above the floor but within the appropriate rank of the candidate.
- (i) If the Search Committee finds on credible evidence that a starting salary at the floor of the appropriate rank would not be sufficient to recruit the candidate, it may recommend a starting salary within the appropriate rank;
 - (ii) If the candidate has prior academic experience that was meritorious, the Search Committee may also recommend Special Increases as follows:
 - a) Assistant Professor, Assistant Librarian, Lecturer, Instructor: Up to one Special Increase;
 - b) Associate Professor, Associate Librarian: Up to two Special Increases;
 - c) Professor, Librarian: Up to three Special Increases;

- (iii) The Search Committee shall provide documented evidence and justification with its recommendation.

18.2.6.9 Starting salary with a CDI count above the appropriate rank of the candidate by 3 CDIs or less (Professor and Librarian excluded).

- (i) If the Search Committee finds on credible evidence that a starting salary within the limitations of Article 18.2.6.8 would not be sufficient to recruit the candidate, it may recommend a salary that is no more than three CDIs above the appropriate rank;
- (ii) If the candidate has prior academic experience that was meritorious, the Search Committee may also recommend Special Increases in the following manner:
 - a) Assistant Professor, Assistant Librarian: Up to one Special Increase;
 - b) Associate Professor, Associate Librarian: Up to two Special Increases;
- (iii) The Search Committee shall provide documented evidence and justification with its recommendation.

18.2.6.10 Starting salary with a CDI count above the appropriate rank of the candidate by more than 3 CDIs (Professor and Librarian excluded).

- (i) If the Search Committee finds on credible evidence that a starting salary within the limitations of Article 18.2.6.9 would not be sufficient to recruit the candidate, it may recommend a starting salary up to the CDI ceiling of one rank above the appropriate rank;
- (ii) If the candidate has prior academic experience that was meritorious, the Search Committee may also recommend Special Increases in the following manner:
 - a) Assistant Professor, Assistant Librarian: Up to two Special Increases;
 - b) Associate Professor and Associate Librarian: Up to five Special Increases;
- (iii) The Search Committee shall provide documented evidence and justification with its recommendation;
- (iv) With the support of the Dean, the salary recommendation shall be forwarded to the President's Review Committee;
- (v) The President's Review Committee shall endorse the recommendation of the Search Committee or substitute a starting salary that it considers justified on the documented evidence, and forward its decision to the Search Committee and the Provost and Vice-President Academic.

18.2.6.11 Starting salary for Professor and Librarian with a maximum CDI count.

- (i) If the Search Committee finds on credible evidence that a starting salary within the limitations of Article 18.2.6.8 would not be sufficient to recruit a candidate at the rank of Professor or Librarian, it may recommend a starting salary consisting of the CDI ceiling and a number of Special Increases within the following constraints:
 - (a) for Professor: up to 17 Special Increases
 - (b) for Librarian: up to 13 Special Increases
- (ii) The Search Committee shall provide documented evidence and justification with its recommendation;
- (iii) With the support of the Dean, the salary recommendation shall be forwarded to the President's Review Committee;
- (iv) The President's Review Committee shall endorse the recommendation of the Search Committee or substitute a starting salary that it considers justified on the documented evidence, and forward its decision to the Search Committee and the Provost and Vice-President Academic.

18.2.6.12 Higher Starting Salary in Rare and Exceptional Circumstances.

- (i) In rare and exceptional circumstances and on compelling evidence of economic or other conditions, the Search Committee may recommend a starting salary for a candidate that is above the limits set out in Articles 18.2.6.10 and 18.2.6.11 above. In no case shall the starting salary that is recommended exceed the limits set out below:
 - (a) Assistant Professor, Assistant Librarian: up to the CDI ceiling of highest rank, or the CDI ceiling of highest rank plus up to 6 Special Increases;
 - (b) Associate Professor, Associate Librarian: CDI ceiling of highest rank plus up to 10 Special Increases;
 - (c) Professor and Librarian: CDI ceiling of rank plus up to 28 Special Increases;
- (ii) The Search Committee shall provide documented evidence and justification with its recommendation;
- (iii) With the support of the Dean, the salary recommendation shall be forwarded to the President's Review Committee;
- (iv) The President's Review Committee shall support the recommendation of the Search Committee or substitute a starting salary that it considers justified on the documented evidence, and forward its decision to the Search Committee and the Provost and Vice-President Academic.

18.2.6.13 The parties agree that the maximum number of active appointments at any given time for Articles 18.2.6.10, 18.2.6.11 and 18.2.6.12 combined may not exceed 40, unless approved by the Joint Committee for the Management of the Agreement. All appointments since July 1, 2007 shall be included for the purposes of this article.

18.2.6.14 Appointments shall be classified as active according the following criteria:

- (i) For Article 18.2.6.10, an appointee is classified as active until promoted to the next rank;
- (ii) For Article 18.2.6.11, an appointee is classified as active for 5 years from the date of appointment;
- (iii) For Article 18.2.6.12, an appointee is classified as active:
 - (a) until promoted to the highest rank for Assistant Professor, Associate Professor, Assistant Librarian, Associate Librarian;
 - (b) for 8 years from the date of appointment for Professor and Librarian.

18.2.6.15 The Employer shall provide a monthly summary of active appointments and newly recruited employees by category of the appointment, rank, starting salary, and allocation of CDIs and Special Increases.

18.3 Schedule of Salaries.

<u>July 1, 2017 - June 30, 2018</u>						
	Floor	CDI Value	Number of CDIs for Rank	CDI Ceiling	Overlap Ceiling	With Special Increases
Professor	\$130,925	\$3,136	7	\$152,877	-	Unlimited
Associate Professor	\$112,109	\$3,136	6	\$130,925	\$137,197	Unlimited
Assistant Professor	\$93,293	\$3,136	6	\$112,109	\$118,381	Unlimited
Librarian	\$112,109	\$3,136	8	\$137,197	-	Unlimited
Associate Librarian	\$93,293	\$3,136	6	\$112,109	\$118,381	Unlimited
Assistant Librarian	\$77,613	\$3,136	5	\$93,293	\$99,565	Unlimited
Lecturer	\$77,613	\$3,136	7	\$99,565	-	Unlimited

July 1, 2018 - June 30, 2019

	Floor	CDI Value	Number of CDIs for Rank	CDI Ceiling	Overlap Ceiling	With Special Increases
Professor	\$130,925	\$3,136	7	\$152,877	-	Unlimited
Associate Professor	\$112,109	\$3,136	6	\$130,925	\$137,197	Unlimited
Assistant Professor	\$93,293	\$3,136	6	\$112,109	\$118,381	Unlimited
Librarian	\$112,109	\$3,136	8	\$137,197	-	Unlimited
Associate Librarian	\$93,293	\$3,136	6	\$112,109	\$118,381	Unlimited
Assistant Librarian	\$77,613	\$3,136	5	\$93,293	\$99,565	Unlimited
Lecturer*	\$77,613	\$3,136	7	\$99,565	-	Unlimited

*Lecturer rank revised on July 31, 2018 as below

July 31, 2018 - June 30, 2019

	Floor	CDI Value	Number of CDIs for Rank	CDI Ceiling	Overlap Ceiling	With Special Increases
Lecturer	\$77,613	\$3,136	12	\$115,245	-	Unlimited
Instructor	\$61,933	\$3,136	12	\$99,565	-	Unlimited

July 1, 2019 - June 30, 2020

	Floor	CDI Value	Number of CDIs for Rank	CDI Ceiling	Overlap Ceiling	With Special Increases
Professor	\$132,559	\$3,175	7	\$154,784	-	Unlimited
Associate Professor	\$113,509	\$3,175	6	\$132,559	\$138,909	Unlimited
Assistant Professor	\$94,459	\$3,175	6	\$113,509	\$119,859	Unlimited
Librarian	\$113,509	\$3,175	8	\$138,909	-	Unlimited
Associate Librarian	\$94,459	\$3,175	6	\$113,509	\$119,859	Unlimited
Assistant Librarian	\$78,584	\$3,175	5	\$94,459	\$100,809	Unlimited
Lecturer	\$78,584	\$3,175	12	\$116,684	-	Unlimited
Instructor	\$62,709	\$3,175	12	\$100,809	-	Unlimited

July 1, 2020 - June 30, 2021

	Floor	CDI Value	Number of CDIs for Rank	CDI Ceiling	Overlap Ceiling	With Special Increases
Professor	\$135,145	\$3,237	7	\$157,804	-	Unlimited
Associate Professor	\$115,723	\$3,237	6	\$135,145	\$141,619	Unlimited
Assistant Professor	\$96,301	\$3,237	6	\$115,723	\$122,197	Unlimited
Librarian	\$115,723	\$3,237	8	\$141,619	-	Unlimited
Associate Librarian	\$96,301	\$3,237	6	\$115,723	\$122,197	Unlimited
Assistant Librarian	\$80,116	\$3,237	5	\$96,301	\$102,775	Unlimited

Lecturer	\$80,116	\$3,237	12	\$118,960	-	Unlimited
Instructor	\$63,931	\$3,237	12	\$102,775	-	Unlimited

July 1, 2021 - June 30, 2022

	Floor	CDI Value	Number of CDIs for Rank	CDI Ceiling	Overlap Ceiling	With Special Increases
Professor	\$137,778	\$3,300	7	\$160,878	-	Unlimited
Associate Professor	\$117,978	\$3,300	6	\$137,778	\$144,378	Unlimited
Assistant Professor	\$98,178	\$3,300	6	\$117,978	\$124,578	Unlimited
Librarian	\$117,978	\$3,300	8	\$144,378	-	Unlimited
Associate Librarian	\$98,178	\$3,300	6	\$117,978	\$124,578	Unlimited
Assistant Librarian	\$81,678	\$3,300	5	\$98,178	\$104,778	Unlimited
Lecturer	\$81,678	\$3,300	12	\$121,278	-	Unlimited
Instructor	\$65,178	\$3,300	12	\$104,778	-	Unlimited

18.4 Payment of Salaries.

18.4.1 Employees shall be paid salaries in accordance with the Ranks (Article 18.1), the Schedule of Salaries (Article 18.3), Overload Remuneration (Article 18.5), and Administrative Remuneration (Article 18.8).

18.4.2 Salaries shall be paid by cheque during the month they have been earned or, if authorized, directly into the employee's account at any bank, credit union, or other financial institution, according to a list of such institutions that has been agreed to jointly by the Employer and the Association.

18.4.3 Notwithstanding Article 18.4.2, certain special academic assignments such as overload teaching, or for other extraordinary teaching or non-teaching assignments, by agreement between the Employer and the Association, may be paid according to an arrangement other than monthly payments, but in any case shall be paid in full on completion of such teaching or other academic assignments.

18.4.4 Each employee shall be provided with an itemized statement of salary, supplementary pay, and deductions at least once a year and at such other times as there is a change in the employee's salary, supplementary pay, or deductions.

18.5 Overload Remuneration.

18.5.1 The assignment to teach classes as overload whether on-campus or off-campus, shall be made by the Department Head (or the Dean in non-departmentalized Colleges) following consultation with the departmental (or College) faculty in committee, subject to the approval of the Dean. In accordance with departmental (or non-departmentalized College) policy, faculty may be given right of first refusal to teach any course which is offered by the University on an overload basis.

Effective July 1, 2014, the stipend for teaching a three credit course or equivalent as overload shall be \$5,500.

In addition, in recognition of the inconvenience of teaching an extra six credit unit course off-campus, the employee shall receive an extra \$500 or \$750 depending on whether the location in which the course is taught is outside the city, but less than 160 kilometers, or 160 kilometers or more in radius from Saskatoon.

18.5.2 Effective July 1, 1978, an employee teaching in a non-degree program shall receive a minimum of \$22.00 per contact hour.

18.5.3 The stipend for a course less than six credit units shall be calculated on a pro rata basis.

- 18.5.4 Employees in the College of Veterinary Medicine who have received extra compensation for the care of animals and other duties shall continue to be paid according to past practices, unless otherwise approved by the Joint Committee for the Management of the Agreement.
- 18.5.5 An employee may receive extra compensation for certain extraordinary teaching or non-teaching assignments. Individual or aggregate payments which exceed \$500 to one employee in any academic year will be reported to the Association. Payments in excess of \$8,000 to one employee in any academic year require the approval of the Joint Committee for the Management of the Agreement.
- 18.5.6 Effective July 1, 1990, the overload stipend payable to an employee tutoring and marking an Independent Study course shall be set at 3.7% of the normal overload stipend, as set out in Articles 18.5.1 and 18.5.3, for each student enrolled in the class up to and including 27 students. When there are more than 27 students enrolled, the stipend will amount to \$100 for each additional student. The minimum stipend for an Independent Study course shall be \$1,000 for a six-credit unit course and \$500 for a three-credit unit course. Courses with more or fewer credit units will be prorated accordingly.
- 18.6 Outside Consulting, Employment, and Clinical Practice.
- 18.6.1 Employees are entitled to engage in consulting, employment, and clinical practice outside of the University, provided that it does not interfere with the assigned duties of the employee. Employees shall consult with their Department Head, or Dean in the case of non-departmentalized Colleges, before making a commitment to engage in consulting, employment, or clinical practice outside the university and do so at least once a year in case such activities continue, to determine if the proposed work may interfere with their assigned duties. If outside consulting, employment, or clinical practice will interfere with the employee's assigned duties, the employee must first obtain written approval from the employee's Department Head, Dean, and the President before accepting such work. Consulting, employment, and clinical practice outside of the University are recognized to be essential in many academic and professional fields.
- 18.6.2 All outside consulting, employment, and clinical practice in excess of 12 working days per year, except that performed on weekends, vacations, and holidays, shall be reported annually to the Department Head, Dean, and the President on a form prepared for that purpose.
- 18.6.3 For work outside the University, an employee may charge and retain a fee appropriate to the nature of the work.
- 18.6.4 All fees received for testing, analysis, and consultation, or from clinical practice in the Colleges of Dentistry and Veterinary Medicine, that are part of an employee's assigned duties shall be paid to the University and credited to the general fund of the University Operating Budget.
- 18.6.5 Permission to use University facilities, services, or materials by an employee for outside work and consulting must be obtained from the Dean. A reasonable charge may be made for such use.
- 18.6.6 Clinical Earnings and professional fees received by clinicians in the College of Medicine that arise from clinical duties are not subject to the provisions of this Agreement. It is recognized that these earnings and fees may be used to support faculty positions in the College of Medicine as described in Article 35.
- 18.6.7 Clinicians in the College of Dentistry are entitled to devote two half-days a week to private practice outside of assigned duties.
- 18.6.8 The University of Saskatchewan permits its faculty members to undertake private consulting work in accordance with the terms of this Article and under certain conditions, including time availability. When such faculty members are acting in their capacity as private professional consultants, the University disclaims any and all liability for the quality of the advice given and for the results of any actions taken by clients acting thereon.
- 18.7 Salaries of Employees on Leave.
- 18.7.1 Employees shall receive the salary adjustments as provided in Article 18.2.2 when they are:
- (i) on sabbatical leave;
 - (ii) on leave with pay including court leave;
 - (iii) on financially supported educational leave under Article 21.6;

- (iv) on leave without pay to take up an appointment as a visiting scholar at another university.
- 18.7.2 An employee on disability leave under Article 21.8 earns full entitlement to a Career Development Increase for the academic year in which the disability first occurs.
- 18.7.3 An employee on disability leave under Article 21.8 is entitled, in any period of such leave following the year in which the disability first occurs, to a Career Development Increase in accordance with the following guidelines:
 - a) for leaves of three months or less - full Career Development Increase;
 - b) for leaves of more than three months and less than ten months - one-half Career Development Increase;
 - c) for leaves of ten months or more - no Career Development Increase.
- 18.7.3.1 Exceptions from the guidelines in Article 18.7.3 may be approved by the Joint Committee for the Management of the Agreement acting on the recommendation of the Vice-President Academic and Provost.
- 18.7.4 Career Development Increases shall be earned during the first year of leaves without pay. Entitlement to Career Development Increases to be earned during subsequent periods of leave without pay granted for purposes of research and scholarly work (as defined by the College Standards on Promotion and Tenure) and other academic activity shall be approved by the Vice-President Academic and Provost if recommended by the Department Head and Dean (or Dean of a non-departmentalized College).
- 18.7.5 All employees on leave are eligible to be considered for special increases and promotions, and shall receive the benefit of any general scale adjustments authorized during the period of leave.
- 18.7.6 A list of all employees on leave without pay, indicating whether they are entitled to Career Development Increases, shall be provided annually to the Joint Committee for the Management of the Agreement.
- 18.7.7 An employee on parental leave under Article 21.7 shall earn entitlement to a Career Development Increase for the first year of the leave.
- 18.8 Administrative Remuneration for Department Heads, and Assistant Deans.
- 18.8.1 Effective July 1, 2014, an administrative stipend of \$12,000 per annum shall be paid to Department Heads and Assistant Deans. The annual stipend will be paid by monthly installments.

Acting Department Heads and Acting Assistant Deans appointed by the Board for a period exceeding six continuous weeks shall receive the same monthly installment.
- 18.8.2 An employee who is or becomes entitled to a stipend under Article 18.8.1 shall receive an allowance for accountable professional expenses in addition to the amount to which the employee is entitled under Article 22.12. This amount shall be the equivalent in the case of Department Heads of \$40 per full-time faculty member in the department, with a minimum of \$200. Assistant Deans will be entitled to \$500.

Acting Department Heads and acting Assistant Deans appointed by the Board for a period exceeding six continuous weeks shall have the amount prorated.
- 18.8.3 Effective July 1, 2000, employees who serve as Department Heads or Assistant Deans shall be entitled to have \$1,000 annually placed into a research account. Individuals appointed as Department Heads or Assistant Deans on an acting basis for more than six continuous weeks and less than one year shall have the amount prorated. Individuals who do not complete a full year of service shall have the annual amount reduced by the period of service that was not completed. The account shall be used to cover legitimate expenses associated with research activities.
- 18.9 Names and salaries of Special Lecturers and anomalies will be supplied to the Association by October 15 each year.
- 18.10 Stipend for Chairs
- 18.10.1 Chair holders shall normally be appointed at salaries comparable to those of other faculty with similar qualifications and experience. In some cases to be competitive in recruiting and retaining top scholars and to recognize the distinction of holding a Chair, Chair holders may be eligible for a Chair stipend for

as long as they hold the Chair. The value of the annual stipend shall be established at the time of appointment, based on a recommendation from the Search Committee. This stipend shall not form part of the base salary and will be paid on a monthly basis.

On an initial appointment as a Chair, stipends shall normally have a value within a specified range equal to between 2 to 4 Career Development Increments (CDIs) for a junior Chair or 4 to 6 CDIs for a senior Chair. Upon reappointment to a Chair position, stipends may be increased to between 4 to 6 CDIs for a junior chair or 6 to 8 CDIs for a senior Chair.

19. HOLIDAYS AND VACATIONS

- 19.1 All employees shall be entitled to six weeks annual vacation which shall normally be taken between regular academic terms of the University. Arrangements may be made to take all or part of the vacation entitlement at another time of the year provided that the absence does not conflict with the employee's normal duties. Salary shall not be paid in lieu of unused vacation time, and, under normal circumstances, an employee shall not be allowed to accumulate vacation entitlement from one year to the next. Employees must notify their Department Heads or Deans of their summer programs in order to arrange the time of their vacations.
- 19.2 Instructors and Lecturers will be entitled to a six-week unbroken block of vacation in either spring session or summer session, or arrangements may be made to take all or part of the vacation entitlement at another time of the year.
- 19.3 The parties recognize the following paid holidays:
- | | |
|------------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Saskatchewan Day | |

For those holidays which fall on either Saturday or Sunday and for which no alternate day is proclaimed by Government, the parties shall designate an alternate day, other than Saturday or Sunday, as the paid holiday. The selection of the alternate day shall be by agreement at the Joint Committee for the Management of the Agreement. Where an alternate day as selected above is not appropriate for a particular employee, that employee is entitled to make an arrangement with the Department Head or Dean to take a different day as the employee's paid holiday.

20. SABBATICAL LEAVE

- 20.1 Purpose. Sabbatical leaves are intended for academic study, research, writing, and similar activities. Sabbatical leaves provide a means by which employees increase their knowledge, further their research, stimulate intellectual interests, strengthen their contacts with the world-wide community of scholars, thus enhancing their contribution to the University on their return. Employees on sabbatical leave are encouraged, but not required, to leave the University during part or all of their period of leave.
- 20.2 The Dean of each College shall determine which sabbatical leave applications are acceptable and which are not acceptable. The Dean may delegate this task to a College Sabbatical Leave Committee. The Committee shall consist of the Dean or designate, who shall be Chair, and three employees from the College named by the College Review Committee. Members of the committee shall have been on sabbatical leaves during their careers. Employees applying in the current year for sabbatical leave shall not be eligible for service on the College Sabbatical Leave Committee.
- 20.2.1 Powers. The powers of the Dean or College Sabbatical Leave Committee shall be:
- (i) to receive and review all sabbatical leave applications from members of the College;
 - (ii) in Departmentalized Colleges, to invite Department Heads to comment upon all applications from their respective departments. A copy of the comments made by the Department Head shall be provided to the applicant employee;
 - (iii) to request additional information from individuals whose applications need clarification;

- (iv) to consider the applicant's past sabbatical leave performance;
 - (v) to determine which applications are acceptable and which are not acceptable in accordance with Article 20.4.
 - (vi) to provide, in writing, the reasons for judging an application as not acceptable to the applicant employee.
- 20.3 Sabbatical Leave Appeal Committee. A Sabbatical Leave Appeal Committee shall be established each year to consider and determine all appeals from employees whose applications for sabbatical leave were determined to be not acceptable or whose applications for a sabbatical leave research grant (Article 20.11) were denied. Employees applying in the current year for sabbatical leave shall not be eligible for service on the Sabbatical Leave Appeal Committee.
- 20.3.1 Selection. The Sabbatical Leave Appeal Committee shall consist of the Provost and Vice-President Academic as Chair, the Vice-President Research or designate, and six other employees chosen by lot from the Appeals Panel (Article 16.3.5.1). Employees will serve a two-year term on the committee, and three new members will be selected each year. The six employees shall have taken a sabbatical leave at some time during their employment at the University of Saskatchewan. No member of the Sabbatical Leave Appeal Committee shall have been a member of the College Sabbatical Leave Committee for the current year. Vacancies in the committee shall be filled by choosing additional employees by lot from the Appeals Panel (Article 16.3.5.1) for a one-year term.
- 20.3.2 Observers. One observer named by the Faculty Association shall be entitled to be present at all meetings held by the Sabbatical Leave Appeal Committee; that observer shall not have been a member of a College Sabbatical Leave Committee during the current year.
- 20.3.3 Powers. The powers of the Sabbatical Leave Appeal Committee shall be:
- (i) to consider and determine written appeals from individuals whose applications were determined by the Dean or College Sabbatical Leave Committee not to be acceptable;
 - (ii) to consider and determine written appeals from individuals whose application for a sabbatical leave research grant (Article 20.11) has been denied.
- 20.4 Criteria for Sabbatical Leaves. A sabbatical leave shall be recommended in all cases where the applicant is eligible for a sabbatical leave as specified in Article 20.5, and has put forward a sabbatical leave project which, in light of the employee's past performance, demonstrates, to the satisfaction of the Dean or College Sabbatical Leave Committee, that the leave will be of sufficient benefit to the University and to the employee to justify its award. The benefits shall be judged in terms of:
- (i) research, scholarly and artistic work; or
 - (ii) teaching; or
 - (iii) clinical practice; or
 - (iv) other work related to the applicant's University duties.
- 20.5 Eligibility for Sabbatical Leave.
- 20.5.1 An employee with tenure shall first be eligible to be considered for a sabbatical leave after six years of service at the University provided that in each of the six years the employee had tenure, the year was counted as a year of probationary service in earning tenure, or as stipulated in Article 21.7.1.10. An employee shall also be eligible to apply for a six-month sabbatical leave after an additional three years of service or a six-month or twelve-month sabbatical leave after an additional six years of service following the date of completion of the employee's last sabbatical leave.
- 20.5.2 The years of service which generate eligibility need not have been continuous but educational leave and other leaves of absence normally shall not count as qualifying service. Qualifying service during maternity/parental/adoption leave or primary caregiver leave is set out in Article 21.7.1.10. Absence from duties, other than educational leave and the first year of each maternity/parental/adoption leave or primary caregiver leave, for a period in excess of three consecutive years nullifies previously accumulated qualifying service. Individual or accumulated periods of approved leave of less than six months' total duration within an academic year shall not be deleted from an employee's eligible service. If an employee is appointed after July 1 but prior to January 1, the partial year shall count as a full year

for the purpose of determining sabbatical leave eligibility. If an employee is appointed on or after January 1 but before July 1, the partial year shall count as a half-year for the purpose of determining sabbatical leave eligibility.

20.5.3 With the approval of the Dean, an employee may apply and be considered for a twelve-month sabbatical leave (at 90% salary) or a six-month sabbatical leave (at 100% salary) after five years of service in which case the employee shall be required to complete one additional year of qualifying service, beyond that specified in Article 20.5.1, before being eligible to apply for the next sabbatical leave.

20.5.4 If all or part of an employee's service is on a part-time basis, the employee's qualifying service shall be based on academic years of service. The sabbatical stipend shall be prorated according to the provisions of Article 20.8.2.

20.6 Allocation of Sabbatical Leaves.

20.6.1 The Dean may postpone for one year the sabbatical leave of an employee with an acceptable sabbatical leave project, if:

- (i) The number of acceptable applications in any College exceeds $1/8$ x the number of tenured faculty.
- (ii) An adequate replacement cannot be found for an employee.
- (iii) An adequate replacement cannot be found after consultation by the Dean of Medicine with a representative of the board of the health region, for an employee who requires hospital privileges to perform the employee's assigned duties.

Such an employee shall have first claim on sabbatical leave in subsequent years. The year of postponement shall count as a year of qualifying service for the employee's next sabbatical leave.

20.6.2 An employee who has been granted a sabbatical leave may cancel such leave before 1 May of the year in which the leave is granted if the leave is to begin July 1 or before 1 November if the leave is to begin January 1. After these dates the leave may be cancelled only with the approval of the candidate's Department Head and Dean or Dean in the case of non-departmentalized Colleges.

20.7 Responsibilities of Sabbatical Leave Recipients.

20.7.1 An employee who takes sabbatical leave is expected to return to service at the University for a period equivalent to the duration of the sabbatical leave.

20.7.2 During the period of sabbatical leave the employee's assigned duties shall consist of work on the approved sabbatical project.

20.7.3 A report on the work done related to the sabbatical project shall be submitted by the employee to the Dean or Committee, through the Department Head or Dean, not later than three months after the end of the sabbatical leave.

20.8 Level of Remuneration. Employees on sabbatical leave for twelve months shall receive 90% of their regular salary, those on sabbatical leave for six months after six years of service shall receive 100% of their regular salary, and those on sabbatical leave for six months after an additional three years of service shall receive 90% of their salary. Employees may be requested to take their regular leave in two three-month periods where assigned duties include provision of medical services, in which case they shall receive 100% of their regular salary for a six-month sabbatical leave after six years of service or 90% of their regular salary for a six-month sabbatical leave after an additional three years of service.

20.8.1 If an employee receives salary from a source other than the University for activities that are part of the employee's sabbatical project, the employee's University salary shall be adjusted so that the combined salary does not exceed 100% of the employee's University salary by a significant amount. However, if an employee on sabbatical leave provides information to the Dean or Committee to show travel, research and other extraordinary expenses of the leave, the Employer shall allow such combined salary in excess of 100% of University salary as is justified by these extraordinary expenses, except that in no case shall the Employer pay in excess of the amount of University salary referred to in Article 20.8. An employee on sabbatical leave may engage in consulting, employment and clinical practice in accordance with Article 18.6.

- 20.8.2 If the qualifying service consists of some part-time service, the sabbatical stipend shall be calculated as follows:
- (i) If the qualifying service consists of all part-time or some full-time and some part-time service, the sabbatical stipend will be prorated on the basis of the number of years of equivalent fulltime.
 - (ii) If the qualifying service is greater than the minimum number of years required, the years most advantageous to the employee shall be selected as the basis for calculating the stipend.
- 20.9 Period of Leave. Full-year sabbatical leaves shall normally commence on July 1. Six-month sabbatical leaves shall normally commence on January 1 or July 1. An employee may arrange the period of the sabbatical leave at other dates, subject to the approval of the Dean.
- 20.10 Eligibility for Promotion and Special Increases. An individual on sabbatical leave shall be eligible for promotion or a Special Increase on the same basis as any other employee.
- 20.11 Sabbatical Leave Research Grant. Employees shall be entitled to receive a portion of their sabbatical salary in the form of a research grant provided that they can reasonably demonstrate to the appropriate research committee that such funds are required for the research to be carried out during their sabbatical leave. The grant may include funds for travel, certain living expenses while away from Saskatoon, research materials, books, telephone, copying, and for such other items as are related to the research costs. (Note: The tax status of expenditures under the research grant is a matter to be settled between the individual and Canada Revenue Agency.)
- If an employee's application for a research grant has been denied, the employee shall be entitled to appeal to the Sabbatical Leave Appeal Committee. The decision of the Sabbatical Leave Appeal Committee is final with a grievance subject to the same limitations as in the case of tenure.
- 20.12 Dates. The following dates shall govern sabbatical leave procedures:
- (i) by September 30, all sabbatical leave applications shall have been made to the Dean or College Sabbatical Leave Committee for leaves to begin in the following academic year;
 - (iii) by October 31, the Dean or College Sabbatical Leave Committee shall have determined which sabbatical leave projects are acceptable and which are not acceptable, and the applicants shall have been informed.
 - (iii) by November 15, all appeals shall have been filed with the Sabbatical Leave Appeal Committee;
 - (iv) by November 30, all appeals shall have been considered by the Sabbatical Leave Appeal Committee, and the appellants informed of the Committee's decision;
 - (v) by December 15, each Dean shall have informed the members of the College who have acceptable sabbatical leave projects whether the Dean will transmit to the Board a recommendation for granting of the employee's leave during the subsequent academic year, or a recommendation for delay of leave.
- 20.13 Interpretation. Any dispute arising from the interpretation of the above regulations and procedures shall be resolved by agreement between the Employer and the Association.
- 20.14 A grievance in the case of denial of sabbatical leave shall be subject to the same limitations as in the case of tenure (Article 15.17).

21. OTHER LEAVES

- 21.1 Political Leave.
- 21.1.1 The Employer shall, upon written request, grant leave of absence without pay to an employee to be a candidate in federal, provincial, or municipal elections. An employee who is a candidate for office shall be entitled to take vacation at the time of an election in lieu of leave without pay.
- 21.1.2 An employee elected to public office shall be entitled to leave of absence without pay during the term of office. The Employer agrees to permit the employee to restrict the period of leave to coincide with

legislative responsibilities if such partial absence will not seriously affect the employee's performance of academic duties during the balance of the academic year.

21.2 Court Leave. Leave with full pay shall be granted to any employee required to be a witness or juror by any body in Canada with powers of subpoena. As soon as an employee receives notification of the requirement to serve as a witness or juror, the employee shall notify the President.

21.3 Leave for Personal Reasons. Leave with pay for urgent personal reasons (bereavement, family illness, etc.) shall be granted for short periods of time. Before taking such leave, an employee should, if possible, obtain permission from the Department Head or Dean so that arrangements can be made to carry on the employee's duties during the period of absence.

21.4 Leave Without Pay.

21.4.1 A leave of absence without pay may be granted an employee to provide professional assistance to an outside agency or for other reasons provided that the employee's duties can be performed satisfactorily, and that all the Employer's contractual obligations relating to the employee can be met. Such leave of absence shall be reviewed annually and shall not normally be given for more than three consecutive years.

21.4.2 Applications for leave without pay shall be made no later than six calendar months before the date on which the intended leave is to begin. The Employer shall inform the employee of a decision within thirty days of receiving the application.

21.4.3 Appeal in the case of a Denial of Leave Without Pay.

An employee whose request for a leave without pay is denied by the Dean may appeal to a member of the University community jointly appointed by the University and the Association. In departmentalized Colleges, the appellant shall submit a copy of their original request, the Department Head's recommendation, Dean's decision and any other relevant materials for consideration. In non-departmentalized Colleges, the appellant shall submit a copy of their original request, the Dean's decision, and any other relevant materials for consideration. The decision of this individual shall be final.

21.5 Leave With Pay. The Employer may grant an employee leave with pay to teach, carry on research, or perform other duties away from the University, including in another country.

21.6 Educational Leave.

21.6.1 Educational leave is intended to assist employees in completing post-graduate work, or to undertake courses of study for the purpose of enhancing their ability to perform their duties, increasing their professional flexibility, or allowing them to be considered for alternative positions in the University.

21.6.2 Educational leave may be granted for a period of from three months to one year. Upon reapplication the leave may be extended up to a further twelve months. If educational leave is granted for the purpose of pursuing an advanced degree, the leave may be extended for up to twelve additional months.

21.6.3 An employee who is granted an educational leave shall be entitled to an educational leave grant of \$12,500 for a 12-month leave. Grants for shorter leaves may be pro-rated.

21.6.4 An employee who is granted educational leave for an approved course of study may be granted leave support in addition to the educational leave grant defined in Article 21.6.3, at the discretion of the Vice-President Academic and Provost; the total of the educational leave grant and additional support shall not exceed the full salary to which the employee would be entitled in the year in which the employee is on leave.

21.6.5 A recipient of an educational leave grant agrees to return to the University and resume duties for a period equal to the period of absence on educational leave; otherwise, the grant must be repaid to the University.

In addition, any employee who has received additional leave support as described in Article 21.6.4 shall be required to repay to the University one-third of the amount of that support for each year less than three years which the employee spends performing duties at the University following the period of leave.

21.6.6 For employees who hold probationary appointments continuity of service of the employee on educational leave is not interrupted, but the period of the leave does not contribute towards probationary service.

- 21.6.7 The absence of an employee on probation from the University for an educational leave of up to twelve months shall result in postponement of consideration of the employee's case for tenure for one full year, unless the leave was taken at such a time in the academic year that all the employee's normal teaching duties for that year could be completed, in which case consideration for tenure shall not be postponed.
- 21.6.8 Applications for educational leave must be submitted to the Vice-President Academic and Provost no later than six calendar months before the date on which the intended leave is to begin. The employee shall be notified of the result of the consideration of the application within three calendar months.
- 21.6.9 A grievance in the case of denial of educational leave shall be subject to the same limitations as in the case of tenure (Article 15.17).
- 21.7 Parental Leave.
- 21.7.1 Maternity/Parental/Adoption Leave or Primary Caregiver Leave.
- 21.7.1.1 Eligibility for Leave. An employee who is pregnant and who declares in writing to be the primary caregiver, or an employee who declares in writing to be the primary caregiver of a new born or adopted child, and who holds an appointment that is probationary, with tenure, with continuing status, or without term is entitled to leave of 52 weeks. An employee who holds an appointment for a limited term and has been employed by the University for one year preceding the anticipated birth or custody of a child is entitled to leave of 52 weeks or until the end of her/his appointment, whichever occurs earlier.
- 21.7.1.2 Timing of the Leave. The leave will commence at any time, at the employee's discretion, within the period that starts eight weeks before the estimated or actual date of birth or custody, and ends 52 weeks after the actual date of birth or custody and shall be of uninterrupted duration. The leave must be completed within 52 weeks of the birth or adoption of the child. Employees may schedule their annual vacation as part of, or as an extension of, their leave entitlement.
- 21.7.1.3 Level of Remuneration. The supplement described in this Article will be paid for a maximum of 35 weeks per employee per pregnancy or adoption (including the 2 week waiting period). Employees on leave shall receive the following remuneration:
- (i) Employees receiving Employment Insurance (EI) maternity or parental benefits shall receive a supplement which provides the equivalent of 95% of normal salary for up to 35 weeks, including the two-week benefit waiting period. The balance of the leave shall be without pay. These benefits shall be extended to cover any period the employee is receiving extended EI benefits due to the illness of the child.
 - (ii) Employees who are not eligible to receive EI maternity or parental benefits but who hold an appointment that is probationary, with tenure, with permanent status, or without term shall receive the equivalent of 95% of normal salary for up to 35 weeks provided they have applied for EI maternity or parental benefits and it has been determined they are ineligible solely because they do not meet the insurable employment test. The balance of the leave shall be without pay.
 - (iii) Other employees who are not eligible for EI maternity or parental benefits shall receive the equivalent of 95% of salary for the first two weeks, and the balance of the leave shall be without pay.
- 21.7.1.4 Benefit Coverage.
- 21.7.1.4.1 During the paid portion of the leave, the employee and the Employer shall pay their respective shares of the cost of continuing benefit coverage.
- 21.7.1.4.2 During any unpaid portion of the leave, the Employer shall maintain coverage for the employee under the Compulsory Group Life Insurance Plan, the Academic Long Term Disability Plan, Extended Health Care Plan and the Dental Plan. The employee shall have the option of continuing pension contributions.
- 21.7.1.4.3 If an employee is unable to work because of medical complications related to pregnancy and/or childbirth, the normal provisions of disability leave, including the Academic Long Term Disability Plan, shall be applied in accordance with Article 21.8.
- 21.7.1.5 Notice. Employees shall be expected to give as much written notice as possible (but not less than four weeks, except in emergency situations) to the Department Head and Dean. This statement of notice shall specify the estimated date of birth or custody and identify the dates of the leave and any vacation the employee intends to take.

- 21.7.1.6 Upon request to the Department Head or Dean, the pregnant employee shall be entitled to an appropriate adjustment of her duties when complications related to her pregnancy justify it or when her working conditions expose her to physical dangers, to infectious diseases or danger of miscarriage.
- 21.7.1.7 Probationary Period. If the employee holds a probationary appointment or term appointment pursuant to Article 13.7.3, the period of the leave shall not count as part of the probationary period, although the employee may count contributions completed during the period of the leave towards their renewal of probation, tenure or promotion case.
- 21.7.1.8 Extension of Leave. An employee may extend her/his leave by a leave without pay of up to one year. The employee shall try to arrange the leave without pay to coincide with academic term(s). An employee who becomes pregnant or declares to be the primary caregiver of another child during the leave or a leave without pay extension to the leave shall be entitled to extend her/his leave by a leave without pay of up to two additional years. The procedures as defined in Article 21.4 shall apply in such cases. During the extension of the leave, the employee shall have the option of continuing benefit coverage at her/his own expense.
- 21.7.1.9 An employee returning to work following leave may apply for part-time status extending up to three years in accordance with the terms of Article 13.2.1.
- 21.7.1.10 Sabbatical Leave. An employee shall be entitled to count up to one year of each leave as qualifying service toward sabbatical leave.
- 21.7.2 Secondary Caregiver Leave. In the case where an employee is the secondary caregiver, the employee shall be entitled to thirty-five weeks of leave completed within 52 weeks of the child's date of birth or custody. The first week of the leave shall be with pay.
- 21.8 Disability Leave. Employees on long-term disability, including the 90 day period prior to coverage by the Academic Long Term Disability Plan (Article 22.5), are deemed to be on leave without pay for purposes of the administration of this Agreement.
- 21.9 Administrative Leaves. An employee who has served a minimum of five (5) consecutive years of service as a Department Head or Assistant Dean shall be entitled to a twelve-month administrative leave at 100% of salary or a six-month leave at 100% of salary. An employee who has served a maximum of three (3) consecutive years of service as a Department Head or Assistant Dean shall be entitled to a six-month administrative leave at 100% of salary. The leave should be taken in the academic year following completion of the term of service as Department Head or Assistant Dean. The Department Head or Assistant Dean shall submit a plan of activities to the Dean by November 30 of the academic year preceding the administrative leave.

The years of service as a Department Head or Assistant Dean shall count toward either administrative leave or sabbatical leave, but not both. A sabbatical leave nullifies all previous accumulated service for an administrative leave. Upon completion of the appointment and subsequent administrative leave of a Department Head or Assistant Dean, the years of service credited towards sabbatical prior to the appointment as Department Head or Assistant Dean shall be credited towards the next sabbatical leave.

- (i) If a sabbatical leave is taken immediately following an administrative leave, the maximum duration of the combined leaves will be twelve months.
- (ii) If a sabbatical leave is taken one year following an administrative leave, the year of deferral shall be credited as qualifying service toward a future sabbatical leave.

The provisions of Article 20.11 (Sabbatical Leave Research Grant) and Article 22.13 (Sabbatical Travel Expenses) shall also apply to employees on administrative leave.

An employee who takes administrative leave is expected to return to service at the University for a period equivalent to the duration of the leave and to submit to the Dean, not later than three months after the end of the leave, a report on the work done related to the leave.

22. BENEFITS

- 22.1 Joint Benefits Committee. The parties agree that there shall be a Joint Benefits Committee to oversee the benefits, including but not limited to those set out in Article 22 of this Collective Agreement, with the exception of pensions. The Committee shall have as its composition six (6) persons, consisting of three (3) persons representing the Employer, and three (3) persons representing the Association. The quorum shall be two (2) members from each party. The Committee shall monitor existing benefit plans; consider new benefit plans; recommend to the Collective Negotiating Committee changes in benefit plans; and seek to resolve complaints from members regarding benefit plans. The Committee shall report to the Faculty Association and the Employer.
- 22.2 Pensions. The parties agree that the Pension Plans, in effect on the effective date of this agreement shall continue to be in effect until modified in whole or part by negotiations between the Employer and the Association. Effective September 1, 2010, the required contribution rate shall be 17% of pensionable earnings. Each employee will contribute 50% of this amount through payroll deduction and the Employer will contribute 50%. The Employer shall provide to employees, upon request, copies of the Pension Plan documents.
- 22.3 Compulsory Group Life Insurance. The Compulsory Group Life Insurance Plan in effect on the effective date of this agreement shall remain in effect until modified in whole or part by negotiation between the Employer and the Association. The Employer shall continue to pay the premiums for this Plan. The Employer shall provide to employees, upon request, copies of the Compulsory Group Life Insurance Plan documents.
- 22.4 Voluntary Group Life Insurance. The Employer agrees to make a Voluntary Group Life Insurance Plan available to all eligible employees in the bargaining unit. The employee shall continue to pay the premiums for this Plan. The Employer shall provide to employees, upon request, copies of the Voluntary Group Life Insurance Plan.
- 22.5 Academic Long Term Disability Plan. The Salary Continuation Plan in effect on the effective date of this agreement shall remain in effect until modified in whole or part by negotiation between the Employer and the Association. The Employer shall continue to pay the premiums for this Plan. The Employer shall provide to employees, upon request, copies of the Academic Long Term Disability Plan document.
- 22.6 Sick Leave. Term appointees and other employees not covered by the Academic Long Term Disability Plan shall be entitled to sick leave with pay accumulated at the rate of one and one-quarter days per calendar month or fifteen days per year. This leave may be used at any time during the year, but no accumulated leave may be carried forward into the next academic year.
- 22.7 Travel Insurance. The Employer shall provide travel insurance to each employee who is travelling with the authorization of the University. This insurance shall provide coverage of \$100,000 for accidental loss of life and up to \$100,000 for disability occurring during the trip.
- 22.8 Housing Assistance. The Employer agrees to provide, upon application by an employee, a salary advance for the purpose of buying, for personal use, a principal residence in the place of work assigned by the employer or its environs. This salary advance shall not exceed \$30,000 and shall be made for a maximum period of five years. In the event of termination of an employee's employment prior to expiry of the period of repayment of the advance, the outstanding balance owed by the employee shall be repaid immediately. The recipient of the advance who wishes to repay it earlier may do so. The advance shall be secured by a promissory note drawn in favour of the Employer. There shall only be one advance issued per employee at any one time. Failure to comply with the terms of the advance or cessation of employment at the University renders the advance repayable at the discretion of the Employer.
- 22.9 Moving Expenses.
- 22.9.1 The Employer agrees to assist new employees in defraying moving expenses to the place of work assigned by the employer.

Regardless of the mode of transport, the value of economy airfare including trip insurance, will be provided for each member of the family.

In addition, the Employer agrees to defray other moving costs listed below to a normal maximum of \$10,000, provided the appropriate receipts are presented:

- (i) lodging expenses incurred, due to necessity, after arrival in the place of work assigned by the employer, up to a maximum of 14 days;

- (ii) moving expenses for any property or personal effects;
 - (iii) economy airfare cost of travelling to and from the nearest appropriate immigration office for visa purposes.
- 22.9.2 On the recommendation of the Department Head and the Dean (or the Dean in a non-departmentalized College), amounts in addition to the maximum set out in Article 22.9.1 may be approved by the Vice-President Academic and Provost in exceptional circumstances.
- 22.9.3 No moving expenses of any kind shall be paid if the candidate declines to accept the offer of employment, or is denied entry into Canada by immigration authorities.
- 22.9.4 All claims for reimbursement of these expenses must be supported by proper receipts and other appropriate documents.
- 22.10 Death Benefit.
- In the event of the death of an employee before retirement, the Employer shall pay salary to the end of the month in which death occurs as a death benefit to the beneficiary designated by the employee in the Compulsory Group Life Insurance Plan.
- 22.11 Recreation Facilities.
- 22.11.1 The Employer agrees that all employees shall have access to the University's recreational facilities for recreational use, either free of charge or at a reasonable charge, subject to the priorities of teaching, research, and intramural and intercollegiate sports, as established by the College of Kinesiology.
- 22.11.2 The Employer agrees to provide reasonable security arrangements that will permit such use of these facilities.
- 22.11.3 The extent to which employees have access to the University's recreational facilities for recreational use shall be guided by past practice and will not be significantly reduced without agreement between the Employer and the Association.
- 22.11.4 The Employer agrees that employees are entitled to participate in appropriate fitness and recreation programs sponsored by the College of Kinesiology.
- 22.12 Professional Expenses.
- 22.12.1 The Employer agrees to make available an accountable professional expense account of \$2,125 per annum effective July 1, 2014 and \$2,200 per annum effective July 1, 2015. The account shall be used to help defray expenses associated with their teaching, research, and related professional activities; in the case of Department Heads or Assistant Deans who have additional money in the professional expense account pursuant to Article 18.8.2, the account may also be used to cover legitimate expenses connected with departmental or College activities. The account may also be used to obtain financial counseling for retirement.
- 22.12.2 The Employer shall provide \$225,000 annually for reimbursement of professional fees to employees who are required as a condition of employment to have a certification or license in order to perform their duties. The terms for allocation and guidelines for reimbursement of certifications and/or licensing fees will be determined and agreed to through the Joint Committee for the Management of the Agreement. Employees in the College of Medicine, who are practicing physicians, are not eligible for this benefit.
- 22.12.3 Each employee may claim against the employee's professional expense account while employed at the University. Any amount remaining in the account at the end of each year shall be carried forward into that employee's account for the following year, as long as the individual remains an employee of the University.
- Effective July 1, 2015, yearly allocations to an accountable professional expense account will be reduced so as to not exceed a maximum total accumulation of six times the amount stipulated in Article 22.12.1. Current accumulations beyond the maximum will not be reduced.
- 22.12.4 The Employer shall provide the Association by September 30 of each year with a report of total number of claims and total cost of professional expenses.

- 22.13 Sabbatical Travel Expenses. The Employer agrees to make available an accountable travel expense account of \$4,000 for each employee who has been granted a sabbatical leave. This allowance shall be used for travel expenses incurred during the sabbatical leave. Sabbatical travel expense claims must be submitted to Payment Services not later than three months after the conclusion of the sabbatical leave.
- 22.14 Dental Plan. The Employer agrees to make a family dental plan available to all eligible employees in the bargaining unit. The parties agree that the family dental plan, in effect on the effective date of this agreement shall continue to be in effect until modified in whole or part by negotiations between the Employer and the Association. The Employer shall continue to pay the costs for this Plan. The Employer shall provide to employees, upon request, copies of the Dental Plan document.
- 22.15 Tuition Waiver. Employees shall be entitled to have tuition fees waived for one credit course per academic term taken at the University of Saskatchewan.
- 22.16 Extended Health & Vision Care Plan. The Employer agrees to make a family extended health and vision care plan available to all eligible employees in the bargaining unit. The parties agree that the family extended health and vision care plan, in effect on the effective date of this agreement shall continue to be in effect until modified in whole or part by negotiations between the Employer and the Association. The Employer shall continue to pay the costs for this Plan. The Employer shall provide to employees, upon request, copies of the Extended Health & Vision Care Plan document.
- 22.17 Research Grant in lieu of Salary. Effective January 1, 2001, employees shall be entitled to receive a portion of their salary in the form of a research grant in accordance with University practice for sabbatical leave grants provided they can demonstrate that such funds are required for research that extends beyond their normal duties. Each College shall have a research committee to assess the quality of proposals for research grants and the funding requested, among other things. Research grants shall not be unreasonably withheld. The grant may include funds for travel, certain living expenses while away from Saskatoon, national and international conferences, research materials, books and journals, telephone, fax, copying, and for such other items as are related to the research costs. (Note: The tax status of expenditures under the research grant is a matter to be settled between the individual and the Canada Revenue Agency.)
- 22.18 Scholarship Fund. Commencing with the 2004-05 academic year, the Employer agrees to provide \$250,000 per year to a Scholarship Fund for tuition reimbursement available to immediate family members (spouses, partners and children) of employees with payments effective in May of each academic year. The terms of reference for the Fund will be subject to agreement by the parties. The Fund will be administered by Student and Enrolment Services at the University of Saskatchewan.
- 22.19 Employee Family Assistance Program (EFAP). The Employer agrees to provide an EFAP as described in the Joint Stakeholder Agreement dated March 29, 2007 and as amended from time to time by the EAP Board. The Stakeholder Agreement may be modified from time to time with the approval of the EAP Board following consultation with all parties to the agreement. The Association will provide a representative to the EAP Board as per the Stakeholder Agreement.
- 22.20 Flexible Health and Wellness Spending Program. The employer agrees to provide each eligible member with \$500 annually in a flexible spending program. The program provides additional health and wellness benefits. If there is a credit remaining at the end of the plan year, it can be carried forward to the next plan year but only to the extent that it represents one year's allocation.

23. RESIGNATIONS

- 23.1 Librarians shall give the Employer 90 days notice before the effective date of resignation. A shorter period of notice may be arranged with the Employer.
- 23.2 An employee holding an appointment on probation or with tenure shall give the Employer at least 90 days notice and the resignation shall be effective on June 30, unless otherwise mutually agreed upon by the Employer and the employee. This provision shall also apply to employees with limited term appointments who intend to resign prior to their termination date.
- 23.2.1 When the Employer and the Association have failed to achieve agreement on salary scales by April 1, the employee may resign effective June 30, with less than 90 days notice. When agreement is not reached by June 30, an employee may resign effective December 31, with less than 90 days notice.

24. RETIREMENT

- 24.1 Employees shall be entitled to retire on any June 30 coincident with or following their 55th birthday, provided that those who choose to retire prior to their 60th birthday shall have completed a minimum of 10 years of service at the University.
- 24.2 Employees who have met the requirements of Article 24.1 shall give the Employer notice before the effective date of retirement. It is desirable to give the Employer twelve months notice; however, the Employee shall give at least 90 days notice before the effective date of retirement.
- 24.3 Retirement Benefits.
- 24.3.1 The pension benefits of a retiring employee shall be governed by the University Pension Plan for Academic Employees, or by such other approved pension plan covering a particular employee.
- 24.3.2 Effective July 1, 2010, all eligible employees who retire after age 55 with a minimum of 10 years of service shall be entitled to a post retirement spending account in the amount of \$2,000 per year for a two-year period following retirement.
- 24.4 Subject to agreement between the Employer and the Association on behalf of the employee, an employee may have assigned duties reduced before retirement.
- 24.4.1 The Employer agrees that any employee who has retired according to this article and who is hired, following retirement on a full-time or part-time basis shall be appointed as a Special Lecturer in scope of the Association, provided that the individual performs more than teaching duties. Whether the individual will perform additional duties shall be determined by the Department Head (or Dean of a non-departmentalized College) and may include research or scholarly or artistic work, practice of professional skills or outreach work, extra University work or public service, or administrative work. Such appointments made within one year of retirement shall not be subject to Articles 13.4 and 13.5, but must be recommended by the search committee of the Department or College.
- 24.5 Reduced Appointment Retirement Plan. A Reduced Appointment Retirement Plan shall be made available to employees who are 55 years of age or older.
- 24.5.1 Employees who wish to participate in the Reduced Appointment Retirement Plan shall notify their Department Head, Dean and USFA no less than three months prior to the date on which the reduced appointment is to begin, except by mutual agreement between the Employer and the employee.
- 24.5.2 The term of the reduced appointment retirement plan shall be for minimum of 12 months and a maximum of 36 months.
- 24.5.3 Employees shall be considered retired at the end of the term of the reduced appointment.
- 24.5.4 The Employer may postpone the start date of a Reduced Appointment Retirement Plan for up to one year only, if:
- (i) The number of applications in any Department or College exceeds 1/4 of the number of tenured faculty.
 - (ii) Program requirements cannot be fulfilled.
 - (iii) An adequate replacement cannot be found after consultation by the Dean of Medicine with a representative of the board of the health region, for an employee who requires hospital privileges to perform the employee's assigned duties.
- 24.5.5 Duties for reduced appointments will range from 50% to 80% of full-time duties in any given year. Part-time duties shall be based on a proportional reduction of previously assigned full-time duties unless mutually agreed to by the Employer and the Employee. Changes to the assignment of duties shall be approved according to Article 11.
- 24.5.6 In the event of a dispute over assigned part-time duties between the Employee and Employer, an Appointments Forum shall be convened to determine the appropriate assignment of duties.
- 24.5.7 The conditions of each reduced appointment shall be reviewed by the Joint Committee for the Management of the Agreement. Once a Reduced Appointment Retirement Plan has been reviewed by the Joint Committee for the Management of the Agreement, the reduced appointment and end date are

irrevocable and constitute notice under Article 24.2. Employees shall retain the right to retire during the reduced appointment.

- 24.5.8 Employees shall retain status and rank throughout the reduced appointment.
- 24.5.9 Employees shall retain entitlement to negotiate a further reduction of duties, subject to six months written notice with review by the Joint Committee for the Management of the Agreement.
- 24.5.10 For each employee on reduced appointment, a Nominal Salary rate will be established annually. This is the salary that would be paid to the employee if on a full-time basis, excluding all supplements. All relevant salary adjustments will be applied to the Nominal Salary. The Actual Salary shall be prorated from the Nominal Salary in direct relation to the approved reduction of duties for the reduced appointment plus an amount of salary equivalent to the difference between the Employer contribution to the Pension Plan based on the Actual Salary and the employee's contribution based on the Nominal Salary.
- 24.5.11 Contributions to the Pension Plan will continue to be made on the Nominal Salary. The employee and the University will each contribute on the basis of the Nominal Salary. The employee will be credited with pensionable service as if on full-time, subject to the rules and regulations of legislation governing pension plans. The salary used in computing the average salary for pension purposes will be the Nominal Salary.
- 24.5.12 Contributions and benefits under the Academic Long Term Disability Plan will be based on the employee's Actual Salary.
- 24.5.13 Compulsory Group Life Insurance will be provided on the basis of Nominal Salary as if the employee were on full-time.
- 24.5.14 All other benefits not tied to salary will be provided as if the employee were on full-time.
- 24.5.15 Article 20 shall not apply to employees on the Reduced Appointment Retirement Plan.
- 24.5.16 Vacation entitlement will be prorated on the basis of the reduced duties.
- 24.5.17 Employees on the Reduced Appointment Retirement Plan will continue as members of the Association Bargaining Unit.
- 24.5.18 Employees on the Reduced Appointment Retirement Plan will receive \$3,500 per year over the period of their reduced appointment for research expenditures that meet the following criteria:
 - (i) Are allowable expenditures according to University guidelines;
 - (ii) Are incurred to assist with the completion of ongoing research activities.Any unused funds may be carried forward during the course of the Reduced Appointment Retirement Plan.
- 24.5.19 Employees are entitled to receive a portion of their reduction to salary in the form of a top-up to actual salary or as a payment to a research account as follows:
 - (i) 50% of the reduction to salary with a commitment to retire after one year, or
 - (ii) 20% of the reduction to salary for each of two years with a commitment to retire after two years.

25. PATENTS

- 25.1 The University has no claim in respect of rights in any invention developed without the use of University facilities, support personnel, or services and on the employee's own time.
- 25.2 Each employee is required to give the University notice of any patent application made by the employee together with a statement as to whether, in the employee's opinion, University facilities, personnel, or services have been used in the development of the patent.
- 25.3 By mutual agreement an employee and the Employer may enter into an individual agreement concerning their respective rights in any invention produced by an employee as a consequence of activity that was

not part of the employee's assigned duties, according to the "Memorandum of Agreement" presently in use or amended by agreement between the Employer and the Association.

- 25.4 An employee shall enter into an individual agreement with the Employer concerning their respective rights in any invention produced by an employee as a consequence of activity that was part of the employee's assigned duties, according to the "Memorandum of Agreement" presently in use or amended by agreement between the Employer and the Association.

26. COPYRIGHT

- 26.1 Copyright Ownership. The Employer recognizes that the employee is the sole copyright holder of the following:

- (i) lectures delivered by the employee;
- (ii) printed works (books, articles and similar material) written by the employee, except for editorial work that is part of the employee's assigned duties;
- (iii) artistic works (paintings, sculptures, musical compositions and the like) created by the employee;
- (iv) computer programs developed by the employee, except for work that is part of the employee's assigned administrative duties;
- (ii) recorded works (films, videotapes, audio recordings, etc.) created by the employee, except for work that is part of an employee's assigned duties.

- 26.2 Royalties. An employee is entitled to receive any and all royalties on copyrighted works of which the employee is the exclusive owner. Royalties on copyrighted works that are produced as part of an employee's assigned duties shall be shared half and half between the employee and the Employer, or by such other arrangements as the Association may approve on behalf of the employee.

- 26.3 Any work produced by an employee and copyrighted by the Employer shall be withdrawn from educational or public use at the request of the employee if the employee can demonstrate that the content is in error or outdated, that the quality is unjustifiably poor, or that the work reflects badly on the employee's reputation. No copyrighted work produced by an employee shall be used by the Employer in a manner not approved by the employee.

27. GRIEVANCES

- 27.1.1 Complaints. The parties confirm their mutual desire that every grievance shall be dealt with promptly with the object of arriving at a fair and proper settlement.

- 27.1.2 It is the right of each employee to seek to resolve disputes that arise concerning terms and conditions of employment through informal discussions with academic and administrative colleagues, provided that such informal discussions shall not in any way prejudice any dispute resolution procedures set out in this Agreement.

- 27.2 Grievance. A "grievance" shall be defined as any dispute that arises between the Employer and the Association respecting the interpretation, application, or alleged violation of any of the provisions of the Agreement. The Association is entitled to initiate a grievance in its own right or on behalf of an employee. A statement of grievance must be filed with the Joint Grievance Committee within 90 days of the discovery of the alleged grievance.

A grievance proceeding is initiated by a statement in writing by either party to the Joint Grievance Committee which sets out the substance of the grievance and indicates the provisions of the Agreement that are alleged to have been improperly interpreted, or wrongly applied, or violated.

- 27.2.1 The statement of the grievance and reference to specific provisions of the Agreement are not to be held to limit the scope of the grounds for the grievance which will always be the Agreement in its entirety.

- 27.2.2 When a grievance is initiated on behalf of an employee, that employee shall have the right to be heard by the Joint Grievance Committee.

- 27.2.3 The Association is entitled to access to all documents relevant to a grievance, including confidential documents as provided for by Article 12.
- 27.2.4 All grievances initiated by the Association in its own right shall be forwarded to the Joint Grievance Committee for resolution by the Committee, or disposition in accordance with the procedures prescribed in Article 27.4.
- 27.2.5 All grievances initiated by the Employer concerning the interpretation, application or alleged violation of any of the provisions of the Agreement by an employee, or the Association, or both shall be forwarded to the Joint Grievance Committee for resolution by that Committee, or disposition in accordance with the procedures prescribed in Article 27.4.
- 27.3 Joint Grievance Committee. The parties agree that there shall be a Joint Employer-Association Grievance Committee whose short name will be the Joint Grievance Committee which shall have as its composition six (6) persons, consisting of three (3) persons representing the Employer, and three (3) persons representing the Association.
- 27.3.1 The Employer and the Association may add to the membership of the Joint Grievance Committee by mutual agreement, and either the Employer or the Association may, without agreement, have other persons, including the aggrieved employee, if any, attend a meeting of the Joint Grievance Committee for the purpose of providing information.
- 27.3.2 A quorum shall consist of a minimum of four (4) members of whom two (2) shall be representatives of the Employer and two (2) shall be representatives of the Association.
- 27.3.3 The Joint Grievance Committee shall have the right in conducting its business to make decisions on matters of substance and procedure, except as restricted by Article 27.7, and to this end shall forthwith adopt its own rules of procedure.
- 27.4 Arbitration. Should a grievance not be resolved to the satisfaction of the Employer or the Association within thirty days of its receipt by the Joint Grievance Committee, either party may within the next fifteen days, give written Notice of Intention to Proceed to Arbitration. Failing such notice the grievance in question shall be considered to have lapsed. The time periods specified in this Article may be subject to extension by mutual agreement of the two parties.
- 27.4.1 In the event that either of the parties to this Agreement decide that a grievance should be sent forward to the arbitration stage, the Employer and the Association shall attempt to agree on an arbitrator within fourteen (14) calendar days from the date of the receipt of the Notice of Intention to Proceed to Arbitration by the Joint Grievance Committee.
- 27.4.2 Should the Employer and the Association fail to agree on the appointment of an arbitrator, the arbitrator shall be the first name on the Panel of Arbitrators, as stipulated in Appendix A of this Agreement. Any member of the panel, who having been requested in turn to act as arbitrator and who is unwilling or unable to act, shall not again be requested to act until that member's name comes up again in the regular rotation of the panel.
- 27.4.3 Should no member of the Panel of Arbitrators agree to hold an arbitration hearing within a period of sixty (60) days from the date the request is made, the Minister of Labour of the Province of Saskatchewan will be asked to appoint an arbitrator, who within the two years preceding the request, will not have been employed by the University of Saskatchewan or the University of Regina, and will not have represented the Employer or the Association as an agent, nor have been involved in any prior attempt to negotiate or settle the grievance to be arbitrated.
- 27.4.4 Any matter or question arising from the interpretation, application, or alleged violation of this Agreement, including questions of the proper application of all procedures set out in this Agreement, and including also the question of whether a matter is arbitrable, may be submitted to arbitration by the parties as herein provided.
- 27.4.5 The parties are instructed in respect of grievances submitted in accordance with the provisions of Articles 27.2.4 and 27.2.5 to attempt a joint written statement which stipulates the matter to be arbitrated, and if such a joint statement is presented to the arbitrator, the arbitrator shall be bound to adjudicate the issue or issues as stipulated and no other.
- 27.4.6 Should no such joint stipulation be presented to the arbitrator, the arbitrator will determine the issue or issues before the arbitrator on the basis of the presentations made during the course of the hearing.

- 27.4.7 The arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms of this Agreement, provided, however, that the arbitrator will not be barred from hearing and rendering an award on the basis of technical irregularity, if such irregularity has no bearing on the substance of the grievance.
- 27.5 Expenses. Each of the parties shall equally share the fee and expenses of the arbitrator. Each of the parties shall be responsible for all costs and expenses of its own counsel and witnesses, except those witnesses who are persons in the employ of the University shall continue to receive their regular compensation while acting as witnesses and no charges shall be assessed for the working time lost while they are acting as witnesses.
- 27.6 Powers of the Arbitrator. The arbitrator shall exercise those powers enumerated in *The Saskatchewan Employment Act*, as amended from time to time and the arbitrator's decision shall be final and binding on both parties.
- 27.6.1 The arbitrator shall have the power to examine any document held under the authority of the Employer or the Association, that the arbitrator believes might be relevant to the grievance at arbitration, and release to the parties such documents, wholly or in part, that the arbitrator judges to be relevant.
- 27.6.2 In any instance in which there has arisen the issue of access to documents as indicated in Article 27.2.3 and the arbitrator has released a document under Article 27.6.1 the arbitrator shall be empowered to order an adjournment until such time that the arbitrator considers the Association or the Employer to have had sufficient opportunity to incorporate the newly available documents into the presentation of the case.
- 27.7 Limitations on Access to Grievance Procedure and Arbitration. Certain review procedures involving complex forms of academic peer judgment have evolved out of continuous practical experience. These complex academic review procedures include: renewal of probationary appointments (Article 14), tenure (Article 15), promotion (Article 16), salary review (Article 17), sabbatical leave (Article 20.2.1, 20.3, and 20.4), educational leave (Article 21.6), and declaration of partial redundancy (Article 29.2 (ii) and 29.5.2 (i)). Special appeal procedures exist as remedy for employee grievances concerning these matters, and resort to this Article shall be permitted only insofar as it is provided for in those Articles.

28. TRANSFER OF EMPLOYEES

- 28.1 This Article covers the procedures to be followed when employees are transferred to another unit as the result of the processes identified in Article 28.3 or at an employee's request.
- 28.2 For the purpose of this Article, the term "unit" shall be used to mean department, College, or parts of a department or College but does not include Library departments. The provisions of this Article do not alter the provisions of Article 29.
- 28.3 The parties recognize that the reorganization of academic units including the creation, conversion, amalgamation or dissolution of departments and Colleges must be formally approved by Council.
- 28.4 Affected employees shall indicate in which one or more units they consider themselves to be qualified for appointment, and shall state their preferences. The Dean of the College (or Deans if more than one College is involved), shall, after consultation with each employee, assign each employee to a unit, taking qualifications and preferences into account and subject to the provisions of Article 11.
- 28.5 Employees, when transferred to their new units, shall retain their existing seniority, salary, sabbatical entitlements, and all other negotiated benefits and reasonable accommodations.
- 28.6 Employees holding tenure or having been awarded tenure at the time of the transfer shall hold tenure or be awarded tenure in the unit to which they are being transferred.
- 28.7 Employees holding a probationary appointment at the time of transfer shall continue on probation in the unit to which they are transferred, and all probationary time served in the original unit shall count towards the probationary period in the new unit. The tenure standards to be applied shall be those which applied at the time of appointment, unless the employee requests, and the Joint Committee for the Management of the Agreement approves, the application of standards for the unit into which the employee is transferred.

- 28.8 Employees appointed to probationary appointments on or after the date of reorganization shall be subject to the department and/or College standards in effect at the time of their appointments. Employees reappointed to a tenurable position shall be credited for service within the unit in which they were originally appointed, in accordance with Article 13.7.
- 28.9 Employees appointed prior to the date of reorganization, and who are eligible to be considered for promotion during the first or second years following their transfer shall declare, within two months of the date of transfer, whether they wish (1) the standards of their former unit or (2) the standards of the unit into which they are transferred to be applied. If no standards exist for that unit at the time of transfer, employees shall declare, within two months of the date of transfer, whether they wish (1) the standards of their former unit; or (2) the standards of the College and University to be applied. The standards selected by the employee shall be confirmed in writing by the Dean and shall be applied during the initial consideration of the employee's promotion in the new department. If promotion is not granted, Article 28.10 shall apply.
- 28.10 For employees becoming eligible for promotion in the third or subsequent years following transfer, or employees who had requested deferral, the promotion standards to be applied shall be the standards in effect in the unit into which the employee is transferred. If no standards exist for that unit, employees shall declare, within two months of the date of transfer, whether they wish (1) the standards of their former unit; or (2) the standards of the College and University to be applied. The standards selected by the employee shall be confirmed in writing by the Dean and shall continue to apply until departmental (and/or College) standards are approved prior to the academic year in which the review takes place.
- 28.11 Employees with term or without term or with continuing status whose appointments continue beyond the date of reorganization shall continue in the same status in the units to which they are transferred.

29. LAYOFF AND SEVERANCE

- 29.1 Layoff and Severance. Layoff and severance will occur when the resources of the University are not sufficient to finance existing academic programs without layoff of tenured, permanent, or probationary employees.
- 29.2 Actions in the Event of Layoff or Severance. When layoff or severance is necessary, the Employer may take one or more of the following actions:
- (i) Temporary Layoff: lay off existing employees temporarily, provided that insufficient funds are currently available to pay existing employees;
 - (ii) Partial Redundancy: discontinue a particular academic program in whole or in part, provided that the academic priorities of the University no longer warrant such a program; or
 - (iii) General Redundancy: reduce the number of employees in general, provided that insufficient funds will be available to pay the existing number of employees for a long time into the future.
- 29.3 The Employer agrees that before any action is taken, the Association shall be informed of the action proposed and provided with the budgetary information on which the decision was based. The Employer shall also provide the Association with information about any actions as they are taken.
- 29.4 No action shall be taken which is inconsistent with the terms of this Agreement.
- 29.5 Temporary Layoff, Partial Redundancy, General Redundancy.
- 29.5.1 Temporary Layoff. If the Employer has determined that insufficient funds are currently available to pay existing employees:
- (i) employees shall be laid off and recalled according to seniority as specified in Article 29.6;
 - (ii) employees who are to be laid off shall be notified according to Article 29.7;
 - (iii) no new or additional employees shall be hired without the approval of the Association while any employee is temporarily laid off.
- 29.5.2 Partial Redundancy. If the academic priorities of the University no longer warrant the continuation of a particular program, in whole or in part, whether for financial or academic reasons:

- (i) the program shall not be considered discontinued, in whole or in part, for layoff purposes unless the discontinuance has been approved by Council. The University shall notify all employees potentially affected by the program discontinuation of the Council meeting at which the program discontinuation will be considered. A copy of the notice of the meeting will also be sent to the Association. A grievance in the case of layoff for reason of partial redundancy shall be subject to the same limitations as in the case of tenure (Article 15.17);
- (ii) before any employees are laid off, the Employer shall determine whether some or all layoffs could be avoided by:
 - (a) economizing on other areas of expenditure,
 - (b) transfer to another academic program as specified in Article 29.9,
 - (c) retraining as specified in Article 29.10,
 - (d) early retirement as specified in Article 29.11;
- (iii) employees shall be laid off and recalled according to seniority as specified in Article 29.6;
- (iv) employees who are to be laid off shall be notified according to Article 29.7;
- (v) employees who are laid off shall be entitled to the severance benefits specified in Article 29.8 or whatever Assisted Early Retirement Plan may be in effect at the time;
- (vi) only employees in a discontinued program shall be subject to layoff due to a Partial Redundancy.

29.5.3 General Redundancy. If the Employer has determined that insufficient funds exist to pay the existing number of employees for a long time in the future:

- (i) before any employee is laid off, the Employer shall determine whether some or all layoffs could be avoided by:
 - (a) economizing on other areas of expenditure,
 - (b) transfer to another academic program as specified in Article 29.9,
 - (c) retraining as specified in Article 29.10,
 - (d) early retirement as specified in Article 29.11;
- (ii) employees shall be laid off and recalled according to seniority as specified in Article 29.6;
- (iii) employees who are to be laid off shall be notified according to Article 29.7;
- (iv) employees who are laid off shall be entitled to severance benefits, as specified in Article 29.8.

29.6 Seniority on Layoff and Recall.

29.6.1 In the event of a Temporary Layoff or General Redundancy, the number of layoffs shall be allocated proportionately among Colleges. In the event of any layoff, employees shall be laid off and recalled according to their seniority among those employees within the department, division, College, or other administrative unit in which the layoff is to occur.

29.6.2 The order of seniority on layoff shall be the following:

- (i) first, Sessional Lecturers who are not members of the bargaining unit but who teach classes that can satisfactorily be taught by members of the bargaining unit, and are financed out of the University Operating Budget;
- (ii) second, Special Lecturers and employees who hold appointments without term or for a limited term, and whose income comes from the University Operating Budget;
- (iii) third, all other employees in the bargaining unit.

The order of recall shall be the reverse of the order of layoff.

- 29.6.3 Within each of these three classifications, the order of seniority shall be determined by the date of current appointment to the University, those most recently appointed being the first to be laid off and those last laid off being the first to be recalled. When the date for layoff or recall is the same for any employees, the order of seniority shall be determined by lot.
- 29.6.4 No tenured or permanent employee having a minimum of ten (10) years of service with the University whose age plus years of service is equal to or greater than sixty (60), shall be laid off for reason of General Redundancy.
- 29.6.5 Recall rights of laid off employees shall be limited to a period of three years from the date of layoff. A laid off employee shall have the right of first refusal of each and every available position in the employee's field. Laid off employees shall be given two months to decide whether they wish to accept a recall and shall be given a reasonable period of time in order to fulfill other commitments before resuming their duties. If employees fail to accept a recall or to resume their duties, their recall rights shall terminate.
- 29.7 Notification. The President shall send a letter of notification to each employee who is to be laid off stating that the layoff is for reasons of financial exigency alone. The letter shall be sent by prepaid registered mail to the employee's last known address no later than:
- (i) six months before the effective date of the layoff in the case of a Temporary Layoff; or
 - (ii) eighteen months before the effective date of the layoff in the case of a General Redundancy; or
 - (iii) twenty-four months before the effective date of the layoff in the case of a Partial Redundancy.
- An employee on a limited term appointment whose term of employment expires in less than six months need not be sent a letter of notification.
- 29.8 Severance Benefits.
- 29.8.1 In the event of a Partial or General Redundancy, severance pay shall be equal to two months' salary for each of the first three years of service, plus one additional month's salary for each additional year of service up to a maximum of nine additional months of salary.
- 29.8.2 In the event of a Temporary Layoff, employees who are not recalled within the academic year that they are laid off shall be entitled to the severance benefits provided for in Article 29.8.1.
- 29.8.3 Employees who have been notified that they will be laid off may, at their discretion, elect to receive a cash settlement equal in value to their monthly salary times the number of months that remain in their period of notification to a maximum of 12-months' salary before the effective date of their termination, in lieu of continuing their employment with the University. This cash settlement shall not affect their recall rights.
- 29.8.4 Employees who are laid off shall continue to have access to Library facilities on the same basis as employees who have not been laid off, and shall be given reasonable access to laboratory and computer facilities.
- 29.8.5 Laid off employees who are recalled may, at their option, make retroactive payments into the Pension Plan for all or part of the time they were laid off and the Employer shall make matching contributions according to the formula for the Pension Plan as if they had been on leave of absence without pay.
- 29.8.6 Laid off employees shall, until termination of laid off status or acceptance of other permanent employment, be eligible for:
- (i) participation, at their own expense, in the Voluntary Group Life Insurance Plan, subject to amendment of the Plan;
 - (ii) participation, at the Employer's expense, in the basic coverage of the Compulsory Group Life Insurance Plan, subject to amendment of the Plan.
- 29.9 Transfer. In the event of layoff or severance, employees may be transferred, with their permission and with the Employer's approval, from their departments or Colleges on a partial, short-term, or permanent basis in lieu of being laid off.

29.9.1 Secondment (Partial and/or Short-Term Transfer of Duties).

- (i) Secondment of employees, for a portion or all of their academic duties, would normally be occasioned by:
 - (a) efforts to implement a Council-approved decision establishing particular academic priorities,
 - (b) enrolment patterns which create serious imbalances in teaching loads of a kind which could be alleviated by transfers;
- (ii) secondments shall be effected only after consultation among the appropriate Dean(s), head(s), and the employee. The President shall confirm a decision about secondment in writing to the employee with a copy to the Association, at least three (3) months prior to the date on which the transfer is to become effective. The written notice of the decision shall indicate the date and the expected duration of the secondment.

29.9.2 Permanent Transfer.

- (i) Permanent transfer would normally be occasioned by:
 - (a) efforts to implement a Council-approved decision establishing particular academic priorities,
 - (b) significant and long-term changes in enrolment patterns which create serious imbalances in teaching loads of a kind which could be alleviated by transfers;
- (ii) permanent transfers shall be effected only after consultation among the appropriate Dean(s), head(s), and the employee. The President shall confirm a decision to transfer in writing to the employee with a copy to the Association at least three (3) months prior to the date on which the transfer is to become effective;
- (iii) employees who are transferred will retain tenure, rank, seniority, salary, sabbatical and pension entitlements and all other negotiated or customary benefits.

29.10 Retraining. During a period when layoff or severance is required, retraining may be necessary before an employee can be transferred to another department or College. Retraining shall be voluntary and requires the approval of the Employer. Employees who elect to retrain as a condition of being transferred shall continue to receive their current monthly salary up to a maximum number of months for which they would be eligible according to their period of notification plus their severance payment; and they shall be entitled to the positions for which they retrain.

29.11 Early Retirement. During a period when layoff or severance is required, every reasonable effort shall be made to retire employees early in order to avoid layoffs. Early retirement shall be voluntary.

30. LETTERS OF EXPECTATION AND LETTERS OF INSTRUCTION

30.1 Letters of Expectation.

A letter of expectation is a non-disciplinary letter issued by a Dean to an employee. The purpose of a letter of expectation is to counsel and communicate.

A letter of expectation shall have the following attributes:

- (i) it shall be clearly labelled as a letter of expectation;
- (ii) it shall identify and clarify the expected standard of performance, or the tasks, functions, or responsibilities that are expected of an employee and shall not refer to culpable actions or behaviour on the part of the employee;
- (iii) it may provide guidance and assistance, as appropriate;
- (iv) it shall not prescribe actions of the employee;
- (v) it shall not identify concerns possibly warranting future discipline or be used as the foundation for building potential future disciplinary actions;

(vi) it shall not be added to the employee's personal file.

30.2 Letters of Instruction.

Letters of instruction are disciplinary letters and may be a precondition to discipline as per Article 31.1.3. The purpose of a letter of instruction issued by a Dean to an employee is to direct the standard of performance that is expected, and specifically, the standard of performance that is not acceptable.

A letter of instruction shall have the following attributes:

- (i) it shall be clearly labelled as a letter of instruction;
- (ii) it is a specific and proper instruction concerning the tasks, functions, responsibilities, or standard of performance expected of the employee;
- (iii) further incidents may be followed by further letters of instruction or discipline.
- (iv) the letter shall be added to the employee's personal file in accordance with Article 12.3.7.

31. DISCIPLINE

31.1 Discipline is specific action taken by the Employer based on an allegation that an employee has not performed the employee's duties at a standard that is considered acceptable, or has failed to carry out a proper instruction given by an administrative superior.

31.1.1 An allegation requiring disciplinary action can only be justified if the following conditions are determined to have existed:

- (i) the tasks or functions or responsibilities that are expected of an employee have been made clear to the employee through specific instruction, or it could be reasonably expected that such tasks or functions or responsibilities would be specifically known to an employee on the basis of the employee's rank and current terms of appointment;
- (ii) through specific and proper instruction, or on the basis of the employee's rank and current terms of appointment, the employee must have had a reasonable opportunity to know and understand the standard of performance that is expected, and specifically, the standard of performance that is not acceptable;
- (iii) if the disciplinary action is to be taken on the basis of a cumulation of allegedly censurable events, it is required that, in the course of the cumulation of allegedly censurable events, the employee will have been properly informed that the employee's performance was not at an acceptable level;
- (iv) in the case of an alleged refusal to carry out an instruction, such instruction will have been provided to the employee in written form, unless circumstances precluded the opportunity for written instruction to be received by the employee.

31.1.2 Failure to carry out the instructions given by an administrative superior are not valid grounds for disciplinary action, if:

- (i) the instruction is in conflict with the employee's right to engage in legitimate collective bargaining activity; or
- (ii) the instruction infringes upon the employee's right to academic freedom.

31.1.3 Discipline shall take the form of (i) reprimand, or (ii) dismissal, except that when an Arbitration Committee decides not to uphold a recommendation for dismissal, the Committee shall have the power, under Article 31.5.10.7, to substitute whatever lesser form of discipline it considers appropriate, aside from change in academic rank or tenure.

31.1.4 An employee may, at the President's discretion, be temporarily relieved of duties at any stage in the discipline process. Unless, and until the Arbitration Committee recommends that the employee be dismissed and the Board acts upon such recommendation from the President, the employee shall retain the employee's appointment at full salary.

- 31.2 Reprimand. Reprimand shall be a written statement issued by the President, on the recommendation of the Dean, to an employee stating that the employee's activities have been such as to violate acceptable standards of performance of tasks, functions, or responsibilities appropriate to the employee's present rank and current terms of appointment, or that the employee has failed to carry out a proper instruction. The written statement shall include reasons for the disciplinary action, and a copy shall be sent to the Association.
- 31.2.1 In the year subsequent to a reprimand, the Employer may withhold a Career Development Increase from the employee who has been reprimanded.
- 31.2.2 A reprimand shall be added to the employee's personal file in accordance with Article 12.3.8.
- 31.2.3 A grievance against a reprimand shall conform to the grievance procedure as set out in Article 27 of this Agreement.
- 31.3 Dismissal. Dismissal is the termination by the Board of the appointment of any employee as a consequence of disciplinary action. A decision not to renew a probationary appointment, or not to grant tenure status at the conclusion of a probationary period, does not constitute dismissal.
- 31.4 Grounds for Dismissal. An employee may not be dismissed except for good and sufficient cause.
- 31.4.1 The loss by an employee of privileges to engage in professional practice (including, in the case of College of Medicine staff, the loss of hospital privileges) as the result of an action by an outside body empowered to take such action, shall not in itself be a sufficient reason for dismissal from the University. However, the Arbitration Committee shall not be precluded from receiving into evidence the facts and circumstances that led to the loss of professional privileges as establishing in whole or in part good and sufficient cause.
- 31.4.2 Failure to perform for reasons of proven ill health will not be grounds for dismissal provided that:
- (i) the employee makes every reasonable effort to rehabilitate herself or himself commensurate with the employee's physical and mental abilities. Utilization of the EAP shall be regarded as constituting a reasonable effort at rehabilitation; and
 - (ii) the employee seeks and follows an active treatment program suitable for the illness or disability.
- Nothing in this section will be construed as changing the terms and conditions of the Academic Long Term Disability Plan for employees, (Article 22.5), and in particular, with the provision for alternate employment after two years on the Academic Long Term Disability Plan.
- 31.5 Procedures for Dismissal.
- 31.5.1 When the Dean of a College is convinced that grounds for dismissal of an employee do exist, the Dean shall give written notice of this to the President with a full statement of reasons.
- 31.5.2 If, after consultation with the Dean, the President considers the case warrants further action, the President shall forward to the employee concerned, and to the Association, copies of the Dean's recommendation and appoint a time to discuss the matter.
- 31.5.3 The President shall then hold discussions with the employee, together with the Dean and a representative of the Association, to consider all circumstances pertinent to the matter.
- 31.5.4 The President shall, within a reasonable time thereafter but not exceeding 30 days, notify the employee, in writing, either that the matter will not proceed further or that it is the President's intention to make a recommendation to the Board that the employee be dismissed. The notification to the employee shall include a full statement of the reasons for dismissal. In no case shall the effective date of dismissal be less than three months from the date of the President's notification.
- 31.5.5 If the Association in its own right or on behalf of an employee wishes to contest the President's recommendation, it shall so advise the President, in writing, within fourteen days of the receipt of the President's letter and request the establishment of an Arbitration Committee to hear and determine the matter. In default of such request, the Board may proceed to deal with the recommendation. The Association and the Arbitration Committee shall, in accordance with the provisions of Articles 10 and 12, have access to all information and documents in the possession of the Employer that may be relevant to the case.

- 31.5.6 The Arbitration Committee shall determine whether or not the grounds for the recommendation for dismissal are established and, if established, whether or not they constitute good and sufficient cause for dismissal, and shall determine also such other matters as the President and the Association, on behalf of the employee, may agree, in writing, to submit to the Arbitration Committee.
- 31.5.7 The Arbitration Committee shall consist of three persons, one to be nominated by the Employer, one to be nominated by the Association, and a third member, who shall be chair, selected from a panel of five candidates appointed for this purpose by joint agreement between the Employer and the Association. These individuals shall be persons of unquestioned integrity and independence from outside the University. Each party shall have ten days from the date of the formal written request for arbitration to name its member on the Arbitration Committee and the two parties shall have a further four days to agree upon a chair. If agreement cannot be reached upon the selection of a chair from the panel of names, the appointment shall be made from the panel by random selection.
- 31.5.7.1 The names of persons who constitute the Panel of Arbitration Chairs shall be appended to the Agreement.
- 31.5.8 The Arbitration Committee once chosen shall begin its proceedings as soon as possible.
- 31.5.9 The Arbitration Committee shall give not less than seven days' notice, in writing, of the time and place of its hearing of the dispute, to the Association, on behalf of the employee, and to the Employer.
- 31.5.10 At any hearing to consider the case for dismissal of an employee, the Arbitration Committee:
- 31.5.10.1 Shall establish its own rules of procedure and of evidence.
- 31.5.10.2 Shall rest the burden of proof for dismissal with the Employer.
- 31.5.10.3 Shall have the right to call, examine and cross-examine witnesses.
- 31.5.10.4 Shall grant to each party the right, either personally, or by agent or counsel, to adduce evidence, to call, examine and cross-examine witnesses and to address the Arbitration Committee.
- 31.5.10.5 Shall hold its meetings in camera unless the Association, on behalf of the employee and the Employer, by mutual consent, agree that the meetings shall be open to the public.
- 31.5.10.6 Shall cause the proceedings to be audio recorded, such record to be kept for Arbitration Committee purposes, and until all appeals are concluded.
- 31.5.10.7 Shall have the power to substitute a more appropriate disciplinary action.
- 31.5.10.8 Shall have the right to examine any documents which it considers relevant to the grievance in question.
- 31.5.11 All reasonable expenses incurred by the Arbitration Committee shall be paid by the Employer, but each party to the dispute shall be responsible for all costs of legal counsel and other agents employed by them in the prosecution or defence of the case.
- 31.5.12 The decision of the Arbitration Committee shall be by majority vote and shall be final and binding upon the Employer and employee. Should there not be a majority decision, the decision of the Chair shall prevail.
- 31.5.13 When the Arbitration Committee has reached its decision, it shall immediately notify, by registered mail, both the President and the Association, on behalf of the employee, of its decision. If the decision is that the employee stand dismissed for cause, then the President, upon authority of the Board, shall notify the employee by registered mail to the employee's home address of the effective date of dismissal, which in no case shall be earlier than the date on which the committee handed down its decision or the date specified in Article 31.5.4.

32. NEGOTIATION PROCEDURES

- 32.1 Term of Agreement. This Agreement shall be in effect from July 1, 2017 to June 30, 2022, and shall continue in effect from year to year unless amended or terminated in accordance with *The Saskatchewan Employment Act*.

- 32.2 The Collective Negotiating Committee.
- 32.2.1 Each party acknowledges the right of the other party to appoint or otherwise select its representatives to engage in collective bargaining. The representatives of the two parties shall together constitute the Negotiating Committee.
- 32.2.2 Each party shall keep the other party informed, in writing, of the names of its representatives to the Negotiating Committee.
- 32.2.3 If mutually agreed, the parties may commence collective bargaining sessions more than 60 days prior to the termination of the Agreement.
- 32.2.4 Collective bargaining shall take place at a time and place fixed by mutual consent.

33. JOINT COMMITTEE FOR THE MANAGEMENT OF THE AGREEMENT

- 33.1 Within fourteen days of this Agreement coming into effect the Employer and the Association shall form a Joint Committee for the Management of the Agreement.
- 33.2 The Committee shall be composed of four representatives each of the Employer and of the Association.
- 33.3 The objectives of the Committee shall be:
- (i) to determine those issues that are specifically placed before it by the terms of this Agreement;
 - (ii) to review any matters of mutual concern, especially those arising from the management of the Agreement;
 - (iii) to maintain and develop a spirit of co-operation and mutual respect between the parties;
 - (iv) to facilitate better working relationships between the Employer and employees;
 - (v) to serve as a forum for the exchange of information.
- 33.4 A quorum shall be six (6) members with three representatives of each party.
- 33.5 Two members of this Committee, one from each party, shall be designated by the Committee as joint chairs. They shall alternate in presiding over meetings and they shall be responsible for determining and circulating the agenda and notices.
- 33.6 The Committee shall meet as necessary but at least once a month during the academic year unless otherwise agreed to by both parties. Either party may call a meeting on seven (7) days written notice. The parties shall exchange written agendas at least forty-eight (48) hours in advance of each meeting.

34. EMPLOYEES IN THE CROP DEVELOPMENT CENTRE

- 34.1 Preamble. The University of Saskatchewan Faculty Association (henceforth "Association") and the University (henceforth "Employer") acknowledge that, under the terms of Saskatchewan Labour Relations Board decision dated January 25, 1995, certain employees in the Crop Development Centre (henceforth "CDC") are members of the bargaining unit represented by the Association. It is agreed that, upon ratification of this agreement, the terms and conditions of the 1992-95 Collective Agreement between the Association and the Employer, as amended from time to time, shall apply to those employees in the CDC (henceforth "employees") with the modifications which are included in this Article.
- 34.2 Definitions. For the purpose of interpreting Article 34, the following definitions shall apply:
- 34.2.1 *Director* means the Director of the CDC.
- 34.2.2 *Department* means the Department of Plant Sciences including the employees in the CDC identified in Article 34.1 and the Director of the CDC.
- 34.2.3 *Continuing status* means the appointment of an employee identified in Article 34.1 to a permanent position in the CDC supported by and dependent upon funds external to the Operating Budget of the

University. Such appointment shall continue subject only to the provisions of Articles relating to resignation (Article 23), retirement (Article 24), severance (Article 29), and discipline (Article 31).

- 34.3 Assignment of Duties. The provisions of Article 11 shall apply. In addition, the Department Head shall consult with the Director of the CDC and take due account of the requirements of the research contracts the employees in the CDC are expected to fulfill and the advice of the Director of the CDC.
- 34.4 Ranks and Appointment. The provisions for appointments to the faculty (Article 13) shall apply to the employees in the CDC identified in Article 34.1, except for the following modifications and additional provisions.
- 34.4.1 Ranks. Appointments shall be at the rank of Professor (CDC), Associate Professor (CDC), or Assistant Professor (CDC).
- 34.4.2 Reclassification of Research Scientists. All current employees in the CDC identified in Article 34.1 shall hold continuing status and be reclassified as follows:
- (i) Professional Research Associates shall become Assistant Professors (CDC);
 - (ii) Research Scientists shall become Associate Professors (CDC);
 - (iii) Senior Research Scientists shall become Professors (CDC).
- 34.4.3 New Appointments. New CDC appointments in the bargaining unit shall be one of the following:
- (i) Probationary -- leading to consideration of an appointment with continuing status;
 - (ii) with continuing status;
 - (iii) for a limited term.
- 34.4.4 Search and Appointment Procedures for Appointment of the Director of the Crop Development Centre. The search and appointment procedures set out in Article 13.5 shall be used for the search and appointment of the Director of the Crop Development Centre.
- 34.5 Renewal of Probationary Appointments. The provisions of Article 14 shall apply except that the word "tenure" shall be replaced by the words "continuing status".
- 34.6 Continuing Status for Research Scientists. The provisions of Article 15 shall apply to the award of continuing status except that the word "tenure" shall be replaced by the words "continuing status".
- 34.6.1 Department Renewals and Tenure Committee. The Department Renewals and Tenure Committee for employees in the Department of Plant Sciences, including the CDC, shall consist of all employees in the department holding tenure or continuing status and shall be chaired by the Department Head.
- 34.7 Promotions. The provisions of Article 16 shall apply except for the following:
- 34.7.1 Department Promotions Committee. For employees in the Department of Plant Sciences, including the CDC, there shall be a promotions committee for each rank made up of all persons tenured or with continuing status whose rank is above that of the faculty member being considered for promotion with the Department Head as chair.
- 34.8 Ranks and Salaries. Appointments at the rank of Professor (CDC) shall be remunerated at the salary level for the rank of Professor; appointments at the Associate Professor (CDC) rank shall be remunerated at the level of Associate Professor; and appointments at the Assistant Professor (CDC) rank shall be remunerated at the level of Assistant Professor.
- 34.8.1 Special Increases. The provisions of Article 17 and 18 shall apply to all employees in the CDC and Special Increases will be included in the allocations specified in Article 18.2.4.2 but funded from CDC funds.
- 34.8.2 Administrative Remuneration. The Director of the CDC shall be paid an administrative stipend equal to that of Department Head as described in Article 18.8.
- 34.9 Sabbatical Leaves. The employees in the CDC identified in Article 34.1 shall not be eligible for sabbatical leaves provided for under Article 20; instead there shall be provisions for research leaves.

- 34.10 Research Leaves. The purpose of the research leave is to allow employees in the CDC with continuing status to foster relationships with peers in other locations; to learn new research skills and techniques; or to take advantage of equipment, data, or research expertise available in these locations. The Director must make arrangements to ensure that research programs continue during research leaves, and each leave must be judged to result in the employee becoming more effective in research.
- 34.10.1 Eligibility for Research Leave. The research leave arrangements shall parallel sabbatical leave arrangements except for the dates set forth in Article 20.9. Applications shall be made to the Dean who shall invite the Department Head and the Director of CDC to comment on all applications. The Dean shall approve research leave in all cases where the applicant is eligible for the leave and has put forward an application which, in light of the employee's past performance, satisfies the requirements identified in Article 34.10 above. The Dean may postpone for one year the research leave of an employee when the number of acceptable applications exceeds $1/4 \times$ the number of employees with continuing employment status. If the research leave of an employee is postponed, the year of postponement shall count as qualifying service for the next research leave.
- 34.10.2 Appeal in the Case of Denial. In the case of denial of a research leave, the employee shall have the right to appeal to the Sabbatical Leave Appeal Committee as provided in Article 20.3.
- 34.11 Benefits. The provisions of Article 22 shall apply. The Employer's share of benefit costs for employees in the CDC shall be paid from CDC funds.
- 34.12 Patents. The ownership of any intellectual property other than copyrighted materials developed by a CDC employee shall be determined by the terms of any third party grant or contract which provided funding to carry out the research which led to the development of the intellectual property.
- 34.13 Layoff and Severance. The provisions of Article 29 shall apply except that the following wording shall be substituted for Article 29.5.2: For the purpose of determining the existence of partial redundancy with respect to the CDC, the administrative unit for consideration will be the employees in the CDC identified in Article 34.1. Partial redundancy may be deemed to occur when the CDC's external funding (that is, funding not provided by the University's Operating Budget) is severely reduced or eliminated.
- (i) A grievance in the case of layoff for reason of partial redundancy shall be subject to the same limitations as in the case of tenure (Article 15.17);
 - (ii) before any employees are laid off, the Employer shall determine whether some or all layoffs could be avoided by:
 - (a) economizing on other areas of expenditure in the CDC,
 - (b) transfer to another academic program as specified in Article 29.9,
 - (c) retraining as specified in Article 29.10,
 - (d) early retirement as specified in Article 29.11;
 - (iii) employees shall be laid off and recalled according to seniority in the CDC;
 - (iv) employees who are to be laid off shall be notified according to Article 29.7;
 - (v) employees who are laid off shall be entitled to the severance benefits specified in Article 29.8;
 - (vi) only employees in a discontinued program shall be subject to layoff due to a Partial Redundancy.
- 34.13.1 Seniority in the CDC shall begin as of the date of original appointment with the University.

35. EMPLOYEES IN THE COLLEGE OF MEDICINE – FUNDED BY COLLEGE OF MEDICINE FUNDS

- 35.1 Preamble. The University of Saskatchewan Faculty Association (henceforth "Association") and the University (henceforth "Employer") acknowledge that, under the terms of the Saskatchewan Labour Relations Board decision dated July 11, 2001, all full time employees in the College of Medicine holding academic appointments are members of the bargaining unit represented by the Association. It is agreed that, upon ratification of this agreement, the terms and conditions of the 2001-2002 Collective Agreement between the Association and the Employer, as amended from time to time, shall apply to those full-time

employees previously designated 'without term' in the College of Medicine (henceforth "employees") with the modifications that are included in this Article. Similarly, the Collective Agreement with the modifications included in this Article shall also apply to any new full-time employees hired into limited term and continuing status positions in the College of Medicine, whose academic component of salary is funded from sources other than the University Operating Budget.

- 35.2 Definitions. For the purpose of interpreting Article 35, the following definitions shall apply:
- 35.2.1 Academic Component of Salary means the base salary that is provided in accordance with the salary scales set out in Article 18.3 and adjusted by increases provided by Article 18.2.2. For full-time employees in the College of Medicine whose base salaries are supported by and dependent upon funds external to the Operating Budget of the University, the academic component of salary shall be exclusive of pensions, clinical or market stipends (except those awarded in accordance with Article 18.8), benefits and other clinical earnings and fees received.
- 35.2.2 Continuing status in the College of Medicine means the appointment of an employee to a full-time continuing position in the College of Medicine. It shall be restricted to those faculty whose academic component of salary is supported by and dependent upon funds external to the Operating Budget of the University and whose appointment is not for a limited term. Such appointment shall continue subject only to the provisions of Articles relating to resignation (Article 23), retirement (Article 24), severance (Article 29 as modified by Article 35.10), and discipline (Article 31). The probationary period for such employees shall be consistent with the probationary period for the appropriate rank.
- 35.2.3 College of Medicine funds referenced in this Article shall mean funds from sources other than the University Operating Budget that are responsible for positions set out in Article 35.1.
- 35.3 Articles 14, 15, 16, 17 and 20 shall apply to all employees holding continuing status in the College of Medicine except that the word "tenure" shall be replaced by the words "continuing status". Continuing status employees shall be eligible to participate in collegial committees and have their renewal, continuing status, promotion, salary review and sabbatical leave cases heard by the collegial committees.
- 35.4 Salaries. The academic component of salaries for positions described in Article 35.1 shall be paid from College of Medicine funds. Clinical earnings and professional fees received by faculty members in the College of Medicine may be used to support these positions.
- 35.4.1 Special Increases. The provisions of Article 17 and 18 shall apply and Special Increases for employees funded by College of Medicine funds will be included in the allocations specified in Article 18.2.4.2 but funded from College of Medicine Funds.
- 35.5 Appointment of Department Heads. Employees with continuing status in the College of Medicine shall be eligible for appointment as Department Head as described in Article 13.6.
- 35.6 Sabbatical Leaves. Continuing status employees in the College of Medicine identified in Article 35.1 shall be eligible for sabbatical leaves as provided for under Article 20, except that the word "tenure" shall be replaced by the words "continuing status". For purposes of Article 20, "regular salary" shall be considered to refer to the academic component of the salary of an employee with continuing status.
- 35.7 Other Leaves. The provisions of Article 21 shall apply except that funding for leaves for continuing status employees shall be provided from College of Medicine funds. For leaves with pay, funding shall only be provided for the academic component of salary.
- 35.8 Benefits. The provisions of Article 22 shall apply except that premiums for continuing status and eligible limited term employees, paid from sources other than the University Operating Grant, shall be added to the fixed levels established in Articles 22.14 and 22.16. The Employer's share of premium costs for these and other benefits including pension contributions shall be paid from College of Medicine funds.
- 35.9 Patents. Subject to agreement with the employee pursuant to Article 25.3 or 25.4, the ownership of any intellectual property other than copyrighted materials shall be determined by the terms of any third party grant or contract that provided funding to carry out the research that led to the development of the intellectual property.
- 35.10 Layoff and Severance. The provisions of Article 29 shall apply except where otherwise indicated and any payment made in accordance with this Article shall be based solely on the academic component of salary.

35.10.1 The following wording shall be substituted for Article 29.5.2 and 29.6: Partial redundancy may be deemed to occur when the College of Medicine's external funding for a program or project is severely reduced or eliminated and shall only apply to continuing status positions. The following provisions shall apply for partial redundancy.

- (i) a grievance in the case of layoff for reason of partial redundancy shall be subject to the same limitations as in the case of tenure (Article 15.17);
- (ii) before any employees are laid off, the Employer shall determine whether some or all layoffs could be avoided by:
 - (a) economizing on other areas of expenditure in the College of Medicine;
 - (b) transfer to another academic program as specified in Article 29.9;
 - (c) retraining as specified in Article 29.10;
 - (d) early retirement as specified in Article 29.11;
- (iii) employees in a discontinued program or project shall be subject to layoff due to a Partial Redundancy. When funding for a specific program or project is discontinued, only employees associated with that particular program or project shall be affected.
- (iv) employees in a discontinued program or project shall be laid off and recalled according to seniority in that program or project.

35.10.2 The following wording shall be substituted for Article 29.7:

- (i) Both the employee and the Association shall be notified as soon as the employer is informed by the granting agency if a program or project is to be discontinued due to financial exigency. Employees shall be entitled to as much notice as the employer receives with a minimum notice period of six months.
- (ii) Employees who have been notified that they will be laid off may, at their discretion, elect to receive a cash settlement equal in value to their monthly academic component of salary times the number of months that remain in their period of notification to a maximum of 6 months' salary before the effective date of their termination, in lieu of continuing their employment with the University.

35.10. The following wording shall be substituted for Article 29.8: employees who are laid off shall be entitled to severance benefits, based on the academic component of salary of one month's salary for each year of service up to a maximum of six months of salary.

35.11 General Redundancy associated with a reduction to the University's Operating Budget shall not apply to positions funded from sources other than the University Operating Budget. Article 29.5.3 shall not apply to these employees.

35.12 Seniority in the College of Medicine shall begin as of the date of the current appointment with the University.

IN WITNESS THEREOF, the parties hereto have executed this Agreement this 29th day of October, 2019.

Signing for the University

"Cheryl Carver"
Cheryl Carver

"Jim Basinger"
Jim Basinger

"Martin Phillipson"
Martin Phillipson

Signing for the Association

"Allison Muri"
Allison Muri

"Eric Neufeld"
Eric Neufeld

"Doug Chivers"
Doug Chivers

"Mary Buhr"
Mary Buhr

"Anas El-Aneed"
Anas El-Aneed

"Michelle Prytula"
Michelle Prytula

"Darrell Mousseau"
Darrell Mousseau

"Ana Crespo-Martin"
Ana Crespo-Martin

"Johanne Brassard"
Johanne Brassard

"Colin Weimer"
Colin Weimer

"Greg Fowler"
Chair, Board of Governors

"Beth Bilson"
Secretary, Board of Governors

APPENDIX A

Constitution of the Panel of Arbitrators required by Article 27.4.2 (Grievances) shall be:

Anne Wallace, Q.C.
Catherine Zuck, Q.C.
A. Sims, Q.C.
William Hood, Q.C.

and such other persons as may be agreed upon by the Joint Committee for the Management of the Agreement.

APPENDIX B

Constitution of the Panel of Arbitration Chairs required by Article 31.5.7.1 (Dismissal) shall be:

Lyle Kanee

Stanley Lanyon, Q.C.

Colin Taylor, Q.C.

David McPhillips

and such other persons as may be agreed upon by the Joint Committee for the Management of the Agreement.

MEMORANDUM OF AGREEMENT NO. 1
IMPLEMENTATION OF NEW AGREEMENT
July 1, 2017 to June 30, 2022

The 2017-2022 Collective Agreement is without prejudice to the rights under the award by Anne Wallace for Grievance #2018-02.

Effective July 1, 2017

- The USFA is entitled to one observer on the Spousal Appointment Task force.

Effective July 1, 2019

Compensation:

- 1.25% adjustment to salary scales
- 1.25% adjustment to Career Development Increases
- 1.25% adjustment for all active employees
- \$3,000 on base salary for all active employees

Changes to Merit System effective July 1, 2019 (2018/19 review year):

- Reduce the merit system from 610 to 300 special increases (equivalent to 300 CDI's) per year
- Reduce maximum value of special increases per employee to 2 times the value of a CDI in each year
- Departments may award ½ or 1 times the value of a CDI to any employee
- Colleges may award ½, 1, 1½, or 2 times the value of a CDI to any employee, up to the overall maximum of 2
- PRC may award (with or without awards by the department or college) ½, 1, 1½, or 2 times the value of a CDI to any employee recommended by the college, up to the overall maximum of 2

Effective first day of the month following the date of ratification:

Benefits:

- Short Term Disability
 - Extend the short term disability period from 90 calendar days to 112 calendar days
- Long Term Disability
 - Extend the elimination period from 90 calendar days to 112 calendar days
 - Extend the disability payments to the end of the month in which death occurs
- Extended Health Care
 - Increase annual maximum coverage for Psychologists from \$500 to \$2,000
 - Increase eye exam coverage from \$100 to \$150 every two years
- Increase covered moving expenses from \$6,000 to \$10,000 for any property or personal effects that are moved.

Effective July 1, 2020

Compensation:

- 1.95% adjustment to salary scales
- 1.95% adjustment to Career Development Increases
- 1.95% adjustment for all active employees

Effective July 1, 2021

Compensation:

- 1.95% adjustment to salary scales
- 1.95% adjustment to Career Development Increases
- 1.95% adjustment for all active employees

Allison Muri
Signing for the Association

Cheryl Carver
Signing for the Employer

Doug Chivers
Signing for the Association

Jim Basinger
Signing for the Employer

MEMORANDUM OF AGREEMENT NO. 2
APPOINTMENT AND REAPPOINTMENT OF SENIOR ADMINISTRATORS

In the interest of promoting harmonious relations and recognizing that the appointment and reappointment of senior Administrative officers has an impact on the working conditions of the Faculty, the University of Saskatchewan and the University of Saskatchewan Faculty Association agree that the following represents their understanding with respect to the appointment and reappointment of senior administrative officers of the University:

1. The University of Saskatchewan agrees that the search procedures outlined in the policy documents issued by the Board of Governors in 1997, and as amended from time to time, shall be interpreted to include:
 - Deans, Associate Deans, and Vice-Deans;
 - Executive Directors, Executive Directors and CEOS, and Associate Executive Directors of Institutes and Schools;
 - the Director of VIDO-INTERVAC;
 - Vice-Provosts, Associate Vice-Provosts, and Assistant Vice-Provosts;
 - Vice-Presidents, Associate Vice-Presidents;
 - the Provost and Vice-President Academic;
 - the President;
 - and additional positions as deemed appropriate by the Joint Committee.
2. The University shall notify the Joint Committee for the Management of the Agreement when new Senior Administrator positions are created.
3. From time to time, a Joint Committee of the Board of Governors and Council will be established to review the search procedures in respect of the appointment and reappointment of the senior administrative officers noted above, and will report their findings and any proposed amendments to the Board of Governors. The appropriate number of faculty or Council members on the search committees and the appropriate methods for selection of faculty or Council members will be included in the review.
4. The Joint Committee shall be comprised of three (3) members appointed by the Board, and three (3) members drawn from the membership of the General Academic Assembly named by the Nominations Committee of Council and approved by Council, and an independent Chair appointed by the Board of Governors from a list of names put forward by the Joint Committee. The list shall be approved by a majority of the members of the Committee, including at least a majority of the Council appointees, and a majority of the Board appointees.
5. The University agrees to make the policy available on the University web site. Print copies of the policy shall also be available, upon request.
6. The University restates its commitment to follow the policies issued by the Board of Governors and to allow the full range and extent of consultation envisioned by these policies.

Allison Muri
Signing for the Association

Cheryl Carver
Signing for the Employer

Doug Chivers
Signing for the Association

Martin Phillipson
Signing for the Employer

Dated June 4, 2019

**MEMORANDUM OF AGREEMENT NO. 3
ACADEMIC PROGRAMMING (AP) APPOINTMENTS**

The University of Saskatchewan and the University of Saskatchewan Faculty Association agree as follows:

1. That there is a need for a limited number of probationary and tenured employees whose roles in the academic unit may differ from the teacher-scholar model.
2. That these employees may have credentials and/or qualifications that differ from the teacher-scholar model and have assigned duties more concentrated on the delivery of academic programs.
3. That these academic employees will be in scope of the bargaining unit represented by the Association.
4. That appointment of these academic employees shall only be made at the ranks of Assistant Professor or Associate Professor and shall be designated as "Academic Programming."
5. That employees with an Academic Programming appointment shall be referred to as, Assistant Professor (AP) and Associate Professor (AP).
6. That there shall be no more than 50 probationary or tenured employees university-wide designated Academic Programming and no academic unit shall have more than 20% of probationary or tenured employees designated Academic Programming, unless mutually agreed upon by the parties at the Joint Committee for Management of the Agreement. Permanent changes to either limit shall be referred to the Collective Negotiating Committee for negotiation.
7. That for the purposes of establishing the percentage used in paragraph 6 above, the number of probationary or tenured employees shall be as of July 1 of the academic year in which the designation is made.
8. That Academic Programming appointments shall only be made in Departments, or non-departmentalized Colleges, that have approved Standards for Renewal of Probation, Tenure and Promotion for Assistant Professor (AP) and Associate Professor (AP).
9. That any probationary and tenured employee may seek a change in career path to or from an Academic Programming appointment.
10. That salaries for Academic Programming appointments shall correspond to the schedule of salaries for the ranks of Assistant and Associate Professor.
11. That the Collective Agreement shall apply in its entirety to Academic Programming appointments with the following modifications:
 - a. Article 13.1.1 shall be amended to include: that the academic ranks of Assistant Professor and Associate Professor may be designated as "Academic Programming (AP)."
 - b. Articles 16.4.4 (vi) and 16.5.4 shall be amended to include: Associate Professor "Academic Programming."
 - c. Articles 18.2.6.9, 18.2.6.10 and 18.2.6.12 shall not apply.
12. The following defines the process through which an employee may seek a change in career path through a designation to or from Academic Programming:
 - a. The employee may make a written request to the Vice-President Academic and Provost for a change in career path.
 - b. Upon receipt of such request the Vice-President Academic and Provost shall call a meeting of the Appointments Forum within 60 days of the request to consider the request for a change in career path.
 - c. The Appointments Forum shall review evidence provided by the employee in relation to department, or college in a non-departmentalized college, standards for the designation to which the employee is seeking a change in career path. The Provost and Vice-President Academic shall within thirty days of first consideration of the request for a change in career path, recommend to the President whether or not the employee shall be granted such a change.

- d. After a request for a change in career path has been approved by the Provost and Vice-President Academic and the Board, the President shall send a letter to the employee specifying the addition or removal of the AP designation.
- e. If the Provost and Vice-President Academic does not recommend a change in career path, the President shall inform the employee in writing giving the reasons for the negative decision along with information on the employee's right to appeal to the University Review Committee for final decision. A member or observer of the Appointments Forum (including the chair) shall withdraw from the University Review Committee for the hearing of an appeal.
- f. An employee who changed to an Academic Programming appointment will receive the Academic Programming designation and an employee changed from an Academic Programming appointment will have the designation removed.
- g. No employee shall be obliged to seek a change in career path.
- h. Changes in the duties of the employee that occur as a result of a change in career path shall be in accordance with guidelines for the assignment of duties as established in the employee's department or non-departmentalized college.
- i. The type of appointment held by an employee shall not be affected upon change in career path.

Jim Cheesman
Signing for the Association

Cheryl Carver
Signing for the Employer

Doug Chivers
Signing for the Association

Carol Rodgers
Signing for the Employer

Dated July 11, 2014

**MEMORANDUM OF AGREEMENT NO. 4
JOINT COMMITTEES**

The Employer and the Association agree to the establishment of joint committees with equal representation from both parties to carry out the following tasks:

1. Spousal Hiring. The parties share an interest in and commitment to spousal hiring to support the recruitment and retention of faculty and agree to establish a joint committee to review spousal hiring practices and develop principles that will guide decisions related to the hiring of a spouse. The joint committee shall report to the parties within one year of the signing of the Collective Agreement.
2. Intellectual Property. The parties agree to establish a joint committee to review the intellectual property provisions and make recommendations to the Collective Negotiating Committee with respect to the inclusion of any necessary language into the Collective Agreement.
3. Child and Elder Care. The parties agree that they shall immediately begin researching the feasibility of entering into a corporate membership with potential service providers as soon as possible.

The Employer agrees to provide administrative support resources to these joint committees.

The parties have executed the Agreement this 30th day of July, 2014.

Jim Cheesman
Signing for the Association

Cheryl Carver
Signing for the Employer

Eric Neufeld
Signing for the Association

Laura Sommervill
Signing for the Employer

Dated July 30, 2014

**MEMORANDUM OF AGREEMENT NO. 5
FULL-TIME ACADEMIC POSITIONS FUNDED FROM SOURCES
OTHER THAN THE UNIVERSITY OPERATING BUDGET**

1. Preamble

The University of Saskatchewan ("the Employer") and the University of Saskatchewan Faculty Association ("USFA") agree that this Memorandum of Agreement (MOA) is to govern the integration of former full-time, out-of-scope academic positions into the Collective Bargaining Agreement as a result of the Saskatchewan Labour Relations Board decision dated November 20, 2008 providing that all full-time academic employees of the University of Saskatchewan are members of the bargaining unit represented by the USFA.

The Employer agrees that when establishing academic positions funded from sources other than the University operating budget that the terms and conditions of the 2007-2009 Collective Agreement between the USFA and the Employer, as amended from time to time, shall apply in its entirety to such appointments except for the modifications noted in this MOA or as may be further agreed between the parties.

2. Modified Terms and Conditions Defined

For the purpose of interpreting this MOA, the following terms and conditions are defined:

- a) Continuing Status means the appointment of an employee to a full-time continuing position on probation or with continuing status that is supported by and dependent upon funds provided by a third party under a contract, grant or master funding agreement signed between the Employer and the third party. Such appointment shall continue subject only to the provisions relating to renewal of probation (Article 14), tenure (Article 15), resignation (Article 23), retirement (Article 24), discipline (Article 31), and notice as provided for under Section 2 b) of this MOA. Whenever the term "tenure" is used in the Collective Agreement, it shall be replaced by the words "continuing status" for those employees appointed to a fulltime continuing status position funded by a third party
- b) Notice of Termination of Continuing Status where Article 29 Does Not Apply. In the event that the third party funding agreement is terminated or the funding for the appointment is eliminated, the employee shall be given a minimum of six months written notice of termination of the appointment and an additional one month's notice for every year of service greater than six years, up to a combined maximum of 24 month's notice. At the Employer's discretion, notice may be given as working notice or salary in lieu of notice. An employee who has been given working notice may elect salary in lieu of notice. An employee working through the notice period is eligible to be considered for other faculty appointments and if recommended for appointment may transfer in accordance with the provisions of Article 28. Normally, any employee who accepts salary in lieu of notice may not hold another appointment to the University until the end of the notice period.
- c) Special Increases. Articles 17 and 18 shall apply. The awards for special increases for faculty members funded from sources other than the University operating budget will be included in the allocations specified in Article 18.2.4.2 but shall be paid from the same source of funds as their salary.
- d) Article 11, Assignment of Duties. Specific terms and conditions with respect to teaching, research or other duties that apply to a position funded from sources outside the operating budget shall be taken into account in determining the employee's assignment of duties.
- e) Article 22, Benefits. The provisions of Article 22 shall apply. Effective on the first day of the month following the date of signing of this MOA, employees currently enrolled in the 1999 Academic Pension Plan (Defined Benefit Plan) shall remain in the plan. All other eligible employees shall be enrolled in the 2000 Academic Money Purchase Pension Plan.

3. Revisions to Individual Letters of Appointment

The parties agree that individual letters of appointment will be provided to current employees in the following positions which shall describe the terms of their appointment, including academic rank and any other modifications mutually agreed to by the parties as described in Appendix A of this MOA. The USFA shall be provided with a copy of the letter of appointment.

4. Positions Funded from Non-Operating Budget Funds

Saskatchewan Ministry of Agriculture Strategic Research Programs, Departments of Soil Science, Food and Bioproduct Sciences, and Animal and Poultry Science, College of Agriculture and Bioresources; Department of Agriculture and Bioresource Engineering, College of Engineering

Types of Appointment, Article 13.3:

Employees shall be appointed on probation or with continuing status.

Sabbatical Leave, Article 20:

Article 20 applies subject to the provision that the term sabbatical leave shall be replaced by the term research leave.

Patents, Article 25:

In accordance with the provisions of the Master Funding Agreement (MFA) the proceeds resulting from the commercialization of any intellectual property will be returned to the research group and the provisions of the MFA supersede the provisions of Article 25.

Layoff & Severance, Article 29:

Article 29 does not apply. The employees shall be entitled to notice provisions described in Section 2 b) of this MOA.

AFIF Chair in Agricultural Microbiology and Microbial Bioproducts, Department of Food and Bioproduct Sciences, College of Agriculture and Bioresources.

Beef Industry Chair, Department of Animal and Poultry Science, College of Agriculture and Bioresources.

Types of Appointment, Article 13.3:

Employees shall be appointed on probation or with continuing status.

Sabbatical Leave, Article 20:

Article 20 applies subject to the provision that the term sabbatical leave shall be replaced by the term research leave.

Layoff & Severance, Article 29:

Article 29 applies.

Agri-Food Innovation Fund (AFIF) Chair in Special Crops, Department of Plant Sciences, College of Agriculture and Bioresources

Types of Appointment, Article 13.3:

Employees shall be appointed on probation or with continuing status.

Sabbatical Leave, Article 20:

Article 20 applies subject to the provision that the term sabbatical leave shall be replaced by the term research leave.

Patents, Article 25:

The ownership of any intellectual property other than copyrighted materials developed by the Chair in Special Crops shall be determined by the terms of any third party grant or contract which provided funding to carry out the research which led to the development of the intellectual property.

Layoff & Severance, Article 29:

Article 29 applies.

AFIF Specialized Livestock Chair, Department of Large Animal Clinical Sciences, WCVL.

Types of Appointment, Article 13.3:

Employees shall be appointed on probation or with continuing status.

Sabbatical Leave, Article 20:

Article 20 applies subject to the provision that the term sabbatical leave shall be replaced by the term research leave.

Layoff & Severance, Article 29:

Article 29 does not apply. The employee shall be entitled to notice provisions described in Section 2 b) of this MOA.

Barbhold Chair in Information Technology, Department of Electrical Engineering, College of Engineering.

Type of Appointment, Article 13.3:

Employees shall be appointed to a probationary position leading to tenure and shall be seeking their first tenure track appointment.

Layoff & Severance, Article 29:

Article 29 applies.

Saskatchewan Healthy Living Services Research Chair in Substance Abuse (Substance Abuse Chair), Department of Sociology, College of Arts and Science.

Centennial Chairs, School of Public Health, School of Environment and Sustainability, Johnson Shoyama Graduate School of Public Policy.

Types of Appointment, Article 13.3:

Employees shall be appointed on probation or with tenure.

Ranks and Salaries, Article 18:

The holder of the Chair may be entitled to an annual salary stipend so long as the incumbent holds the title of Chair.

Layoff & Severance, Article 29:

Article 29 applies.

Saskatchewan College of Pharmacists, College of Pharmacy and Nutrition.

Types of Appointment, Article 13.3:

Employees shall be appointed without term.

Layoff & Severance, Article 29:

Article 29 does not apply. Article 13.3.4 applies.

Cameco Research Chair in Environmental and Aqueous Geochemistry, Department of Geological Sciences, College of Arts and Science.

Types of Appointment, Article 13.3:

Employees shall be appointed on probation or with tenure.

Political Leave, Article 21.1:

Incumbents shall not be entitled to political leaves.

Layoff & Severance, Article 29:

Article 29 applies.

George J. McLeod Chair in Geology (McLeod Chair), Department of Geological Sciences, College of Arts and Science.

Types of Appointment, Article 13.3:

Employees shall be appointed for a limited term not to exceed five years.

Political Leave, Article 21.1:

Incumbents shall not be entitled to political leaves.

Hadley Van Vliet Visiting Professorship in Agricultural Economics (Van Vliet Chair), Department of Bioresource Policy, Business and Economics, College of Agriculture.

Types of Appointment, Article 13.3:

Employees shall be appointed for a limited term not to exceed five years.

Ariel F. Sallows Chair in Human Rights (Sallows Professor of Human Rights), College of Law.
Saskatchewan Law Foundation Chair, College of Law.

Types of Appointment, Article 13.3:

Employees shall be appointed for a limited term not to exceed five years.

Alberta Chair in Beef Cattle Health and Production Management, Department of Large Animal Clinical Sciences, WCVL.

Type of Appointment, Article 13.3:

Employee shall be appointed on probation or with continuing status.

Sabbatical Leave, Article 20:

Article 20 applies subject to the provision that the term sabbatical leave shall be replaced by the term research leave.

Layoff & Severance, Article 29:

Article 29 does not apply. The employee shall be entitled to notice provisions described in Section 2b) of this MOA.

5. Interpretation and Review Procedures

Employees may request a review of the application of the new terms and conditions of employment as described by this MOA within 90 days from the effective date of their appointment in-scope of the USFA, that is by January 31, 2010.

Any disputes concerning the interpretation of this MOA shall be resolved by agreement between the Employer and the USFA.

Jim Cheesman
Signing for the Association

Cheryl Carver
Signing for the Employer

Doug Chivers
Signing for the Association

Carol Rodgers
Signing for the Employer

Dated April 7, 2014

MEMORANDUM OF AGREEMENT NO.6
Unified Heads and Provincial Heads in the College of Medicine

The parties agree that the roles and responsibilities prescribed in the Collective Agreement to Department Heads will be carried out by the Unified Heads or Provincial Heads in the College of Medicine, except for Articles 17.3.3, 17.3.3.1 and 17.4.3 – College Salary Committee for Department Heads and Assistant Deans.

The parties also acknowledge that any provisions of the Collective Agreement that govern the terms and conditions of employment for Department Heads do not apply to Unified Heads or Provincial Heads.

The parties agree that when one or more members of the faculty of a Clinical Department in the College of Medicine is an employee, the search and review committees for appointment and reappointment of the Head shall include one employee from the Department. When a department has employee representation and an employee from the department is not able to participate, the co-chairs shall appoint another employee of the College.

Allison Muri
Signing for the Association

Cheryl Carver
Signing for the Employer

Doug Chivers
Signing for the Association

Martin Phillipson
Signing for the Employer

Dated June 4, 2019

MEMORANDUM OF AGREEMENT NO.7
Reduced Appointment Plan: Article 13.2.3 of the 2010-2013 Collective Agreement

This Memorandum of Agreement applies to employees who as of September 4, 2013 are participating in the Reduced Appointment Plan (RAP) according to Article 13.2.3 of the 2010-2013 Collective Agreement.

The parties agree:

1. That Employees in the RAP as of September 4, 2013 according to Article 13.2.3 of the 2010-2013 Collective Agreement shall maintain their reduced appointment according to the terms and conditions of Article 13.2.3 of the 2010-2013 Collective Agreement.
2. Employees in the RAP as of September 4, 2013 may elect to participate in the Reduced Appointment Retirement Plan (RARP) in accordance with the provisions of the new Article 24.5 which was agreed to by the parties on July 9, 2013. The employee must advise the Dean and Provost in writing of the election. Employees in the RAP as of September 4, 2013 who elect to participate in the RARP effective July 1, 2014 are permitted to provide late notification until February 28, 2014.

Jim Cheesman
University of Saskatchewan Faculty Association

November 12, 2013

Eric Neufeld
University of Saskatchewan Faculty Association

November 14, 2013

Surinder Saini
On behalf of the Chair of the Board of Governors
University of Saskatchewan

November 20, 2013

Laura Sommervill
On behalf of the Secretary to the Board of Governors
University of Saskatchewan

November 27, 2013

Tracy Thornton
On behalf of the University of Saskatchewan

November 20, 2013

MEMORANDUM OF AGREEMENT NO.8
Incentive Plan For Retirement

The University of Saskatchewan (the Employer) and the University of Saskatchewan Faculty Association (USFA) agree as follows:

1. An Incentive Plan for Retirement shall be available to a maximum of 80 employees who on October 31, 2013:
 - a. Hold continuing appointments (tenured, permanent status, continuing status, or without term); and
 - b. By June 30, 2014 will have a combined age and years of service at the University of Saskatchewan greater than or equal to 85.
2. Applications for retirement under the terms of this Incentive Plan for Retirement shall be directed to the Department Head and Dean by October 31, 2013 for retirements effective June 30, 2014.
3. Should there be more than 80 Employees who apply for the Incentive Plan for Retirement, the Employer will, by December 31, 2013, select 80 in the following manner:
 - a. The first 45 selected shall be those applicants who have the highest combined total of age and years of service;
 - b. The remaining 35 will be based on criteria ensuring alignment with the strategic complement needs of the university and academic units.
4. The USFA shall have observer status for deliberations regarding the selection of the applicants.
5. For the purposes of this Memorandum of Agreement:
 - a. Annual salary shall mean the academic component of an employee's base salary (Article 18.2), excluding supplements, as of June 30, 2014; and
 - b. Years of service shall mean the accumulated time, provided that it is continuous, in probationary, tenured, continuing status, permanent status, limited term and without term appointments, excluding absences for leaves without pay but including education leave (Article 21.6), parental leave (Article 21.7) and Disability Leave (Article 21.8).
6. Upon retirement, the Employer will pay to an employee accepted for the Incentive Plan for Retirement a retiring allowance equivalent to one-half of the employee's full-time annual salary plus \$3,750 per year of full-time service. For the purposes of calculating a retiring allowance, employees with part-time service shall have full-time annual salary adjusted in proportion to years of part-time service, and years of service adjusted to full-time years of service.
7. The retiring allowance shall be paid by annual or semi-annual installments over a period of up to five (5) years after the date of retirement. The employee must advise the Employer by May 15, 2014 of the timing of installments or the retiring allowance will be paid in five (5) annual installments commencing January 31, 2015.
8. If an employee dies after being accepted for the Incentive Plan for Retirement, the named beneficiary shall be entitled to receive the remaining retiring allowance owing in installments.
9. Articles 24.2 and 24.3.1 shall apply to employees accepted for the Incentive Plan for Retirement.
10. An employee who applies for the Incentive Plan for Retirement may revoke their application no later than December 15, 2013.
11. The Provost and Vice-President Academic has the right to defer the retirement date by one year to June 30, 2015.
12. By January 31, 2014, The Provost and Vice-President Academic shall:

- a) notify in writing each applicant that has been selected for the Incentive Plan for Retirement;
- b) notify in writing each applicant that has not been selected for the Incentive Plan for Retirement and include reasons why the applicant was not selected; and
- c) notify in writing selected applicants for whom the date of retirement will be deferred and include the reason(s) for the deferral.

The USFA shall be provided with a copy of all notifications.

- 13. Once an application has been approved, the decision may be reversed only by mutual consent of the Provost and Vice-President Academic and the applicant. The USFA shall be informed of all applications under this Incentive Plan for Retirement that have been reversed.
- 14. The requirements of Article 20.7.1 are waived for Employees who have been accepted for the Incentive Plan for Retirement and who are on a sabbatical leave during the 2013-14 academic year.
- 15. Employees who have had their 2013-14 sabbatical leave deferred and who have been accepted for the Incentive Plan for Retirement shall have the option of retiring effective July 1, 2014 or deferring retirement until their return from sabbatical leave. The requirements of Article 20.7.1 are waived for Employees who choose to complete their sabbatical leave.
- 16. Employees who are approved for a sabbatical leave during the 2014-15 academic year and who are accepted for the Incentive Plan for Retirement shall be deemed to have cancelled the sabbatical leave.
- 17. The terms of this agreement are subject to the rules and regulations of legislation governing retiring allowances and pension plans. The retiring allowance payments shall not be included as pensionable earnings for the purposes of determining an Employee's pension entitlement or pension contributions.
- 18. A grievance in the case of the Incentive Plan for Retirement shall be subject to the limitations of Article 15.17.

Jim Cheesman
Signing for the Association

Cheryl Carver
Signing for the Employer

Eric Neufeld
Signing for the Association

Carol Rodgers
Signing for the Employer

Dated July 9, 2013

INDEX FOR THE 2017-2022 COLLECTIVE AGREEMENT

NOTE: The following listing is provided only for the convenience of the reader. The index is not meant to be a comprehensive listing of all matters covered by the Collective Agreement and it should not be construed to affect the meaning of any portion of the Agreement.

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