

Collective Agreement

Between

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

And

**The Faculty Association of
Grant MacEwan University**

July 1, 2014 – June 30, 2017

INDEX

Article No	Article	Page No
ARTICLE 1.0	DURATION OF AGREEMENT	18
1.1	Duration	18
1.2	Legislation	18
ARTICLE 2.0	DEFINITIONS	18
2.1	Persons or Parties Bound by the Agreement	18
2.2	General Terminology.....	20
2.3	Consultation	20
ARTICLE 3.0	NEGOTIATIONS: PROCEDURES AND IMPASSE RESOLUTION ..	20
3.1	Collective Bargaining	20
3.2	Mediation	21
3.3	Arbitration.....	21
3.4	Preparation of the Agreement	23
3.5	Single Arbitrator	23
3.6	Time Limits.....	24
ARTICLE 4.0	DISPUTES AND GRIEVANCES	24
4.1	Categories of Faculty Grievances	24
4.2	Informal Dispute Resolution and Grievance Procedures.....	24
4.3	Board Grievances	25
4.4	Failure of the University to Process.....	25
4.5	Failure of the Association to Process	25
4.6	Grievance Time Limits	26
ARTICLE 5.0	GRIEVANCE ARBITRATION	26
5.1	Notice	26
5.2	Convening the Arbitration Board	26
5.3	Arbitration Hearing	27
5.4	Powers of the Arbitration Board	27
5.5	Expenses of Arbitration Board.....	27
5.6	Waiver of University Responsibilities	27
5.7	Grievance Arbitration Time Limits	28

ARTICLE 6.0	JOINT COMMITTEE FOR THE MANAGEMENT OF THE AGREEMENT	28
ARTICLE 7.0	BOARD/ASSOCIATION RELATIONS.....	29
7.1	Recognition	29
7.2	Release Time	29
7.3	Association Fees.....	30
7.4	Membership Information	30
ARTICLE 8.0	APPOINTMENT OF ACADEMIC STAFF	30
8.1	Composition of the Search Committee.....	30
8.2	The Search Process.....	30
8.3	Appointments	31
8.4	Effective Dates for Probationary Appointments.....	31
8.6	Transfer from Full-Time Continuing to Part-Time Continuing	32
ARTICLE 9.0	APPOINTMENT REVIEW AND PROMOTION	32
9.1	Rank and Title.....	32
9.2	Appointment Review and Promotion Committees	33
9.2.4	Establishment and Composition of Appointment Review and Promotion Committees.....	33
9.3	The University Promotion Committee.....	34
9.4	Review of Appointment Status for Academic Staff	35
9.4.1	Probationary Periods.....	35
9.4.1.1	Probation for a Continuing academic appointment with Rank and Title	35
9.4.2	Deferral of consideration for Continuing status	35
9.4.3	Appointment Review Process: Initial Probationary Period	36
9.4.4	Appointment Review Process: Continuing Status	37
9.4.5	Termination of Probationary Appointment.....	38
9.5	Promotion.....	38
9.5.6	Step One Promotion Hearings	38
9.5.7	Step Two Promotion Hearings	39
ARTICLE 10.0	CRITERIA FOR CONTINUATION OF PROBATION, CONTINUING STATUS, AND PROMOTION	40
10.1	Faculty with Academic Rank: General	40

10.1.3	Demonstrated Effectiveness in Teaching.....	41
10.1.4	Demonstrated Effectiveness in Professional Practice of Librarianship	41
10.1.5	Demonstrated Effectiveness in Professional Practice of Counselling	41
10.1.6	A Demonstrated Record of Scholarly Activity.....	42
10.1.7	A Demonstrated Record of Service.....	43
10.1.8	Member’s Dossier	43
10.1.9	Criteria for Continuation of Probation and Continuing Status	44
10.2	Professorial Ranks and Instructors	45
10.2.3	Criteria for Promotion: General	45
10.2.4	Promotion to Associate Professor.....	46
10.2.5	Promotion to Professor	46
10.3	Professional Resource Faculty.....	47
10.3.3	Criteria for Promotion: General	47
10.3.4	Promotion to Librarian II or Counsellor II.....	48
10.3.5	Promotion to Librarian III or Counsellor III.....	48
10.4	Faculty Without Academic Rank: Criteria for Continuing Status ...	49
ARTICLE 11.0	EVALUATION OF TEACHING	49
11.5	Student Course Evaluation Surveys and their Administration	50
11.7	Distribution of Information from Student Course Evaluation Surveys	51
ARTICLE 12.0	WORKLOAD ASSIGNMENT	51
12.1	Workload Assignments – General.....	51
12.2	Instructional Assignment.....	52
12.3	Workload Assignment for Professorial Ranks and Instructors	53
12.3.5	Alternative Workload Assignment	54
12.3.6	Part-Time Probationary and Continuing Members	55
12.4	Faculty Development Coordinator Workload Assignment.....	55
12.5	Faculty School Advisor Workload Assignments	55
12.6	Professional Resource Faculty Workload Assignments	56
12.6.1	Workload Distribution	56
12.6.2	Academic Unit Workload Document.....	56

12.6.2.7	Review of the workload document	58
12.6.3	Workload Assignment	58
12.7	Science Lab Supervisor Workload Assignment	59
12.8	Science Lab Instructor Workload Assignment.....	59
12.9	English as a Second Language Instructor Workload Assignment .	59
12.10	Preparation for University and College Instructor Workload Assignment	60
12.11	Workload Review Panel	60
12.12	Overload	61
12.12.5	Payment of Overload	62
12.13	External Professional Activities	62
ARTICLE 13.0	CHAIRS	62
13.1	General	62
13.2	Appointment.....	63
13.3	Reappointment.....	63
13.4	Resignation and Removal	64
13.5	Honorarium	64
13.6	Chair Workload	64
13.7	Chair Workload Appeals	64
ARTICLE 14.0	ANNUAL REPORTS AND ANNUAL PERFORMANCE EVALUATION	65
14.2	Annual Reports	65
14.3	Annual Performance Evaluation	65
14.4	Performance Evaluation Criteria	66
14.6	Review process.....	66
14.7	Performance evaluation of Chairs	67
14.8	Relationship with rank and title decisions.....	68
ARTICLE 15.0	RESIGNATIONS	68
15.1	Proper Notice	68
15.2	Failure to Give Proper Notice	68
ARTICLE 16.0	ACADEMIC REORGANIZATION	68
16.6	Program or Department Deletion	69
16.7	Program or Department Reduction	69

16.13	Recall	70
ARTICLE 17.0	REASSIGNMENT	70
17.1	Reassignment Procedures	70
17.2	Retraining.....	71
17.4	Effect on Employment Rights	71
ARTICLE 18.0	DISCIPLINE	71
18.1	General	71
18.2	Procedures for discipline.....	72
18.3	Forms of discipline	73
18.4	Restrictions on discipline.....	73
ARTICLE 19.0	SALARY.....	74
19.1	Salary Tables	74
19.2	Exceptions	74
19.3	Minimum Qualifications	74
19.4	Recognition of Relevant Experience	74
19.5	Initial Placement.....	75
19.5.1	Instructors and Professorial Ranks, Professional Resource Faculty, and the Faculty Development Coordinator	75
19.5.2	Faculty School Advisors	75
19.5.3	Science Lab Supervisors	75
19.5.4	Science Lab Instructors.....	75
19.5.5	PUC and ESL Faculty	75
19.6	Professional Designation	75
19.7	Academic Qualifications	76
19.8	Special Qualifications.....	76
19.9	Increments	77
19.10	Payments	77
19.11	Appeals on Salary Placement	78
ARTICLE 20.0	STATUTORY HOLIDAYS AND VACATION ENTITLEMENT.....	78
20.1	Statutory Holidays	78
20.2	Vacation Entitlement	79
20.3	Payment Adjustments	79
20.4	Vacation Carry-over	80

20.5	Vacation Call-back	80
ARTICLE 21.0	LEAVES OF ABSENCE: SICK LEAVE	80
21.1	Definitions	80
21.2	Continuing and Probationary Members.....	80
21.3	Nurse Educators and Full-Time Limited-Term Members.....	82
21.4	Payment in Lieu	82
21.5	Additional Sick Leave.....	82
21.6	Notice of Return after Leave	82
ARTICLE 22.0	LEAVES OF ABSENCE: PARENTAL LEAVE.....	83
22.2	Notice of Leave	83
22.2.3	Notice of Return from Leave	83
22.2.4	Benefits While on Maternity Leave.....	83
22.3	Adoption Leave	83
22.4	Paternity Leave	83
ARTICLE 23.0	OTHER LEAVES OF ABSENCE	84
23.1	Professional Service Leave.....	84
23.2	Court Appearance Leave	84
23.3	Leave to seek Provincial or Federal Election	84
23.4	Compassionate Care Leave.....	84
23.5	Bereavement Leave	85
23.6	Other Leave without Pay.....	85
23.7	Notice of Return after Leave	85
ARTICLE 24.0	BENEFITS FOR THOSE ON LEAVE.....	86
ARTICLE 25.0	BENEFITS	86
25.1	Benefit Plans.....	86
ARTICLE 26.0	FACULTY PROFESSIONAL DEVELOPMENT	86
26.1	Application of Faculty Development Policy	86
26.2	Faculty Professional Development Funding.....	86
ARTICLE 27.0	CONTRACTUALLY-LIMITED APPOINTMENTS	87
27.2	Full-Time Limited-Term Appointments	87
27.2.4	Dismissal.....	87
27.2.5	Workload Assignment	87

27.2.6	Salary	87
27.2.7	Increments	87
27.2.8	Vacation Entitlement	87
27.2.9	Benefits	88
27.3	Sessional and Sessional-Extended Appointments	88
27.3.1	Sessional Appointments.....	88
27.3.2	Sessional-Extended Appointments	88
27.3.3	Transfer of Sessional to Sessional-Extended Appointments.....	89
27.3.4	Renewal of Sessional-Extended Appointments	89
27.3.5	Workload.....	90
27.3.6	Salary.....	90
27.3.7	Initial Placement.....	91
27.3.8	Increments	91
27.3.9	Vacation entitlement.....	91
27.3.10	Benefits	92
27.4	Nurse Educator Appointments	92
27.4.5	Workload.....	93
27.4.6	Salary	93
27.4.7	Increments	93
27.4.8	Vacation Entitlement	94
27.4.9	Benefits	94
ARTICLE 28.0	TRAVEL	94
ARTICLE 29.0	ACADEMIC FREEDOM	94
ARTICLE 30.0	NON-HARASSMENT	94
APPENDIX I:	Supplemental Employment Insurance Benefit.....	95
APPENDIX II:	Health Benefit Stipend	100
Letter of Understanding re:	Appointment Review: Probationary Faculty	101
Letter of Understanding re:	Rank and Title Process in the Collective Agreement	102
Letter of Understanding re:	Faculty Development Coordinator	104
Letter of Understanding re:	Annual Report Timeline & Deadline, and Annual Performance Evaluation.....	105
Letter of Understanding re:	Lecturer Position Conversion.....	106
Letter of Understanding re:	Intellectual Property	107

Letter of Understanding re: Academic Freedom.....	109
Letter of Understanding re: Description of Faculty Appointment Categories in Policy.	111
Letter of Understanding re: Transition of Current Continuing, Probationary and Full-Time Limited-Term Faculty Members to the New Salary Grid.....	112
Letter of Understanding re: New Salary Schedule for Sessional Instructional and Professional Resource Faculty.....	113
Letter of Understanding re: Early Retirement Bridge Program	114
Letter of Understanding re: Payment in Lieu of Benefits to Faculty Over the Age of 65	118
Letter of Understanding re: Workload Assignment.....	119
Annual Salary Schedules	120
Instructors, Professorial Ranks, Professional Resource Faculty & Faculty Development Coordinator	120
Faculty School Advisors (IAs).....	123
Full-Time Science Lab Instructor	126
Full-Time Science Lab Supervisor.....	128
Nurse Educator.....	129
Full-Time Lecturer	130
Prep for University & College (PUC) and English as a Second Language (ESL) Instructors	131
Hourly Salary Schedules	134
Instructional Academic Staff	134
Professional Resource Faculty	135
Faculty School Advisors (IAs).....	136
Science Lab Instructor.....	139
Prep for University & College (PUC) and English as a Second Language (ESL) Instructors	140

ALPHABETICAL TABLE OF CONTENTS

Article No	Article	Page No
10.1.6	A Demonstrated Record of Scholarly Activity	42
10.1.7	A Demonstrated Record of Service	43
ARTICLE 29.0	ACADEMIC FREEDOM.....	94
19.7	Academic Qualifications	76
ARTICLE 16.0	ACADEMIC REORGANIZATION	68
12.6.2	Academic Unit Workload Document	56
21.5	Additional Sick Leave	82
22.3	Adoption Leave	83
12.3.5	Alternative Workload Assignment.....	54
14.3	Annual Performance Evaluation	65
14.2	Annual Reports.....	65
ARTICLE 14.0	ANNUAL REPORTS AND ANNUAL PERFORMANCE EVALUATION.....	65
19.11	Appeals on Salary Placement	78
26.1	Application of Faculty Development Policy.....	86
13.2	Appointment	63
ARTICLE 8.0	APPOINTMENT OF ACADEMIC STAFF	30
ARTICLE 9.0	APPOINTMENT REVIEW AND PROMOTION.....	32
9.2	Appointment Review and Promotion Committees	33
9.4.4	Appointment Review Process: Continuing Status	37
9.4.3	Appointment Review Process: Initial Probationary Period.....	36
8.3	Appointments	31
3.3	Arbitration	21
5.3	Arbitration Hearing.....	26
7.3	Association Fees	29
25.1	Benefit Plans	86
ARTICLE 25.0	BENEFITS.....	86
27.2.9	Benefits	88
27.3.10	Benefits	92
27.4.9	Benefits	94
ARTICLE 24.0	BENEFITS FOR THOSE ON LEAVE	86

22.2.4	Benefits While on Maternity Leave	83
23.5	Bereavement Leave	85
4.3	Board Grievances.....	25
ARTICLE 7.0	BOARD/ASSOCIATION RELATIONS	29
4.1	Categories of Faculty Grievances	24
13.6	Chair Workload.....	64
13.7	Chair Workload Appeals.....	64
ARTICLE 13.0	CHAIRS.....	62
3.1	Collective Bargaining.....	20
23.4	Compassionate Care Leave	84
8.1	Composition of the Search Committee	30
2.3	Consultation	20
21.2	Continuing and Probationary Members	80
ARTICLE 27.0	CONTRACTUALLY-LIMITED APPOINTMENTS.....	87
5.2	Convening the Arbitration Board	26
23.2	Court Appearance Leave.....	84
10.1.9	Criteria for Continuation of Probation and Continuing Status	44
ARTICLE 10.0	CRITERIA FOR CONTINUATION OF PROBATION, CONTINUING STATUS, AND PROMOTION.....	40
10.2.3	Criteria for Promotion: General.....	45
10.3.3	Criteria for Promotion: General.....	47
9.4.2	Deferral of consideration for Continuing status.....	35
ARTICLE 2.0	DEFINITIONS.....	18
21.1	Definitions.....	80
10.1.5	Demonstrated Effectiveness in Professional Practice of Counselling .	41
10.1.4	Demonstrated Effectiveness in Professional Practice of Librarianship	41
10.1.3	Demonstrated Effectiveness in Teaching	41
ARTICLE 18.0	DISCIPLINE	71
27.2.4	Dismissal	87
ARTICLE 4.0	DISPUTES AND GRIEVANCES.....	24
11.7	Distribution of Information from Student Course Evaluation Surveys .	51
1.1	Duration.....	18
ARTICLE 1.0	DURATION OF AGREEMENT	18

17.4	Effect on Employment Rights	71
8.4	Effective Dates for Probationary Appointments	31
12.9	English as a Second Language Instructor Workload Assignment	59
9.2.4	Establishment and Composition of Appointment Review and Promotion Committees	33
ARTICLE 11.0	EVALUATION OF TEACHING	49
19.2	Exceptions.....	74
5.5	Expenses of Arbitration Board	27
12.13	External Professional Activities	62
12.4	Faculty Development Coordinator Workload Assignment	55
ARTICLE 26.0	FACULTY PROFESSIONAL DEVELOPMENT	86
26.2	Faculty Professional Development Funding	86
12.5	Faculty School Advisor Workload Assignments	55
19.5.2	Faculty School Advisors	75
10.1	Faculty with Academic Rank: General.....	40
10.4	Faculty Without Academic Rank: Criteria for Continuing Status.....	49
4.5	Failure of the Association to Process	25
4.4	Failure of the University to Process	25
15.2	Failure to Give Proper Notice	68
18.3	Forms of discipline.....	73
27.2	Full-Time Limited-Term Appointments.....	87
13.1	General.....	62
18.1	General.....	71
2.2	General Terminology	20
ARTICLE 5.0	GRIEVANCE ARBITRATION	26
5.7	Grievance Arbitration Time Limits.....	27
4.6	Grievance Time Limits.....	26
13.5	Honorarium.....	64
19.9	Increments.....	77
27.2.7	Increments.....	87
27.3.8	Increments.....	91
27.4.7	Increments.....	93
4.2	Informal Dispute Resolution and Grievance Procedures	24

19.5	Initial Placement	75
27.3.7	Initial Placement	91
12.2	Instructional Assignment	52
19.5.1	Instructors and Professorial Ranks, Professional Resource Faculty, and the Faculty Development Coordinator	75
ARTICLE 6.0	JOINT COMMITTEE FOR THE MANAGEMENT OF THE AGREEMENT	28
23.3	Leave to seek Provincial or Federal Election.....	84
ARTICLE 22.0	LEAVES OF ABSENCE: PARENTAL LEAVE	83
ARTICLE 21.0	LEAVES OF ABSENCE: SICK LEAVE.....	80
1.2	Legislation	18
3.2	Mediation.....	21
10.1.8	Member's Dossier.....	43
7.4	Membership Information.....	30
19.3	Minimum Qualifications	74
ARTICLE 3.0	NEGOTIATIONS: PROCEDURES AND IMPASSE RESOLUTION....	20
ARTICLE 30.0	NON-HARASSMENT	94
5.1	Notice	26
22.2	Notice of Leave	83
21.6	Notice of Return after Leave.....	82
23.7	Notice of Return after Leave.....	85
22.2.3	Notice of Return from Leave.....	83
27.4	Nurse Educator Appointments.....	92
21.3	Nurse Educators and Full-Time Limited-Term Members	82
23.6	Other Leave without Pay	85
ARTICLE 23.0	OTHER LEAVES OF ABSENCE	84
12.12	Overload.....	61
12.3.6	Part-Time Probationary and Continuing Members	55
22.4	Paternity Leave	83
20.3	Payment Adjustments.....	79
21.4	Payment in Lieu.....	82
12.12.5	Payment of Overload.....	62
19.10	Payments	77

14.4	Performance Evaluation Criteria.....	66
14.7	Performance Evaluation of Chairs.....	67
2.1	Persons or Parties Bound by the Agreement	18
5.4	Powers of the Arbitration Board.....	27
12.10	Preparation for University and College Instructor Workload Assignment.....	60
3.4	Preparation of the Agreement	23
9.4.1.1	Probation for a Continuing academic appointment with Rank and Title.....	35
9.4.1	Probationary Periods.....	35
18.2	Procedures for discipline	72
19.6	Professional Designation.....	75
10.3	Professional Resource Faculty.....	47
12.6	Professional Resource Faculty Workload Assignments	56
23.1	Professional Service Leave	84
10.2	Professorial Ranks and Instructors.....	45
16.6	Program or Department Deletion.....	69
16.7	Program or Department Reduction.....	69
9.5	Promotion	38
10.2.4	Promotion to Associate Professor	46
10.3.4	Promotion to Librarian II or Counsellor II.....	48
10.3.5	Promotion to Librarian III or Counsellor III	48
10.2.5	Promotion to Professor.....	46
15.1	Proper Notice	68
19.5.5	PUC and ESL Faculty.....	75
9.1	Rank and Title	32
13.3	Reappointment	63
ARTICLE 17.0	REASSIGNMENT.....	70
17.1	Reassignment Procedures	70
16.13	Recall	70
7.1	Recognition	29
19.4	Recognition of Relevant Experience.....	74
14.8	Relationship with rank and title decisions	68

7.2	Release Time	29
27.3.4	Renewal of Sessional-Extended Appointments.....	89
13.4	Resignation and Removal	64
ARTICLE 15.0	RESIGNATIONS	68
18.4	Restrictions on discipline	73
17.2	Retraining	71
9.4	Review of Appointment Status for Academic Staff	35
12.6.2.7	Review of the workload document.....	58
14.6	Review process	66
ARTICLE 19.0	SALARY	74
27.2.6	Salary	87
27.3.6	Salary	90
27.4.6	Salary	93
19.1	Salary Tables	74
12.8	Science Lab Instructor Workload Assignment.....	59
19.5.4	Science Lab Instructors.....	75
12.7	Science Lab Supervisor Workload Assignment.....	59
19.5.3	Science Lab Supervisors.....	75
27.3	Sessional and Sessional-Extended Appointments	88
27.3.1	Sessional Appointments.....	88
27.3.2	Sessional-Extended Appointments.....	88
3.5	Single Arbitrator.....	23
19.8	Special Qualifications	76
20.1	Statutory Holidays	78
ARTICLE 20.0	STATUTORY HOLIDAYS AND VACATION ENTITLEMENT	78
9.5.6	Step One Promotion Hearings.....	38
9.5.7	Step Two Promotion Hearings.....	39
11.5	Student Course Evaluation Surveys and their Administration	50
9.4.5	Termination of Probationary Appointment	38
8.2	The Search Process	30
9.3	The University Promotion Committee	34
3.6	Time Limits	23
8.6	Transfer from Full-Time Continuing to Part-Time Continuing.....	32

27.3.3	Transfer of Sessional to Sessional-Extended Appointments	89
ARTICLE 28.0	TRAVEL	94
20.5	Vacation Call-back.....	80
20.4	Vacation Carry-over.....	80
20.2	Vacation Entitlement.....	79
27.2.8	Vacation Entitlement.....	87
27.3.9	Vacation entitlement.....	91
27.4.8	Vacation Entitlement.....	94
5.6	Waiver of University Responsibilities.....	27
27.3.5	Workload	90
27.4.5	Workload	93
ARTICLE 12.0	WORKLOAD ASSIGNMENT	51
12.6.3	Workload Assignment.....	58
27.2.5	Workload Assignment.....	87
12.3	Workload Assignment for Professorial Ranks and Instructors.....	53
12.1	Workload Assignments – General	51
12.6.1	Workload Distribution	56
12.11	Workload Review Panel	60
APPENDIX I –	Supplemental Employment Insurance Benefit Plan	95
APPENDIX II –	Health Benefit Stipend.....	100
Letter of Understanding re:	Appointment Review: Probationary Faculty	101
Letter of Understanding re:	Rank and Title Process in the Collective Agreement	102
Letter of Understanding re:	Faculty Development Coordinator	104
Letter of Understanding re:	Annual Report Timeline & Deadline, and Annual Performance Evaluation	105
Letter of Understanding re:	Lecturer Position Conversion.....	106
Letter of Understanding re:	Intellectual Property	107
Letter of Understanding re:	Academic Freedom.....	109
Letter of Understanding re:	Description of Faculty Appointment Categories in Policy.	111
Letter of Understanding re:	Transition of Current Continuing, Probationary and Full-Time Limited-Term Faculty Members to the New Salary Grid.....	112
Letter of Understanding re:	New Salary Schedule for Sessional Instructional and Professional Resource Faculty.....	113

Letter of Understanding re: Early Retirement Bridge Program	114
Letter of Understanding re: Payment in Lieu of Benefits to Faculty Over the Age of 65	118
Letter of Understanding re: Workload Assignment.....	119
Annual Salary Schedules	120
Instructors, Professorial Ranks, Professional Resource Faculty & Faculty Development Coordinator.....	120
Faculty School Advisors (IAs)	123
Full-Time Science Lab Instructor.....	126
Full-Time Science Lab Supervisor	128
Nurse Educator	129
Full-Time Lecturer	130
Prep for University & College (PUC) and English as a Second Language (ESL) Instructors.....	131
Hourly Salary Schedules	134
Instructional Academic Staff.....	134
Professional Resource Faculty.....	135
Faculty School Advisors (IAs)	136
Science Lab Instructor.....	139
Prep for University & College (PUC) and English as a Second Language Instructors	140

INTRODUCTION

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

BETWEEN

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

AND

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

ARTICLE 1.0 DURATION OF AGREEMENT

1.1 Duration

- 1.1.1 This Collective Agreement will be in full force and effect from the date this Agreement is ratified until and including June 30, 2017.
- 1.1.2 Such altered agreement will be made effective on the date of ratification unless specifically agreed otherwise.

1.2 Legislation

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

ARTICLE 2.0 DEFINITIONS

2.0 The following definitions refer to terms included in the Agreement:

2.1 Persons or Parties Bound by the Agreement

- 2.1.1 "Academic Unit" refers to a department, program, or equivalent entity.

- 2.1.2 "Administrator" for the purposes of this Agreement, refers to a position so designated by the University not covered by the provisions of this Agreement, and will not include Chairs.
- 2.1.3 "Association" designates the Faculty Association of Grant MacEwan University.
- 2.1.4 "Board" designates the Board of Governors of Grant MacEwan University.
- 2.1.5 "University" designates Grant MacEwan University.
- 2.1.6 "University President" designates the President of Grant MacEwan University and "Provost" designates Provost and Vice-President Academic.
- 2.1.7 "Dean", "Associate Dean", "Director" or "Executive Director" designates the administrative officers of an Academic Unit within whose jurisdiction there are employees who are subject to the terms and conditions of this Agreement. Whenever "Dean" appears in this Agreement, "Associate Dean", "Director" or "Executive Director" will also apply.
- 2.1.8 "Executive Officer" refers to members of the University Executive Committee who have faculty reporting to them.
- 2.1.9 "Member" refers to any person who is employed by the University as an academic staff pursuant to the Post-secondary Learning Act of Alberta, and for the duration of this Agreement includes at least the following:
- 2.1.9.1 Instructors and Professorial Ranks
 - 2.1.9.2 Faculty School Advisors. Whenever Faculty School Advisor appears in this agreement it will also include those employees hired and still employed under the Instructional Assistant title.
 - 2.1.9.3 Professional Resource Faculty Members (Counsellors, Librarians, Nursing Laboratory Resource Professional, Writing and Learning Consultants, and Learning Specialists).
 - 2.1.9.4 Faculty Development Coordinator
 - 2.1.9.5 Science Lab Supervisors
 - 2.1.9.6 Science Lab Instructors
 - 2.1.9.7 English as a Second Language Instructors
 - 2.1.9.8 Preparation for University and College Instructors
- 2.1.10 "Continuing Member" means a Member whose appointment is continuous from year to year, subject to the right of an Executive Officer to dismiss in accordance with Article 18.0 (Discipline) or subject to the provisions of Article 16.0 (Academic Reorganization).
- 2.1.11 "Probationary Member" means a Member on probation who, upon satisfactory completion of the probationary period, will become a Continuing Member.

2.1.12 “Contractually-Limited Member” means a Member whose appointment is for a fixed period. This includes the categories of Sessional, Sessional-Extended, Full-time Limited-Term, and Nurse Educator.

2.2 General Terminology

2.2.1 “Academic Year” refers to a period from September 1 to August 31 of the following calendar year.

2.2.2 “Term” refers to one of three periods of instruction into which the University's Academic Year is divided, namely:

(a) Fall term, normally September through December;

(b) Winter term, normally January through April;

(c) Spring/Summer term, normally May through August.

2.2.3 A “working day” is a day during which normal University operations occur, and does not include Saturday, Sunday, Statutory Holidays or other Holidays declared by the University from time to time.

2.2.4 “Instructional Hour” (refer to Article 12.2.1).

2.2.5 If the context requires, the singular means or includes the plural, and vice versa.

2.3 Consultation

2.3.1 Where consultation is required by this agreement, such consultation will be deemed to have occurred after the following actions have been taken:

2.3.1.1 The Administrator will advise the affected Member of the issue involved, and

2.3.1.2 The Administrator will hear and discuss the concerns of the Member prior to reaching a decision or making a recommendation on the matter, and

2.3.1.3 The Member will be notified of the Administrator's decision or recommendation without undue delay. Such notification will be given to the Member in writing, if the Member so requests.

2.4 Except where this agreement states otherwise, a motion passes where a majority of Members present and eligible to vote support it.

ARTICLE 3.0 NEGOTIATIONS: PROCEDURES AND IMPASSE RESOLUTION

3.0 The re-negotiation of this Collective Agreement will be effected as follows:

3.1 Collective Bargaining

3.1.1 The Board and the Association will exchange written bargaining proposals on or before February 1, 2017, with respect to the said re-negotiation.

3.1.2 Promptly thereafter, the parties will meet and in good faith endeavour to resolve all differences between them with respect to those bargaining proposals. Such proposals may be in the form of a request to open discussion on specific issue.

3.2 Mediation

- 3.2.1 If by May 31, 2017 the Association and the Board have been unable to agree upon the terms of a new Agreement, either party may request mediation and if the other party agrees, ask the Director of Mediation Services of the Province of Alberta to appoint a person to act as a mediator ("Mediator").
- 3.2.2 No person will be appointed as a Mediator who:
- (a) is directly affected by the dispute, or
 - (b) has been involved in an attempt to negotiate or settle the dispute, or
 - (c) is not a resident of Alberta.
- 3.2.3 Upon the appointment of a Mediator, the Director of Mediation Services will notify the Board and Association accordingly.
- 3.2.4 In the event a Mediator is appointed, the parties will promptly meet with the Mediator in an attempt to resolve any outstanding differences.
- 3.2.5 A Mediator will, upon appointment, in any manner that he or she thinks fit, inquire into the dispute and endeavour to effect a settlement.
- 3.2.6 The Mediator will make a report and such report (the "Report") will recommend the terms of settlement to the parties.
- 3.2.7 Within ten working days of receiving the Report, the Board and the Association will accept or reject the Report.
- 3.2.8 If both parties accept the Report, they will promptly conclude negotiations and execute an agreement pursuant to the Report.
- 3.2.9 If either party rejects the Report, or if mediation is not agreed upon, either party may initiate binding arbitration pursuant to Article 3.3 by giving written notice of its desire to proceed to binding arbitration to the other party and setting out therein the items remaining in dispute.
- 3.2.10 The parties will bear equally the expenses of the mediation process.

3.3 Arbitration

- 3.3.1 Each party, within ten working days of the dispute being referred to binding arbitration pursuant to Article 3.2.9, will appoint a person to act as a member of the arbitration board, and will forthwith notify the other party of such appointment.
- 3.3.2 The two persons appointed to act as members of an arbitration board will attempt to mutually agree upon a third person to act as Chair of the arbitration board within ten working days of the date the second person is appointed.
- 3.3.3 No person will be appointed to an arbitration board who:
- (a) is directly affected by the dispute, or
 - (b) has been involved in an attempt to negotiate or settle the dispute, or

- (c) has not resided in the Province of Alberta for one year immediately preceding the date of the appointment.
- 3.3.4 The arbitration board has the power to determine its own procedure but will give full opportunity to the Board and the Association to be heard, and without limiting the generality of the foregoing, the arbitration board may:
- (a) receive as evidence the Report referred to in Article 3.2.6, and
 - (b) receive as evidence the current status and amount of the grants and assistance provided to the University by the Minister of Alberta Learning and the cost of living increases existing in the Edmonton area for the 12 months preceding the contract negotiations, but the arbitration board will not be bound by the said information or any rules relating to same.
- 3.3.5 If without reasonable cause shown, either party to the proceedings before the arbitration board fails to attend or be represented, the arbitration board may proceed as if the party had duly attended or been represented.
- 3.3.6 If the Board or the Association fails to appoint a person as a member of an arbitration board, the Chair of the Labour Relations Board may, at the request of either party, appoint a person to act as a member on its or their behalf.
- 3.3.7 When the two persons appointed as members of an arbitration board fail to appoint a person to act as Chair, the Chair of the Labour Relations Board will, at the request of either party, appoint a person to act as Chair of the arbitration board.
- 3.3.8 Where a vacancy occurs in the membership of an arbitration board, it will be filled in the same manner as provided for in the original appointment of the member or Chair.
- 3.3.9 Where an arbitration board is established, each party will forthwith deliver a statement in writing to the Chair stating the items which remain in dispute.
- 3.3.10 The arbitration board will conduct its inquiry, make an award, and in its award deal with each arbitral item in dispute.
- 3.3.11 An arbitration award may be retroactive in whole or in part.
- 3.3.12 The arbitration board's award will be signed by such members as concur therein and will be transmitted in writing to the Association and the Board as soon as possible.
- 3.3.13 An award of an arbitration board is binding upon the Association and on every Member on whose behalf it was bargained collectively and upon the Board. The Board and the Association will forthwith give effect to it.
- 3.3.14 The terms of the awards relating to, entering into, renewing or revising a collective agreement will be included in a collective agreement and promptly executed by the parties.

- 3.3.15 A decision of the majority of the members of an arbitration board is the decision of the arbitration board, but if there is no majority, the decision of the Chair governs and the decision will be deemed to be the award of the arbitration board.
- 3.3.16 Each party to the dispute will bear the expense of its representative appointed to the arbitration board and the two parties will share equally the expense of the Chair of the arbitration board.

3.4 Preparation of the Agreement

- 3.4.1 If either the Board or the Association refuses to participate in the preparation of a collective agreement in accordance with Article 3.3.14 of this procedure for dispute settlement, the other party may prepare the collective agreement giving effect to:
- (a) the awards of the arbitration board, and
 - (b) such other matters as are agreed to by the parties, and will submit the agreement to the arbitration board to certify in each case that the agreement accurately incorporates the awards of the arbitration board.
- 3.4.2 When an arbitration board receives a collective agreement pursuant to Article 3.4.1 and it is satisfied that it gives effect to its award, the arbitration board will certify the collective agreement as accurately incorporating its award.
- 3.4.3 Upon certification by the arbitration board pursuant to Article 3.4.2, the Board and the Association will sign the collective agreement.
- 3.4.4 If, at the expiration of ten working days after the date of certification by the arbitration board, neither party to the agreement has signed it, or one party to the agreement has signed it, the collective agreement thereupon becomes a collective agreement between the parties as if they had both signed it and is effective from the date or dates specified in the agreement or if there are no dates, from the date or dates specified by the arbitration board.
- 3.4.5 A collective agreement referred to in Article 3.4.4 is binding upon the Association and every Member on whose behalf it was bargained collectively, and the Board.

3.5 Single Arbitrator

- 3.5.1 Where the Board and the Association agree that a single arbitrator is appropriate, then they may establish an individual as an arbitration board in accordance with this dispute settlement procedure.
- 3.5.2 A single arbitrator will be appointed in the same manner and will have the same powers and be subject to the same limitations as a three member arbitration board referred to in this procedure.

3.6 Time Limits

Notwithstanding the time limits referred to in this Article, any of them may be extended at any time upon the mutual written agreement of the parties to this Agreement. For the purposes of this Clause, the time limits may be extended by;

- 3.6.1 the University President or designate, on behalf of the Board, together with
- 3.6.2 the President of the Faculty Association on behalf of the Association.

ARTICLE 4.0 DISPUTES AND GRIEVANCES

4.1 Categories of Faculty Grievances

If any difference concerning the interpretation, application, operation, or alleged violation of this Agreement, or any question as to whether any difference is arbitrable, arises between the parties or the persons bound by this Collective Agreement, such difference will be deemed a grievance. The four different types of faculty grievances are defined as follows:

- 4.1.1 Individual Member grievance – grievance relating to an individual employee.
- 4.1.2 Group grievance – grievance relating to a group of employees similarly affected by the employer's action.
- 4.1.3 Association grievance – sometimes used interchangeably with policy grievance, but also referring specifically to a grievance directly affecting the Association.
- 4.1.4 Policy grievance – grievance by the Association which may involve a matter of general policy or of general application of the Collective Agreement.

4.2 Informal Dispute Resolution and Grievance Procedures

4.2.1 Informal Dispute Resolution

- 4.2.1.1 To promote the earliest possible resolution of disputes arising out of this collective agreement, issues should be brought forward for discussion within ten days with the appropriate parties with the intent of informal dispute resolution.
- 4.2.1.2 Informal dispute resolution is not mandatory.
- 4.2.1.3 Matters of discipline will not be subject to informal dispute resolution.
- 4.2.1.4 Informal Dispute Resolution and Step 1 will not apply to Group, Association or Policy grievances. Group, Association or Policy grievances will be initiated at Step 2.

4.2.2 Step 1 Grievance

- 4.2.2.1 Within 30 working days of the difference arising, regardless of the cause or source of the difference, if an informal dispute resolution has not been reached, the Member will submit the complaint to the Association. If the Association decides to proceed with a grievance, they will file the grievance in writing with the appropriate Dean, with a copy to Human

Resources and the Member, outlining the nature of the difference and the resolution sought.

- 4.2.2.2 In matters to be grieved arising from the discipline of a Member, a grievance will be filed at Step 1 within ten working days of receipt of the discipline.
- 4.2.2.3 Within ten working days of the receipt of the grievance, the Member, the Dean and one representative from each of Human Resources and the Association will meet and attempt to resolve the difference. This step will not continue beyond ten working days from the date of the first grievance meeting.
- 4.2.2.4 An Association representative will accompany the Member through all steps of the grievance procedure.

4.2.3 Step 2 Grievance

- 4.2.3.1 Within ten working days of the expiration of Step 1, the Association may file the grievance in writing with the appropriate Executive Officer.
- 4.2.3.2 Within ten working days of the grievance being filed at Step 2, the Member, the appropriate Executive Officer, and one representative from each of Human Resources and the Association and will meet and attempt to resolve the difference. This step will not continue beyond ten working days from the date of the first meeting.
- 4.2.3.3 When the resolution of the grievance is not accomplished with the expiration of Step 2, the Association may elect to resolve the dispute through grievance arbitration, as set forth in Article 5.0 (Grievance Arbitration).

4.3 **Board Grievances**

- 4.3.1 Grievances by the Board will be filed with the President of the Association within 30 working days of the difference arising. If the grievance is not settled within 30 working days of the grievance being filed, the Board may refer the difference to grievance arbitration as set forth in Article 5.0 (Grievance Arbitration).

4.4 **Failure of the University to Process**

- 4.4.1 When there is a failure by the University to meet the time limits set out in Article 4.2 (Informal Dispute Resolution and Grievance Procedures), then, upon expiry of such time limits, the Association may advance the grievance to the next step.

4.5 **Failure of the Association to Process**

- 4.5.1 When there is a failure by the Association to file or advance the grievance within the time limits set out in Article 4.2 (Informal Dispute Resolution and Grievance Procedures), the grievance will be deemed abandoned.

4.5.2 When there is a failure by the Association to respond to a Board grievance within the time limits set out in Article 4.3 (Board Grievances), the Board may elect to advance the grievance to arbitration as outlined in Article 5.0 (Grievance Arbitration).

4.6 Grievance Time Limits

4.6.1 The time limits in this Article may be extended by the mutual consent of the parties to the grievance. For purposes of this sub-clause, the time limits may be extended:

4.6.1.1 On behalf of the University, by the Dean or Executive Officer, as applicable to the step of the grievance procedure in question, and on behalf of the Association by the President.

4.6.1.2 Requests for extensions will not be unreasonably denied by either party.

ARTICLE 5.0 GRIEVANCE ARBITRATION

5.0 Provided that the Association has complied with the terms of Article 4.0 (Disputes and Grievances), the Association may elect to advance the grievance to arbitration according to the terms of this Article.

5.1 Notice

5.1.1 Within ten working days of the expiry of the time limits set forth in Article 4.2 (Informal Dispute Resolution and Grievance Procedures) or Article 4.3 (Board Grievances), the grieving party will notify the other party to the grievance, in writing, of its desire to submit the grievance to arbitration.

5.1.2 Such notice will contain a statement outlining the nature of the grievance and the redress sought, and will name the first party's nominee to the arbitration board.

5.2 Convening the Arbitration Board

5.2.1 The recipient of the notice will, within ten working days of receipt of such notice, inform the other party of the name of its nominee to the arbitration board.

5.2.2 The two nominees so selected will, within ten working days of the appointment of the second of them, appoint a mutually acceptable third person who will be the Chair.

5.2.3 If either of the parties to the grievance fails to name its nominee to the arbitration board within the time limits herein provided, such appointment will be made by the Minister of Human Services upon the application of the other party, giving three working days' notice of such application.

5.2.4 Similarly, if the two nominees fail to agree upon a Chair, the appointment will be made by the Minister of Human Services, upon application by either party upon three working days' notice to the other.

5.3 Arbitration Hearing

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

5.4 Powers of the Arbitration Board

- 5.4.1 The arbitration board has the authority to:
 - (a) allow for clerical errors or clerical omissions in the framing of the grievance;
 - (b) request the attendance of any witness it deems necessary;
 - (c) keep a record of the proceedings;
 - (d) request access to any documents or other materials relating to the dispute;
 - (e) correct any typographical error or omission in the Agreement or any previous award.
- 5.4.2 The arbitration board, by its decision, will not alter, amend, or change the terms of this Agreement nor will it render any decision inconsistent with the terms of the Agreement.
- 5.4.3 Where in ruling on a grievance, an arbitration board determines that this Agreement has been violated but finds no redress specified in the Agreement, the board will determine a fair and adequate remedy.
- 5.4.4 Notwithstanding any other provision of this Agreement, and provided that the arbitration board determines that no substantial wrong or substantial prejudice has occurred, a grievance will not, at any stage in the process, be defeated because of any defect in form or because of a failure to adhere to timelines.

5.5 Expenses of Arbitration Board

- 5.5.1 Each party to the difference will bear the expense of its respective nominee to the arbitration board and the two parties will bear equally the expenses of the Chair.

5.6 Waiver of University Responsibilities

- 5.6.1 The Member and all necessary witnesses will have their University responsibilities waived during the period of time they are required to attend grievance arbitration hearings.

5.7 Grievance Arbitration Time Limits

- 5.7.1 Notwithstanding the time limits referred to in this Article, any of them may be extended at any time upon the mutual written agreement of the parties to the grievance. For the purposes of this sub-clause, the time limits may be extended by;
- 5.7.1.1 the Executive Officer, on behalf of the University; and
- 5.7.1.2 in the case of an Association grievance, or an individual grievance carried by the Association on a Member's behalf, the Association President on behalf of the Association or the Member.

ARTICLE 6.0 JOINT COMMITTEE FOR THE MANAGEMENT OF THE AGREEMENT

- 6.1 Within 14 days of this Agreement coming into effect the University and the Association will form a Joint Committee for the Management of the Agreement. The Committee will exist for the entire duration of this agreement.
- 6.2 The Committee will be composed of three representatives each of the University and of the Association. Each party will appoint its representatives, and inform the other in writing of the names of or changes to its representatives.
- 6.3 The Committee may use the services of such consultants and resource people as they see fit and such persons may be invited to attend committee meetings.
- 6.4 The objectives of the Committee will be:
- (a) to review matters of concern, especially those arising from the management or interpretation of the Agreement;
 - (b) to reach consensus, where possible, on those issues that are specifically placed before it by the terms of this Agreement;
 - (c) to facilitate good communication and develop a spirit of co-operation and mutual respect between the parties;
 - (d) to serve as a forum for the exchange of information, and function in an advisory capacity to the University and the Association.
- 6.5 The Committee will not limit access to grievance, nor the rights of Members to grieve as set out in this Agreement; however, the Committee will not hear matters that have been formally grieved or submitted to grievance arbitration.
- 6.6 The Committee is not a substitute for negotiations and will have no power to approve amendments to the Collective Agreement, but may recommend:
- (a) changes to the procedures for the application of the Collective Agreement;
or
 - (b) changes to the Collective Agreement, for consideration during future collective bargaining.
- 6.7 The Committee will determine its own rules of procedure, subject to the following provisions:

- (a) Two Members of the Committee, one from each party, will be designated by the Committee as joint Chairs and will alternate in presiding over meetings;
- (b) The Committee will meet as necessary, upon seven days written notice by either party;
- (c) Quorum is the entire Committee.

ARTICLE 7.0 BOARD/ASSOCIATION RELATIONS

7.1 Recognition

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

7.2 Release Time

- 7.2.1 The Board will annually provide to the Association, without compensation from the Association, 315 IH release for Members to perform Association duties. For the purposes of Article 7.2 (Release Time), 45 IH will be equivalent to a 10% release for Members assigned a percentage-based workload.
- 7.2.2 The Board will further allow the Association to purchase up to 495 IH release for Members to perform Association duties. The cost of release time for Members will be the cost of Sessional replacement plus associated Sessional Benefit costs.
- 7.2.3 The Board will not unreasonably deny the Association the right to purchase additional release, beyond that stipulated in Article 7.2.2. In the event the Association requests to purchase further release the request will be made by the Association President to the Provost, who will review the request and in situations where further release for a particular Member is not granted will provide written reasons to the Association. Any additional release will be at the rate prescribed in Article 7.2.2.
- 7.2.4 Release time requests will be made in writing by the Association to the Provost, with a copy to the Associate Vice-President Human Resources, not less than two months prior to the effective date of the release, or with such notice as is otherwise agreed.
- 7.2.5 The Association recognizes that all release requests may not be granted when a Member has unique responsibilities that are particularly difficult to replace.

7.3 Association Fees

- 7.3.1 The University will deduct bi-weekly an amount equivalent to 1/26 of each Member's annual membership fees, and will remit such fees bi-weekly to the Association.
- 7.3.2 The Human Resources Department will, on a bi-weekly basis, submit to the Association Office, a current record of the deductions and remittances of all Members made in accordance with Article 7.3.1.
- 7.3.3 The Association will from time to time advise the Human Resources Department of the amount of the annual membership fees.

7.4 Membership Information

- 7.4.1 The Human Resources Department will, on a tri-annual basis submit to the Association, in an agreed electronic format, a current list of Members, including their appointment category, University email address, salary and/or leave status.

ARTICLE 8.0 APPOINTMENT OF ACADEMIC STAFF

8.1 Composition of the Search Committee

- 8.1.1 Once authorization to recruit to a Probationary or Full-time Limited-Term position has been granted by the appropriate Executive Officer, the Dean will consult with the Chair of the appropriate Academic Unit and then appoint a Search Committee.
- 8.1.2 The Search Committee will be composed of:
 - (a) the Dean, as non-voting Chair of the Committee;
 - (b) the Chair of the Academic Unit;
 - (c) three other Members of that Academic Unit; and
 - (d) one Member from another Academic Unit.
- 8.1.3 For smaller Academic Units or for reasons of disciplinary expertise, the Dean may configure the composition of the Search Committee differently. A reconfigured committee will still retain five voting Members.
- 8.1.3 At the discretion of the Dean, other individuals may be added to the Committee to serve in a non-voting advisory capacity.
- 8.1.4 Where possible, the Search Committee will be composed of Continuing Members holding, at minimum, the appointment to which the Committee is giving consideration.
- 8.1.5 Quorum for a Search Committee is the Dean and all voting Members.

8.2 The Search Process

- 8.2.1 The Dean will draft, in collaboration with the other Members of the Search Committee, the text of a job advertisement that will be publicized both within the University and externally for a period of at least seven calendar days.

- 8.2.2 The Search Committee will meet to short-list candidates, to determine an interview plan, and to conduct interviews.
- 8.2.3 The Search Committee will consider the following when determining short-list candidates, conducting interviews and recommending a candidate for appointment:
- (a) A candidate's curriculum vitae or dossier;
 - (b) Documentation provided by a candidate that is considered, by the Committee, to be relevant to the search;
 - (c) Other factors considered pertinent by the Committee.
- 8.2.4 The Search Committee will, when relevant, seek feedback from Members of the Academic Unit and from students with regards to the on-campus visits of short-listed candidates.
- 8.2.5 Upon request, the University will provide the Association the text of a job advertisement, the scope of its distribution, the number of applicants, and the number of candidates shortlisted and called for interview.

8.3 Appointments

- 8.3.1 The Search Committee will make a recommendation to the Dean based on the suitability of interviewed candidates. Where more than one candidate is suitable for appointment, the recommendation will include a rank order.
- 8.3.2 Where the Search Committee determines at any point in the process that there are no candidates who meet the criteria for appointment, the Search Committee may recommend to the Dean that no appointment be made.
- 8.3.3 The Dean will, upon consideration of the Search Committee's recommendation, make a recommendation to the appropriate Executive Officer and include with it the Search Committee's recommendation.
- 8.3.4 The decision to effect an appointment rests with the appropriate Executive Officer. Should the Executive Officer's decision differ from the recommendation of the Search Committee, the Executive Officer will explain the decision to the Search Committee.
- 8.3.5 A letter of appointment will specify the salary, type of appointment including rank and title if applicable, starting date, duration of appointment, and any other terms and conditions agreed to between the University and the Member, as well as a statement that the appointment is subject to this Agreement. A copy of the letter of appointment signed by the Member will be sent to the Association.

8.4 Effective Dates for Probationary Appointments

- 8.4.1 The normal appointment year will be from July 1 to the following June 30.
- 8.4.2 For an appointment taking effect after July 1 but no later than September 1 of a year, the first appointment year will end on the following June 30.

8.4.3 For an appointment that becomes effective after September 1, the first appointment year will end a year from the immediately following June 30.

8.5 In emergency situations, the Executive Officer may appoint a Member on a temporary acting basis for a term not to exceed 12 months.

8.6 Transfer from Full-Time Continuing to Part-Time Continuing

8.6.1 The transfer of a Member from Full-time to Part-time status will be effected by the Executive Officer.

8.6.1.1 Applications for transfer will be in written form and forwarded to the Dean not later than December 31, for consideration for the following Academic Year.

8.6.1.2 The Dean will forward the application with the Dean and the Chair's recommendations to the Executive Officer not later than February 15 following the application.

8.6.1.3 The Executive Officer will advise the Member, the Dean and Chair of the decision not later than March 31 following the application.

ARTICLE 9.0 APPOINTMENT REVIEW AND PROMOTION

9.1 Rank and Title

9.1.1 Eligible instructional faculty, librarians, and counsellors may hold academic rank. Academic rank is restricted to Continuing, Probationary and Full-time Limited-Term appointees.

9.1.2 The titles for eligible instructional faculty will be at the rank of Assistant Professor, Associate Professor, and Professor, in ascending order.

9.1.3 The titles for librarians will be at the rank of Librarian I, Librarian II, and Librarian III, in ascending order.

9.1.4 The titles for counsellors will be at the rank of Counsellor I, Counsellor II, and Counsellor III, in ascending order.

9.1.5 Faculty school advisor, nursing laboratory resource professional, writing and learning consultant, learning skills specialist, science lab supervisor, science lab instructor, English as a second language instructor, preparation for university and college instructor, and faculty development coordinator are positions without academic rank.

9.1.6 Faculty eligible for a title with rank will normally start at the level of Assistant Professor, Librarian I or Counsellor I.

9.1.7 Promotion to a rank higher than that of Assistant Professor, Librarian I, or Counsellor I will only be made after materials are provided to an Appointment Review and Promotion Committee to enable it to make a recommendation on the appropriateness of granting such rank. The criteria for granting such appointments to other ranks are those set out in Article 10.0 (Criteria for Extension of Probation, Continuing Status, and Promotion).

9.2 Appointment Review and Promotion Committees

- 9.2.1 For the application of this article to librarian Members, references to Faculty or School will mean the library.
- 9.2.2 For the application of this article to counsellor Members, references to Faculty or School will mean counselling services and Dean will mean the Director of Student Life.
- 9.2.3 In developing a recommendation, an Appointment Review and Promotion Committee must specify in writing the basis on which the recommendation is made and the information that is relied on in formulating the recommendation. The recommendation will be made only on the basis of the applicable criteria.

9.2.4 Establishment and Composition of Appointment Review and Promotion Committees

- 9.2.4.1 For each Academic Unit, the Dean, in consultation with the Chair, will appoint an Appointment Review and Promotion Committee to deal with all matters affecting a Member as provided in Articles 9.4 (Review of Appointment Status for Academic Staff) and 9.5 (Promotion).
- 9.2.4.2 The term of the Committee is one Academic Year. All Members will serve one year renewable terms, except for those serving by virtue of position.
- 9.2.4.3 The Committee constituted for an Academic Unit will consider and make recommendations on all applications for appointment review and promotion in the Academic Unit during that Academic Year.
- 9.2.4.4 An Appointment Review and Promotion Committee will consist of:
- (a) The Dean, as non-voting Chair of the Committee;
 - (b) The Chair of the Academic Unit;
 - (c) Two other Continuing Members of the Academic Unit; and
 - (d) Three Continuing Members from other Academic Units.
- 9.2.4.5 For smaller Academic Units or for reasons of disciplinary expertise, the Dean may configure the composition of the Committee differently. A reconfigured committee will retain six voting Members.
- 9.2.4.6 The Members in Article 9.2.4.4(c) will be chosen by the Dean, in consultation with the Chair, and will be selected to represent broadly the disciplinary interests of the Academic Unit. Two alternates, who conform to the same requirements, will also be chosen.
- 9.2.4.7 The Members in Article 9.2.4.4(d) will be chosen by the Dean for their experience and will normally hold, at minimum, the rank of Associate Professor, Librarian II or Counsellor II. The Members in Article 9.2.4.4(d) will serve on all Appointment Review and Promotion Committees in the Faculty or School during the Academic Year. Three alternates, who conform to the same requirements, will also be chosen.

- 9.2.4.8 Appointment to the Committee of the Members in Article 9.2.4.4(c), requires ratification by the Probationary and Continuing Members within the Academic Unit. Appointment of the Members in Article 9.2.4.4(d) requires ratification by the Probationary and Continuing Members within the Faculty or School. The Members listed as alternates will be included in the ratification vote. Ratification requires more than 50% of the votes cast in the ratification ballot.
- 9.2.4.9 Alternates will be used:
- (a) to replace a regular Member in Article 9.2.4.4(b)-(d) when an application for promotion is from that Member;
 - (b) to replace a regular Member in Article 9.2.4.4(b)-(d) when there is a conflict of interest;
 - (c) to replace a regular Member in Article 9.2.4.4(d) when applications for appointment review or promotion come before the Committee from within that Member's Academic Unit.
- 9.2.4.10 At the discretion of the Dean, other individuals may be added to the Committee to serve in a non-voting advisory capacity.
- 9.2.4.11 Quorum for an Appointment Review and Promotion Committee is the Dean and all voting Members.
- 9.2.4.12 A Member may petition the Dean, in writing, to adjust the membership of the Committee that will consider and make a recommendation on that Member's appointment or promotion for the review and hearing of the Member's application. The Dean may choose to replace Members, without prejudice, or to confirm the original membership.

9.3 The University Promotion Committee

- 9.3.1 A University Promotion Committee will be established each year and consist of:
- (a) the Provost, as non-voting Chair;
 - (b) eight Continuing Members, two from each School or Faculty, excluding the School of Continuing Education;
 - (c) either one Continuing librarian Member or one Continuing counsellor Member.
- 9.3.2 The choice of committee Member in Article 9.3.1(c) will vary according to the application under consideration. The counsellor Member will review all applications by counsellors, whereas the librarian Member will review all other applications.
- 9.3.3 The Members in Articles 9.3.1(b) and (c) will normally be at the most senior rank available and will be elected through the procedures for electing Members to Academic Governance Council.

- 9.3.4 The term of the University Promotion Committee is one Academic Year. All Members will serve one-year, renewable terms. Any Member applying for promotion in an Academic Year is not eligible for the University Promotion Committee.
- 9.3.5 Members of the University Promotion Committee are not eligible to sit on an Appointment Review and Promotion Committee in the same Academic Year.
- 9.3.6 At the discretion of the Provost, other individuals may be added to the University Promotion Committee to serve in a non-voting advisory capacity.
- 9.3.7 Quorum for the University Promotion Committee consists of the Provost and the nine voting Members.

9.4 Review of Appointment Status for Academic Staff

9.4.1 Probationary Periods

9.4.1.1 Probation for a Continuing academic appointment with Rank and Title

- (a) The initial period of probation is three years, except where the appointment takes effect after July 1, in which case the initial probationary period will be altered in accordance with Article 8.4.
- (b) The conclusion of probation is two years beyond the initial probationary period, for a total of five years.

9.4.1.2 Probation for a Continuing academic appointment without Rank and Title will be three years, except where the appointment takes effect after July 1, in which case the initial probationary period will be altered in accordance with Article 8.4.

9.4.1.2 A Member may have reviews of appointment status by a different schedule, provided that the details are set out in the Member's letter of appointment and the Association has been consulted prior.

9.4.1.3 The Chair of the Academic Unit to which an appointment has been made will meet with all new Probationary Members within three months of the commencement of their appointment to explain to them the criteria and procedures for appointment review. In addition, as part of the annual performance evaluation process, the Chair will discuss with the Member the progress toward Continuing status. It is recognized that the criteria for annual performance evaluation are separate and distinct from the criteria for Continuing status.

9.4.2 Deferral of consideration for Continuing status

9.4.2.1 A Member who takes an approved leave of duration greater than six months during a Probationary appointment may elect to have consideration of continuation of probation or of Continuing status postponed for the same amount of time they were on leave, rounded to the nearest year.

9.4.2.2 A Member may request in writing to the Dean, with a copy to the Chair of the Academic Unit, that consideration of Continuing status at the end of the probationary period be deferred. The Member's request must be communicated by May 31 of the Academic Year prior to consideration of Continuing status.

9.4.2.3 The Dean, in consultation with the Chair of the Member's Academic Unit, may recommend deferral, which will be communicated by the Dean, in writing, to the Member. The Member may choose to refuse deferral. The Dean's recommendation must be communicated by May 31 of the Academic Year prior to consideration of Continuing status.

9.4.2.4 Deferrals may only be granted by the appropriate Executive Officer on the recommendation of the Dean and are normally for a single one year period. In exceptional cases, this period may be extended for a maximum of one additional year. Decisions regarding deferral must be made by September 1 in the year in which the Member's review for Continuing status is to come before the Appointment Review and Promotion Committee.

9.4.3 Appointment Review Process: Initial Probationary Period

9.4.3.1 The appointment review process for the first three years of a five year probationary period is primarily a formative process to provide feedback on the Member's progress towards eligibility for Continuing status.

9.4.3.2 By September 1 of the third year of probation, the Member will provide the Committee evidence of performance in assigned workload, over the initial probationary period, sufficient to merit continuation of probation.

9.4.3.3 During the interval from October 1 to December 15 of the third year of probation, continuation of probation must be considered by an Appointment Review and Promotion Committee.

9.4.3.4 The Member has the right to attend the beginning of the meeting held by a Committee, before it deliberates, in order to make a statement and to offer to clarify elements of the Member's submission.

9.4.3.5 In its deliberations, the Committee will consider the following motion: "That the Member's performance in the duties that constitute the Member's assigned workload, as demonstrated by all evidence submitted, merits continuation of probation."

9.4.3.6 The Committee will vote by secret ballot only if a ballot is requested by at least one Committee Member.

9.4.3.7 Passage of the motion constitutes a recommendation to the Dean that probation be continued. Failure of the motion to carry constitutes a recommendation to the Dean that probation be terminated on June 30 of the Academic Year.

9.4.3.8 Within ten working days of receiving the recommendation from the Committee, the Dean will make a recommendation to the appropriate

Executive Officer, and include with that recommendation the recommendation of the Committee.

9.4.3.9 Within ten working days of receiving the recommendations from the Dean, the Executive Officer will forward a written decision regarding continuation of probation to the Member, to the Dean, to the Chair of the Academic Unit, and to the Association.

9.4.3.10 If continuation of probation is granted, the Dean will provide the Member a written assessment of the Member's performance during the initial probation, as well as a statement of expectation for the Member's performance during the remaining period of probation.

9.4.4 Appointment Review Process: Continuing Status

9.4.4.1 By September 1 of the final year of probation, the Member will submit a dossier, as per Article 10.1.8, to an Appointment Review and Promotion Committee.

9.4.4.2 The Committee will conclude its deliberations on the Member's application for Continuing status no later than December 15 of the final year of probation,

9.4.4.3 By mutual agreement between the Member and the Dean, a Member who is promoted to Associate Professor, Librarian II, or Counsellor II before the interval specified in Article 9.4.4.1 will be considered for Continuing status immediately after being promoted. The Committee may recommend granting of Continuing status, or continuation of probation. If the Committee recommends continuation of probation, the continuation will not extend beyond the probationary period provided in Article 9.4.1.1.

9.4.4.4 The Member has the right to attend the beginning of the meeting held by the Committee, before it deliberates, in order to make a statement and to offer to clarify elements of the Member's submission.

9.4.4.5 In its deliberations, the Committee will consider the following motion: "That the Member's performance in the duties that constitute the Member's assigned workload, as demonstrated by all evidence submitted, merits a Continuing appointment."

9.4.4.6 The Committee will vote by secret ballot only if a ballot is requested by at least one Member of the Committee.

9.4.4.7 Passage of the motion constitutes a recommendation to the Dean that Continuing status be granted. Upon failure of the motion to carry, the Committee will recommend to the Dean that either:

(a) Probation be terminated June 30 of the Academic Year; or

(b) Probation be extended by one year, provided that the Member has not deferred probation pursuant to Article 9.4.2.4.

9.4.4.8 Within ten working days of receiving the recommendation from the Committee, the Dean will make a recommendation to the appropriate

Executive Officer and include with that recommendation the recommendation of the Committee.

- 9.4.4.9 Within ten working days of receiving the recommendations from the Dean, the Executive Officer will forward a written decision regarding the granting of Continuing status to the Member, to the Dean, to the Chair of the Academic Unit, and to the Association.
- 9.4.4.10 A Member with a successful application for Continuing status will be moved to a Continuing appointment effective July 1 of the Academic Year in which the appointment review took place.

9.4.5 Termination of Probationary Appointment

- 9.4.5.1 Termination of Probationary appointment will be grievable only on the basis of procedural grounds.
- 9.4.5.2 A Member whose probation is terminated pursuant to Article 9.4.3.9 or Article 9.4.4.9 may be offered, at the discretion of the appropriate Executive Officer on the recommendation of the Dean, a Full-time Limited-Term appointment of one year to follow the end of the period of probation.

9.5 Promotion

- 9.5.1 Promotion for Members means advancement from one rank to another in the appropriate titling structure.
- 9.5.2 For the purposes of this article, Dean will mean the Director of Student Life for promotion of counsellor Members.
- 9.5.3 Applications for promotion are the responsibility of the Member and may be made when deemed appropriate by the Member. Normally, application for promotion to a rank requires at least five years in the preceding rank.
- 9.5.4 A Member will notify the Chair of the Member's Academic Unit of intention to apply for promotion no later than September 1 of the Academic Year in which the application will be submitted.
- 9.5.5 For promotion to the rank of Professor, Librarian III or Counsellor III, the Appointment Review and Promotion Committee will seek advice from external referees. Three referees will be chosen, two of whom will be chosen by the Committee from a short list provided by the Member and the other will be chosen by the Dean in consultation with the Chair of the Member's Academic Unit. In cases where one of the Member's recommended referees is unable to complete a reference, the remaining two references will be deemed to fulfill the requirement for external references.

9.5.6 Step One Promotion Hearings

- 9.5.6.1 A Member will submit a written request for promotion to an Appointment Review and Promotion Committee no later than October 1 in the Academic Year in which such consideration is to occur. The request will indicate the rank sought and will be accompanied by the Member's dossier per Article 10.1.8. In the case of promotion to Professor, Librarian

III or Counsellor III a list of five arm's-length potential referees will also be included in the submission.

- 9.5.6.2 In addition to the documents submitted by the Member pursuant to Article 9.5.6.1 the Committee will consider all annual performance reviews and, where appropriate, materials obtained pursuant to Article 9.5.5. It is recognized that the criteria for annual performance evaluation are separate and distinct from the criteria for promotion.
- 9.5.6.3 The Member has the right to attend the beginning of the meeting held by a Committee, before it deliberates, in order to make a statement and to offer to clarify elements of the Member's submission.
- 9.5.6.4 During the interval from January 1 to February 28, the Committee will consider a Member's request for promotion. The Committee will consider the following motion: "That the quality and quantity of the Member's academic work, relative to the criteria in Article 10.0 (Criteria for Continuation of Probation, Continuing Status, and Promotion) and the Member's workload, warrants promotion to the rank requested by the Member." Passage of the motion constitutes a recommendation that the Member be promoted. Failure of the motion to carry constitutes a recommendation that the Member not be promoted.
- 9.5.6.5 Within ten working days of completion of the deliberations of the Committee, the Dean will make a recommendation to the University Promotion Committee, and include with it the recommendation of the Appointment Review and Promotion Committee.

9.5.7 Step Two Promotion Hearings

- 9.5.7.1 During the interval from March 1 to April 30 The University Promotion Committee will consider and make recommendations on all applications for promotion during that Academic Year.
- 9.5.7.2 All materials from the Appointment Review and Promotion Committee hearings and the recommendations of the Committee and the Dean will be placed before the University Promotion Committee.
- 9.5.7.3 The motion considered by the University Promotion Committee will be: "That the quality and quantity of the Member's academic workload, relative to the criteria in Article 10.0 (Criteria for Continuation of Probation, Continuing Status, and Promotion) and the Member's workload, warrants promotion to the rank requested by the Member." Passage of the motion constitutes a recommendation that the Member be promoted. Failure of the motion to carry constitutes a recommendation that the Member not be promoted.
- 9.5.7.4 The requirements for passage of the motion will depend on whether the recommendations of the Dean and the Appointment Review and Promotion Committee agree or not.

- (a) If the recommendation of the Dean and the Appointment Review and Promotion Committee do not agree, passage of the motion requires the affirmative vote of five members of the University Promotion Committee.
- (b) If the Dean and the Appointment Review and Promotion Committee both recommend that the Member be promoted, passage of the motion requires the affirmative vote of four members of the University Promotion Committee.
- (c) If the Dean and the Appointment Review and Promotion Committee both recommend that the Member not be promoted, passage of the motion requires the affirmative vote of six members of the University Promotion Committee.

9.5.8 Within ten working days of completion of the deliberations of the University Promotion Committee, the Provost will make a recommendation to the President, and include with it the recommendation of the University Promotion Committee. The Member will be notified of the recommendations.

9.5.9 The decision to promote a Member rests with the President. If an application for promotion is approved by the President, the promotion will take effect July 1 of the Academic Year in which the application was made.

ARTICLE 10.0 CRITERIA FOR CONTINUATION OF PROBATION, CONTINUING STATUS, AND PROMOTION

10.1 Faculty with Academic Rank: General

10.1.1 The criteria which will be considered in making an assessment of a Member for continuation of a Probationary appointment, awarding of Continuing status, or promotion in rank, are the following:

- (a) demonstrated effectiveness in teaching, or in professional practice;
- (b) a demonstrated record of scholarly activity;
- (c) a demonstrated record of service;
- (d) academic credentials.

10.1.2 The criteria will be applied to the duties undertaken by the Member pursuant to Article 12.0 (Workload Assignment).

- (a) It is recognized that these duties are not fixed in their distribution and that a Member may contribute to the University's mission in different ways in different years.
- (b) A Member's cumulative workload contributions, determined by annual workload allocations over the period under review, will determine the emphasis placed on the categories of performance when making decisions regarding continuation of probation, Continuing status, or promotion.

- (c) Any special conditions stated in the Letter of Appointment will be a factor for continuation of a Probationary appointment and for granting of Continuing status.

10.1.3 Demonstrated Effectiveness in Teaching

Effectiveness in teaching implies a concentrated and successful effort to create the best possible learning environment for students. It involves continuing attention to course work, course design and related activities, and to the supervision of students in alternative modes of learning. It may involve participation in seminars, the design of innovative methods of teaching, or other contributions to teaching activities within the University.

10.1.4 Demonstrated Effectiveness in Professional Practice of Librarianship

10.1.4.1 The primary role of librarian Members is to support the teaching, learning, and research needs of the University community through professional practice. Effectiveness in professional practice implies the successful provision of academic library services, programs, and collections that align with the strategic goals of the University. Professional practice of librarianship may include, but is not limited to: information literacy instruction; selection, organization, evaluation, and preservation of information resources; research and reference consultation; design of systems and applications to facilitate discovery and dissemination of information; planning, implementing, and coordinating library services, programs, or functions.

10.1.4.2 Professional practice of librarianship may be documented and demonstrated through the submission of materials which provide evidence of quality and effectiveness in areas such as, but not limited to:

- (a) the development, management, or evaluation of print and digital collections;
- (b) the delivery of both general and discipline-specific research and reference services;
- (c) the development or implementation of information systems and interfaces which improve access to information services;
- (d) the provision of information literacy instruction and curriculum support in collaboration with instructional faculty;
- (e) professional growth;
- (f) leadership, and contributions to development and implementation of strategic goals of the library and the University.

10.1.5 Demonstrated Effectiveness in Professional Practice of Counselling

10.1.5.1 The primary role of counsellor Members is to support student success and well-being. Effectiveness in professional practice implies a concentrated and successful delivery of personal, career and educational counselling, as well as the development of programming to support these efforts.

Counselling may involve the development or facilitation of training and workshops for students, academic programs or service areas.

10.1.5.2 Professional practice of counselling may be documented and demonstrated through the submission of materials which provide evidence of quality and effectiveness in areas such as, but not limited to:

- (a) the development, implementation or delivery of programs and counselling services;
- (b) the impact of personal, career and educational counselling;
- (c) performance across a range of counselling services;
- (d) professional growth;
- (e) leadership, and contributions to development and implementation of strategic goals of Student Life and the University.

10.1.6 A Demonstrated Record of Scholarly Activity

10.1.6.1 Baccalaureate-level teaching is informed and enriched by the scholarly activity of Members. Within the University, scholarly activity takes place in the context of an institution with a strong and over-arching focus on undergraduate teaching and learning.

10.1.6.2 For the purposes of evaluation for continuation of a Probationary appointment, awarding of Continuing status, or promotion in rank, scholarly activity may take several forms, including:

- (a) scholarship of discovery: investigative inquiry that builds a distinctive body of knowledge or creativity within a field of study;
- (b) scholarship of integration: analytical inquiry that develops new insights and understanding as a result of bringing together and synthesizing knowledge and information from a variety of sources;
- (c) scholarship of application: inquiry that advances knowledge through engagement with the application of knowledge and expert practice;
- (d) scholarship of teaching: inquiry that supports the pedagogy of the discipline, innovation in the discipline, and the transfer of knowledge to learners;
- (e) scholarship of professional practice: inquiry that reflects scholarly work that faculty in professional programs undertake as being part of a practicing profession.

10.1.6.3 The nature of scholarly activity may vary amongst Members and across Academic Units. Despite its diverse forms, all scholarly activity must be based on a high level of professional expertise, must give evidence of originality, and must be communicated in appropriate ways so as to have impact or significance beyond the University. Such work is ideally open to critical review and evaluation by peers.

- 10.1.6.4 Dissemination may be through either traditional or electronic forms. Publication will be interpreted to include exhibitions and performances, as appropriate.
- 10.1.6.5 Work that has been peer reviewed or has received external peer recognition will normally be accorded significantly greater overall weight in the assessment and evidence of peer validation should be provided as part of a Member's dossier. Other dissemination will be considered, and weighted accordingly.
- 10.1.6.6 A Member's dossier could include a mix of peer-reviewed materials and other works. Members of an assessing committee must determine whether the documented scholarly activity meets the requirements for continuation of probation, awarding of Continuing status, or promotion.

10.1.7 A Demonstrated Record of Service

A Member will be assessed on contributions, and the effectiveness of these contributions, to the functioning of the University through activities and work on University, Faculty or School, Academic Unit, or Association committees; administrative activities related to the research and teaching functions of the University, or through other administrative assignments; the contribution of the Member to the intellectual life of the University through public presentations; and contributions to the academic community and society from activities related to the Member's appointment.

10.1.8 Member's Dossier

- 10.1.8.1 A Member applying for continuation of probation, Continuing status, or promotion will submit a dossier. It is the Member's responsibility to provide sufficient evidence in the dossier to support the application.
- 10.1.8.2 A Member's dossier will contain the following parts:
 - (a) Statement of the case for continuation of probation, Continuing status, or promotion

The Member will provide an assessment of career progress and will outline how expectations have been met for each of academic credentials, teaching, scholarly activity, and service.
 - (b) Curriculum vitae

This part of the dossier will consist of an up-to-date curriculum vitae, covering the Member's entire academic career. All Members will use the format approved by Academic Governance Council.
 - (c) Teaching or Professional Practice

This part of the dossier should provide information that conveys the scope, quality and effectiveness of the Member's teaching or professional practice. Quality and effectiveness as a teacher may be documented and demonstrated through the submission of materials as provided for in Article 11.0 (Evaluation of Teaching).

(d) Service

This part of the dossier should provide information on the Member's service activities. In demonstrating the nature of service contributions a Member should highlight the level and significance of participation; the level of responsibility, workload and demands on time and energy; a description of the setting indicating if the activity is disciplinary or non-disciplinary and whether it is within Academic Unit, Faculty or School, University, or external to the University; and the extent to which such activities contribute to the workings of the University or bring distinction to the University.

Where scholarly activity is a component of a Member's workload, the dossier will also include a section on:

(e) Scholarly Activity

This part of the dossier will include evidence of the Member's scholarly program, whether through conventional or emerging means of dissemination. The significance of completed work and how it has contributed to the Member's discipline should be highlighted. In demonstrating scholarly productivity, the Member should highlight the quality of contributions, the quantity of production in the context of disciplinary norms for undergraduate-only institutions, and the connection between the Member's scholarship and effective teaching. Projects currently in progress and plans for future work are components of a scholarly program.

The submission must include copies of the Member's scholarly work and should be organized by disciplinary norms. When physical submission is not practical, the Member may include a description of these works sufficient to demonstrate their significance.

10.1.8.3 As part of the dossier, a Member may submit, and a reviewing committee may consider, evidence of professional activity prior to the period under review for continuation of probation, Continuing status, or promotion, provided that the evidence is relevant to the duties that have constituted the Member's assigned workload in the period under review.

10.1.9 Criteria for Continuation of Probation and Continuing Status

10.1.9.1 Continuation of probation will be awarded where a Member has performed satisfactorily and is making reasonable progress toward meeting the criteria for Continuing status, pursuant to Article 10.1.9.2.

10.1.9.2 To qualify for Continuing status, a Member appointed at the rank of Instructor, Assistant Professor, Librarian I or Counsellor I will:

- (a) have satisfied any requirements in the Letter of Appointment concerning attainment of academic credentials;

- (b) have adequately addressed any requirements outlined in the letter from the Dean following the continuation of probation hearing;
- (c) have established a record of effective teaching or professional practice;
- (d) have established a record of satisfactory service;
and, where applicable,
- (e) have developed a productive program of scholarly activity, constituting promise of maturity in scholarship and professional achievement.

10.1.9.3 A Member appointed at a higher rank will demonstrate clear evidence of continued growth, sustained commitment, and ongoing performance at a level appropriate to their rank.

10.2 Professorial Ranks and Instructors

10.2.1 An Instructor is a Member who will normally have the following qualifications:

- (a) a minimum of a Master's degree or the equivalent professional qualifications in the discipline, or a level of relevant experience which would provide equivalent competence in the discipline;
- (b) evidence of commitment to and potential ability for effective teaching.

10.2.2 The rank of Assistant Professor normally requires the following:

- (a) an earned Doctorate or the degree that is determined as the terminal degree for the discipline. Equivalent qualifications or experience may be substituted, such as professional qualifications and a degree normally considered terminal for teaching the relevant University discipline, or where the Member has accumulated experience judged to be particularly relevant and valuable to a discipline;
- (b) evidence of commitment to and potential ability for effective baccalaureate-level teaching;
- (c) evidence of commitment to and potential ability for scholarly activity.

10.2.3 Criteria for Promotion: General

10.2.3.1 Promotion in rank, normally from Instructor to Assistant Professor, from Assistant Professor to Associate Professor, or from Associate Professor to Professor, is a recognition of the Member's growth and development as a teacher and scholar, and of the Member's service. A Member's entire record of work will be assessed.

10.2.3.2 In order to receive promotion, a Member must present a demonstrated record of achievement consistent with the criteria in each of teaching, scholarly activity and service.

10.2.3.3 In accordance with Article 10.1.2, an assessing committee may interpret criteria for promotion, subject to the following:

- (a) Except in the case of duties assigned to a Chair, teaching constitutes the majority of each Member's workload; thus, effective teaching is necessary for promotion.
- (b) A teaching record exceeding the requirements for the rank being sought may compensate for a lesser record of scholarly activity or service.
- (c) Scholarly activity and service may be considered together for promotion, so that greater achievement in one may compensate for lesser achievement in the other.

10.2.4 Promotion to Associate Professor

In addition to the requirements for Assistant Professor, the rank of Associate Professor normally requires a demonstrated record of:

- (a) effective teaching at all levels available to the Member;
- (b) sustained, productive scholarly activity, including work assessed by peer review, that goes beyond fulfillment of the requirements of the Member's terminal degree;
- (c) sustained, satisfactory service.

10.2.5 Promotion to Professor

10.2.5.1 Promotion to the rank of Professor is not an assured step in progression through the ranks. Members eligible for the rank of Professor must have made contributions as teachers and scholars, and in service, which are qualitatively and quantitatively superior to those required for the rank of Associate Professor.

10.2.5.2 In addition to the requirements for Associate Professor, the rank of Professor requires a demonstrated record of:

- (a) sustained, high-quality teaching at all levels available to the Member;
- (b) sustained, productive scholarly activity, including work assessed by peer review, which represents a contribution to the Member's discipline that is additional to the requirements of Article 10.2.4 (b), and with achievements that are of sufficient significance to be recognized nationally or internationally;
- (c) significant service.

10.2.5.3 In addition to the provisions of Article 10.2.5.2 (a), a Member's teaching will be assessed through consideration of the following:

- (a) innovation in teaching pedagogy as shown by, for example, the effective use of new teaching aids and techniques;
- (b) scholarly activity related to teaching, including books, articles, films, or recordings;

- (c) significant contributions to program development, curriculum innovation, or to modes and methodologies for delivery;
- (d) formal recognition of teaching excellence through receipt of University, regional, or national teaching awards.

10.3 Professional Resource Faculty

10.3.1 The rank Librarian I normally requires the following:

- (a) a minimum of a Master's degree in Library and Information Science (M.L.I.S.) or equivalent from an institution accredited by the American Library Association;
- (b) evidence of commitment to and potential ability for effective professional practice;
and, where appropriate,
- (c) evidence of, or potential ability in and commitment to, scholarly activity.

10.3.2 The rank of Counsellor I normally requires the following:

- (a) A Master's degree with a major in psychology or a graduate degree with content substantially equivalent to a graduate degree with a major in psychology. Candidates must also be a registered Member in good standing with the College of Alberta Psychologists;
- (b) evidence of commitment to and potential ability for effective professional practice;
and where appropriate,
- (c) evidence of, or potential ability in and commitment to, scholarly activity.

10.3.3 Criteria for Promotion: General

10.3.3.1 Promotion in rank, normally from Librarian I to Librarian II, from Librarian II to Librarian III, from Counsellor I to Counsellor II, or from Counsellor II to Counsellor III, is a recognition of the Member's growth and development as a Librarian or as a Counsellor, and of the Member's service. A Member's entire record of work will be assessed.

10.3.3.2 In order to receive promotion, a Member must present a demonstrated record of achievement consistent with the criteria in professional practice and in service.

10.3.3.3 Where scholarly activity is a component of a Member's workload contributions, the Member must present a demonstrated record of achievement consistent with the criteria in scholarly activity. The assessing committee will take into consideration the percentage of the Member's cumulative workload that has been allocated to scholarly activity when determining the emphasis placed on this component.

10.3.4 Promotion to Librarian II or Counsellor II

In addition to the requirements for Librarian I or Counsellor I, the rank of Librarian II or Counsellor II normally requires a demonstrated record of:

- (a) effective professional practice in all areas assigned to the Member, reflected in a high level of professional competence, depth of professional knowledge and commitment to professional values;
- (b) sustained and satisfactory service;
and, where appropriate,
- (c) sustained and productive scholarly activity, including work assessed by peer review, that goes beyond fulfillment of the requirements of the Member's terminal degree.

10.3.5 Promotion to Librarian III or Counsellor III

10.3.5.1 Promotion to the rank of Librarian III or Counsellor III is not an assured step in progression through the ranks. Members eligible for the rank of Librarian III or Counsellor III must have made contributions through professional practice and in service, which are qualitatively and quantitatively superior to those required for the rank of Librarian II or Counsellor II.

10.3.5.2 In addition to the requirements for Librarian II or Counsellor II, the rank of Librarian III or Counsellor III requires a demonstrated record of:

- (a) sustained and high quality professional practice in all areas available to the Member reflected in distinguished professional competence and depth of professional knowledge, and notable experience and commitment to professional values;
- (b) significant service;
and, where appropriate,
- (c) sustained and productive scholarly activity, including work assessed by peer review, which represents a contribution to the field of librarianship or of counselling that is additional to the requirements of Article 10.3.4 (c), and with achievements that are of sufficient significance to be recognized nationally or internationally.

10.3.5.3 The rank of Librarian III or Counsellor III recognizes librarians or counsellors who have an established record of outstanding and sustained engagement in professional practice and service, and where applicable, scholarly activity. It is granted to a librarian or to a counsellor who has a high level of demonstrable expertise and professional knowledge, and who has made an impact in librarianship or in counselling which is recognized outside, as well as within, the University.

10.4 Faculty Without Academic Rank: Criteria for Continuing Status

- 10.4.1 Assessment of a Member for awarding of Continuing status will be based on the effectiveness with which the duties assigned to the Member were carried out.
- 10.4.2 Continuing status will be awarded where a Member has established a satisfactory level of effectiveness in the duties assigned to the Member.
- 10.4.3 The assessment will account for the relative distribution of the duties assigned to the Member pursuant to Article 12.0 (Workload Assignment).
- 10.4.4 Where the assigned duties include teaching, effectiveness will be assessed in accordance with Article 11.0 (Evaluation of Teaching).
- 10.4.5 The dossier submitted by a Member applying for Continuing status will contain the following parts:
- (a) Statement of the case for Continuing status
The Member will provide an assessment of career progress. The Member will outline how expectations have been met for each for the categories of evaluation, as guided by the duties assigned to the Member.
 - (b) Curriculum vitae
This part of the dossier will consist of an up-to-date curriculum vitae, covering the Member's entire academic career. All Members will use the format approved by Academic Governance Council.
 - (c) Record of academic and professional accomplishments
This part of the dossier should provide an evidence-based record that conveys the scope, quality and effectiveness of the Member's accomplishments, categorized according to the duties assigned to the Member during the probationary period. For teaching, scholarly activity or service, this part of the Member's dossier will be in accordance with Article 10.1.8.2(c)-(e).
- 10.4.6 As part of the dossier, a Member may submit, and a Committee may consider, evidence of professional activity prior to the period under review for Continuing status, provided that the evidence is relevant to the duties that have constituted the Member's assigned workload in the period under review.

ARTICLE 11.0 EVALUATION OF TEACHING

- 11.1 Teaching consists of all work directed towards student learning for which students earn academic credit. Whenever this agreement calls for the evaluation of a Member's teaching, the evaluation will be in accordance with this article.
- 11.2 A Member's entire teaching contribution for the specified period under review will be evaluated. Where available, student course evaluations survey results will be used in this evaluation.

- 11.3 So that no evaluation of teaching performance relies primarily on student course evaluation surveys, Members must submit material that is often used in the construction of a teaching dossier in order to help contextualize these data. Any evaluation of a Member's teaching performance will consider all contextual materials provided by the Member. This material may include, but is not restricted to:
- (a) A statement of teaching philosophy;
 - (b) Peer evaluations of teaching;
 - (c) Instructional materials provided by the Member;
 - (d) A description of teaching contributions that are not evaluated by student course evaluation surveys;
 - (e) Member's contributions in the areas of pedagogical development and innovation;
 - (f) Member's written responses to the results of student course evaluation surveys.
- 11.4 A Member's written responses to student course evaluation surveys per Article 11.3(f) may address relevant factors, including but not restricted to:
- (a) Patterns in student course evaluation survey results;
 - (b) Representativeness of the sample of completed student course evaluation surveys;
 - (c) The size, type, and level of any course taught;
 - (d) The nature of course material;
 - (e) The nature of course delivery;
 - (f) The number of new course preparations assigned to the Member;
 - (g) The complexity and risks inherent to pedagogical innovation.

11.5 Student Course Evaluation Surveys and their Administration

- 11.5.1 Student course evaluation surveys serve both a formative and a summative function.
- 11.5.2 The University will conduct student course evaluation surveys for every course, with the exception of courses with an enrolment of six or fewer students.
- 11.5.3 The survey instrument will be constructed so as to help obtain a fair and reasonable assessment of teaching performance.
- 11.5.4 Academic Governance Council will approve changes to the survey instrument and will be responsible for the administration of student course evaluation surveys.
- 11.5.5 The administration of the survey must afford all students in a course scheduled for evaluation a reasonable opportunity to respond.

- 11.5.6 No change to the survey instrument will be made without providing the Association Board an opportunity to submit written input to Academic Governance Council prior to its deliberations on any proposed change.
- 11.6 In order to improve course design and teaching effectiveness, a Member may conduct formative course surveys in a course, provided that student confidentiality is protected and the format and the timing of the survey do not compromise the student course evaluation process.

11.7 Distribution of Information from Student Course Evaluation Surveys

- 11.7.1 The data from a student course evaluation survey represent only the views of students responding to that survey.
- 11.7.2 Quantitative responses will be aggregated, with the mean, standard deviation, frequency, and number of eligible respondents for each question. A report consisting of aggregated quantitative data and student comments will be sent to the Member, the Member's Chair, and the Member's Dean after the material has been converted into a report and following the submission of final grades.
- 11.7.3 This report will be part of a Member's official file.
- 11.7.4 Quantitative data may be aggregated by Academic Unit, Faculty or School, or for the University as a whole, and such aggregated data may be published.

ARTICLE 12.0 WORKLOAD ASSIGNMENT

12.1 Workload Assignments – General

- 12.1.1 The provisions of this article apply to all Members except Chairs. The workload of Chairs is governed by Article 13.0 (Chairs).
- 12.1.2 The process of assigning workload to Members must consider the diverse range of programming at the University and the importance of flexibility for the management of a program. It is acknowledged and accepted that a fair application of workload assignment may give rise to nominal differences for Members within and between Academic Units.
- 12.1.3 The workload assignment of a Member will be determined by the Dean in consultation with the Chair or Program Coordinator and the Member.
- 12.1.4 The duties and responsibilities for a majority of Continuing, Probationary and Full-time Limited-Term Members are an appropriate combination of the following:
- (a) Instruction
Instruction consists of all faculty work directed towards student learning for which students earn academic credit. Members with an instructional workload component are expected to maintain currency in their area or discipline.
 - (b) Professional Practice

Professional practice encompasses the activities undertaken by Professional Resource Faculty in their roles as counsellors, librarians, nursing laboratory resource professionals, writing and learning consultants, and learning specialists.

(c) Scholarly Activity

Scholarly activity is integral to fulfilling the mandate and mission of the University. Scholarly activity is the engagement in research, scholarship, and critical or creative work, and the dissemination of such work through publications, presentations, exhibitions and performances, and other appropriate means. Members with a scholarly activity component of workload will have a demonstrable program of scholarly activity.

(d) Service

Service represents activities essential to the ongoing operation of the Academic Unit, Faculty or School, and University. At minimum, Members with a service workload component are required to be engaged in the academic operations of their Academic Unit, and to be active in the academic governance of the University, including participation, where possible, in the Faculty or School Council or equivalent. When appropriate, service to the Association, and service to the profession, discipline, or community that relies on the professional or academic expertise of faculty, is a contribution considered alongside institutional service.

12.2 Instructional Assignment

- 12.2.1 “Instructional Hour” (IH) refers to the standard unit of instruction. All forms of instruction are assigned an IH value for the purpose of establishing instructional workloads.
- 12.2.2 The IH value of an instructional activity will be recorded and will constitute the official IH value of the course.
- 12.2.3 A change of the official IH value of an instructional activity requires the approval of the Dean and the approval of a majority of the Probationary and Continuing Members in the Academic Unit.
- 12.2.4 In cases where a change to the IHs of an instructional activity is enacted without agreement pursuant to Article 12.2.3, the assigned value may be the subject of a grievance filed according to the provisions of Article 4.0 (Disputes and Grievances).
- 12.2.5 Course assignments will be determined within each Academic Unit on the principle that Probationary and Continuing workload assignments will be made first, and Full-time Limited-Term workload assignments will be made prior to other Contractually-Limited assignments as described in Article 27.0 (Contractually-Limited Appointments).

- 12.2.6 Where an assigned course is cancelled after a Member has received an instructional assignment, the Chair or Program Coordinator and the Dean will meet with the Member to discuss options and will assign a replacement course. Workload averaged over two years may be considered in determining a suitable replacement.

12.3 Workload Assignment for Professorial Ranks and Instructors

12.3.1 Definitions of Instructional Workload Types

- (a) An instructional workload of 260-280 IHs is Type 1.
- (b) An instructional workload of 305-325 IHs is Type 2.
- (c) An instructional workload of 350-370 IHs is Type 3.

12.3.1.1 For a workload consisting exclusively of courses assigned 45 IHs:

- (a) A Type 1 workload will mean an instructional workload of six courses;
- (b) A Type 2 workload will mean an instructional workload of seven courses;
- (c) A Type 3 workload will mean an instructional workload of eight courses.

- 12.3.2 In each Academic Year, Members will be assigned between 260 and 370 IHs. Normally Members will have a Type 1 or Type 3 instructional workload.

12.3.3 The duties of a Member will be assigned according to the following guidelines:

- (a) Unless a Member is granted an alternative workload pursuant to Article 12.3.5, a Member's workload Type will not change from year to year. In cases where the Dean has approved an alternative workload pursuant to Article 12.3.5, the Dean will communicate the range of approved IHs to the Member and the Chair. In the exceptional circumstance when a Member does not have a workload Type and Article 12.3.5 does not apply, then the Dean, in consultation with the Member, will determine the instructional hour range.
- (b) Instructional assignments will be made by the Member's Chair in consultation with the Member by January 31. If the Member and the Chair cannot agree on a teaching assignment, the Member, the Chair, and the Dean will meet to determine the assignment. A Member who remains dissatisfied with the assignment after the meeting with the Chair and the Dean may request a workload review panel in accordance with Article 12.11.
- (c) Members with a Type 1 or Type 2 instructional workload will engage in scholarly activity. Members are not assigned nor required to have prior approval for specific scholarly activities, but there are expectations for the Member in accordance with Article 12.1.4(c) and Article 10.0

(Criteria for Continuation of Probation, Continuing Status, and Promotion).

- (d) All Members will engage in service. Members are not normally assigned nor required to have prior approval for specific service activities, but there are expectations for the Member in accordance with Article 12.1.4(d) and Article 10.0 (Criteria for Continuation of Probation, Continuing Status, and Promotion).

12.3.4 Members will be available for out-of-class student contact for not less than one hour per week for each three hours of in-class contact per week.

12.3.5 Alternative Workload Assignment

12.3.5.1 A Member may apply to the Dean for an alternative workload assignment. Such application will be made in writing, with appropriate rationale, by September 30 of the Academic Year preceding the Academic Year in which the requested workload change would take effect.

- (a) A Member may request an increase in teaching workload, up to the maximum assignable teaching load of 370 IH. Such a request will not be unreasonably denied.
- (b) A Member with a Type 3 workload may request a Type 1 or Type 2 workload. The rationale for such a request will include a comprehensive proposal for a program of scholarly activity.
- (c) A Member with a Type 2 workload may request a Type 1 workload.
- (d) A Member with a Type 1 or Type 2 workload may request an averaging of instructional workload over a period of three consecutive Academic Years to enable the Member to focus on a scholarly activity project. The rationale for such a request will outline how the full instructional obligations will be met over the three year period and indicate how the alternative distribution will assist with the scholarly activity project.
- (e) A Member may request a reduction of the assigned teaching workload for one Academic Year to address significant scholarly or service activities in that Academic Year.

12.3.5.2 The decision of the Dean regarding requests pursuant to Article 12.3.5.1 will be made in writing, with appropriate rationale for the decision, to the Member by October 31 immediately following the application deadline. The Member's Chair will be notified of the decision.

12.3.5.3 A Member wishing to appeal the decision of the Dean in Article 12.3.5.2 must do so in writing, with appropriate rationale for the appeal, to the Provost by November 15. The decision of the Provost will be communicated in writing by December 15 and such decision will be final.

- 12.3.5.4 The written decision of the Dean pursuant to Article 12.3.5.2 and the written decision of the Provost pursuant to Article 12.3.5.3 will be copied to the Association.

12.3.6 Part-Time Probationary and Continuing Members

- 12.3.6.1 For part-time Probationary and Continuing Members, normal instructional workload will be pro-rated to the terms of the appointment, averaged over two years.
- 12.3.6.2 Additional teaching by a part-time Probationary or Continuing Member in excess of the terms of the part-time appointment will be paid at the Member's normal salary rate and will be accumulated for purposes of increments and vacation pay to a maximum of 100% of a full-time Continuing Member.

12.4 Faculty Development Coordinator Workload Assignment

- 12.4.1 The Faculty Development Coordinator is accountable to the Executive Director, Centre for the Advancement of Faculty Excellence (CAFÉ), for the development, administration and delivery of the faculty development program consistent with the directions and policies of the University Faculty Development Committee and the University.
- 12.4.2 The normal hours of work for a Faculty Development Coordinator will be 35 hours per week.
- 12.4.3 Workload will be determined by the Executive Director of CAFÉ in consultation with the Member.
- 12.4.4 Should the Member not accept their finalized workload the Member may request a Workload Review Panel in accordance with Article 12.11.

12.5 Faculty School Advisor Workload Assignments

- 12.5.1 The normal hours of work for Faculty School Advisors will be 35 hours per week.
- 12.5.2 Duties will be assigned annually to Faculty School Advisors by the Dean after consultation with the appropriate direct supervisor and the affected Faculty School Advisor. When the Faculty School Advisor supports multiple programs, the Dean will assign one supervisor to be the primary contact for prioritizing workload assignments.
- 12.5.3 Where a Faculty School Advisor is qualified to perform the duties of a sessional instructional Member, and where the Faculty School Advisor is requested and consents to perform such duties in addition to their non-instructional duties, he or she will be paid for that instructional workload at the appropriate sessional instructional rates.
- 12.5.4 Should the Member not accept their finalized workload they may request a Workload Review Panel in accordance with Article 12.11.

12.6 Professional Resource Faculty Workload Assignments

12.6.1 Workload Distribution

12.6.1.1 Professional Practice

- (a) A Member's professional practice component will vary between 80% and 95% of an annual workload.
 - (i) All Members will have a minimum of 80% professional practice workload per Academic Year.
 - (ii) The Dean may grant exceptions to this minimum.

12.6.1.2 Service

- (a) A Member's service component will vary between 5% and 20% of an annual workload
- (b) Major forms of service require special consideration. Major forms of service may include Chairing major University wide committees, serving on boards or executives of professional bodies, and other activities, as requested by the University, that require major commitment. A major service activity may be requested by a Member or by the University administration.

12.6.1.3 Application Process for Major Service

- (a) Notice of interest to undertake a major service activity is to be made by the Member through the Chair to the Dean. In consultation with the Chair and the Member, the Dean will approve, or not, the application.
- (b) A major service activity involving a commitment beyond one Academic Year is possible, subject to satisfactory contribution and subject to the operational requirements of the Academic Unit.

12.6.1.4 Scholarly Activity

Scholarly activity for Professional Resource Faculty, when appropriate and necessary, will typically comprise not more than 15% of a Member's workload. Scholarly activity may be requested by the Member through the Chair to the Dean. In consultation with the Chair and the Member, the Dean will approve, or not, the application. The Member may be asked to undertake scholarly activity by the University administration.

12.6.2 Academic Unit Workload Document

12.6.2.1 A workload document is constructed for a professional resource Academic Unit. For the purposes of this article, the Dean will define the composition of the Academic Unit.

12.6.2.2 The Dean will identify the Academic Unit's responsibilities for professional practice, service and possible scholarly activity. These responsibilities will

include operational requirements and also any external requirements for which the Academic Unit is accountable.

- 12.6.2.2.1 It is recognized that these responsibilities are anchored by the commitment to deliver service in support of effective programming.
- 12.6.2.2.2 The workload document is to enable the effective discharge of these responsibilities.
- 12.6.2.3 The percentages described in Article 12.6.2 derive meaning from the construction of a workload document for an Academic Unit. The workload document will:

- (a) Cover all components of responsibility
- (b) Describe the content of each component
- (c) Assign a percentage range to each component

The percentages contained in the workload document will be the basis for understanding the percentages of the components of workloads which vary from the workload document.

- 12.6.2.4 When the Dean and the majority of Probationary and Continuing Members of an Academic Unit agree to develop a workload document, a committee of Members in the Academic Unit, including a Chair from the Academic Unit, will work to develop a draft of this document.

- (a) The development of the workload document will consider:
 - (i) the professional practice, service and possible scholarly responsibilities of the Academic Unit;
 - (ii) the characteristic nature and manner by which operations are discharged in the Academic Unit;
 - (iii) the normal 35 hour work week of professional resource faculty.
- (b) In determining the professional practice component of a workload document, consideration will be given to:
 - (i) Probationary Members in the first year of their employment;
 - (ii) the level of professional development activities;
 - (iii) differences in the scope and difficulty of work assignments.
- (c) In determining the service component of a workload document, consideration will be given to:
 - (i) the level of commitment required for the particular service activity;
 - (ii) the role played by the Member;
 - (iii) the scope of responsibility and nature of the contribution by the Member.

- (d) In determining the scholarly activity component of a workload document, consideration will be given to:
 - (i) multi-year characteristics of research and scholarly activity, including the variation of nature and intensity over time;
 - (ii) the quality and quantity of scholarly activity.

12.6.2.5 When a document is developed and agreed upon by the Members of the Academic Unit, it will be forwarded to the Dean for approval. If the Dean is unable to accept the proposed workload document, he or she will indicate what changes would be necessary to allow for its approval.

12.6.2.6 When the document is approved by the Dean it will become the basis of standard practice for workload assignment in the Academic Unit. Individual workloads will be equivalent in magnitude, but not necessarily in balance, to the workload document of the Academic Unit.

12.6.2.7 Review of the workload document

An Academic Unit may review and revise its workload document if, in the view of the Dean or in the view of the majority of Members of the Academic Unit, one or more of the following applies:

- (a) there has been a significant change in the resources of the Academic Unit;
- (b) there has been a significant change in the operational obligations of the Academic Unit;
- (c) the current workload document does not adequately lead to a fair allocation of workload in the Academic Unit;
- (d) the current workload document impedes the discharge of the Academic Unit's responsibilities.

12.6.3 Workload Assignment

12.6.3.1 Preliminary assignment of a Member's annual workload for the upcoming year will be determined through a discussion between the Chair of the Academic Unit and the Member informed by the workload document for the Academic Unit. This process will be completed by the end of April.

12.6.3.2 Upon completion of the preliminary assignment of annual workload, the Chair will review the faculty workloads for their Academic Unit with the Dean and finalize workloads for the area.

12.6.3.3 Should adjustments to the preliminary assignment be required, the Dean, the Chair and Member will meet to discuss the reasons for the adjustment. Following this discussion the workload will be finalized by the Dean and this workload will represent the Member's finalized workload for the upcoming year. The Dean will normally provide finalized workloads to the Member by June 30.

- 12.6.3.4 If an approved workload document does not exist, the Dean will assign workload, taking into consideration past practice in the Academic Unit, the workload ranges in Article 12.6.2 and the obligations of the Academic Unit in the areas of professional practice, service and, when necessary and appropriate, scholarly activity, and the preceding Member and Chair(s) discussion as in Article 12.6.4.1.
- 12.6.3.5 Should a Member not accept their finalized workload they may request a Workload Review Panel in accordance with Article 12.11.
- 12.6.3.6 It is acknowledged and accepted that a fair application of the workload assignment process may give rise to nominal differences in instructional workload assignments of individuals and across Academic Units.

12.7 Science Lab Supervisor Workload Assignment

- 12.7.1 The normal hours of work for a Science Lab Supervisor will be 35 hours per week.
- 12.7.2 The total number of instructional hours for a Science Lab Supervisor should not exceed 135 in any term.
- 12.7.3 Workload will be determined by the Dean in consultation with the Chair and the Member.
- 12.7.4 Should the Member not accept their finalized workload they may request a Workload Review Panel in accordance with Article 12.11.

12.8 Science Lab Instructor Workload Assignment

- 12.8.1 Science Lab Instructors will support the work of the Department through lab teaching assignments and related duties during non-teaching periods.
- 12.8.2 The instructional workload of a Science Lab Instructor will normally consist of 432 Instructional Hours and two months of related lab duties over a 12 month period.
- 12.8.3 All Science Lab Instructors will be available for out-of-class student contact of five hours per week.
- 12.8.4 Duties will be assigned by the Dean in consultation with the Chair, Science Lab Supervisor and the Member.
- 12.8.5 All Science Lab Instructors are expected to maintain currency in their respective area of discipline.
- 12.8.6 Should the Member not accept their finalized workload they may request a Workload Review Panel in accordance with Article 12.11.

12.9 English as a Second Language Instructor Workload Assignment

- 12.9.1 The workloads for Continuing, Probationary and Full-time Limited-Term ESL Instructors will be assigned by the ESL Program Coordinator and approved by the Dean.

- 12.9.2 A Continuing, Probationary or Full-time Limited-Term ESL Instructor's full-time workload involves teaching for each of the three terms in the Academic Year. In addition to assigned teaching, a Continuing, Probationary or Full-time Limited-Term ESL Instructor will engage in professional development and service in support of the program.
- 12.9.3 The annual in-class workload of a full-time ESL instructor is 1012.5 hours.
- 12.9.4 All ESL Instructors will be available for out-of-class student contact.
- 12.9.5 All ESL Instructors are expected to maintain currency in the field of ESL instruction.
- 12.9.6 All ESL Instructors will engage in service to the University as assigned by the ESL Program Coordinator.
- 12.9.7 Should the Member not accept their finalized workload the Member may request a Workload Review Panel in accordance with Article 12.11.

12.10 Preparation for University and College Instructor Workload Assignment

- 12.10.1 The workloads for Continuing, Probationary and Full-time Limited-Term PUC Instructors will be assigned by the PUC Program Coordinator and approved by the Dean.
- 12.10.2 A Continuing, Probationary or Full-time Limited-Term PUC Instructor's full-time workload involves teaching for each of the three terms in the Academic Year. In addition to assigned teaching, a Continuing, Probationary or Full-time Limited-Term PUC Instructor will engage in professional development and service in support of the program.
- 12.10.3 The annual in-class workload of a full-time PUC instructor is 810 hours.
- 12.10.4 All PUC Instructors will be available for out-of-class student contact.
- 12.10.5 All PUC Instructors are expected to maintain currency in the field of PUC instruction.
- 12.10.6 All PUC Instructors will engage in service to the University as assigned by the PUC Program Coordinator.
- 12.10.7 Should the Member not accept their finalized workload the Member may request a Workload Review Panel in accordance with Article 12.11.

12.11 Workload Review Panel

- 12.11.1 Any Member dissatisfied with her/his finalized workload may file a written Notice of Review with the Dean and send a copy to the President of the Association. The Member will file a Notice of Review within five working days of receipt of their finalized workload.
- 12.11.2 Each Workload Review Panel will be composed of at least the following or their named alternatives:
 - 12.11.2.1 the Dean who will act as non-voting Chair;

- 12.11.2.2 the Chair or the individual responsible for the preliminary workload assigned to the affected Member.
- 12.11.2.3 three Academic or Resource area Members.
 - (a) The Members will pre-select seven Members from the appropriate employment category. The Dean will ensure a democratic process of pre-selection occurs by the end of January each year.
 - (b) When a request for review is filed, the Dean will canvas the seven pre-selected Members, of whom three will serve on the panel.
- 12.11.3 In making its determinations on the merits of the appeal, the Workload Review Panel will review the workload procedures in the appropriate employment category to determine if all the workload assignment procedures have been considered and applied. The Workload Review Panel Members and the Member requesting the review may request the Dean to provide access to the assigned workloads and workload criteria considerations for the appropriate and relevant Members in the Academic Unit.
- 12.11.4 Within 15 working days of the date of the Member's review request, the Workload Review Panel will make a recommendation to the Dean on whether a workload adjustment is warranted.
- 12.11.5 The Dean will, without delay, refer the recommendation of the Workload Review Panel, including dissenting comments, to the Executive Officer whose decision will be final.
- 12.11.6 The Executive Officer will communicate the final decision in writing to the Member within ten working days of receipt of the recommendation. If the appeal is denied, the Executive Officer will provide a written explanation. A copy of the decision will be forwarded to the Association.
- 12.11.7 The financial management for successful appeals will be the responsibility of the Dean of the Faculty or School.

12.12 Overload

- 12.12.1 Overload is for exceptional circumstances and the University and Association acknowledge that excessive amounts of overload may negatively affect a Member's performance.
- 12.12.2 Overload occurs when a Member teaches or provides service in excess of the Member's assigned annual workload in a year.
- 12.12.3 The Dean must provide written authorization to the Chair prior to final confirmation of an overload assignment with the Member.
- 12.12.4 The Dean will authorize overload remuneration as salary in the current Academic Year or as future workload adjustment for the following Academic Year.

12.12.5 Payment of Overload

- 12.12.5.1 If a Member works overload, it will be paid at the applicable rate beginning on the first regular payday following the date on which it can be established that an overload exists and will be paid over the balance of the term.
- 12.12.5.2 In the event that all overload has been worked as of the date on which it was established that an overload exists, then a lump sum payment for such overload will be made on the first regular payday following that date.
- 12.12.5.3 Members who are assigned overload by the Dean will be paid at the appropriate rate based on their current grid step.
- 12.12.6 If a Faculty School Advisor works hours in excess of 35 hours per week then these hours will be considered overload. All overload must be authorized by the appropriate Officer or Administrator or designee, in advance of such time being worked. Overload will either be paid at the appropriate hourly rate or taken as time in lieu.

12.13 External Professional Activities

- 12.13.1 The University recognizes that some Members engage in professional activities external to the University. Professional activities such as consulting, or working for other educational institutions or, healthcare organizations, must not conflict with a Member's responsibilities to the University. Members engaged in external professional activities will, upon request, report the nature and scope of these activities to the Dean.

ARTICLE 13.0 CHAIRS

13.1 General

- 13.1.1 In consultation with the Dean, a Chair provides academic and administrative leadership to an Academic Unit.
- 13.1.2 A Chair is responsible for the functional supervision of faculty and staff in an Academic Unit and advises the Dean in matters where academic expertise is required.
- 13.1.3 A Chair works collegially with Members of an Academic Unit and facilitates communication and interactions between Academic Unit Members and the University community.
- 13.1.4 A Chair encourages a supportive work environment in an Academic Unit and provides mentoring as needed.
- 13.1.5 A Chair supports student learning in an Academic Unit and seeks to resolve disputes informally.
- 13.1.6 English as a Second Language and Preparation for University and College Programs do not have Chairs. Its Program Coordinators will each assume all responsibilities of a Chair. These Program Coordinator positions are not faculty positions.

13.2 Appointment

- 13.2.1 At least six months before a new Chair is required in an Academic Unit, the Dean will seek candidates who are interested in serving as Chair. Candidates will have full-time Continuing appointments in the Academic Unit.
- 13.2.2 The Dean will then appoint a Search Committee, having solicited volunteers. The committee will be composed of four Probationary or Continuing Members from the Academic Unit, as well as a Chair from another Academic Unit. For smaller Academic Units or for reasons of disciplinary expertise, the five voting Members of the committee may be configured differently. The Dean will act as non-voting Chair of the Search Committee.
- 13.2.3 The Search Committee will interview candidates. Candidates will also make a presentation to Members of the Academic Unit, who will have an opportunity to provide feedback to the committee.
- 13.2.4 The Search Committee will make a recommendation to the Dean based on the suitability of candidates. Where more than one candidate is suitable for appointment as Chair, the recommendation will include a rank order.
- 13.2.5 The Dean will, in turn, make a recommendation to the appropriate Executive Officer, incorporating the recommendation of the Search Committee.
- 13.2.6 The Executive Officer will be responsible for the appointment of the Chair.
- 13.2.7 Should the recommendation process be ineffective or impractical, the appropriate Executive Officer may, on the recommendation of the Dean, appoint an Interim Chair for a period of up to twelve months, while a Chair is sought.
- 13.2.8 Chair appointments will be for a three-year term. No Chair will serve more than two consecutive terms, unless the size of the Academic Unit prevents administrative succession. In such exceptions, the full process outlined in Article 13.2 will be followed.
- 13.2.9 Externally recruited Chairs are Members and subject to Article 13.0 (Chairs).

13.3 Reappointment

- 13.3.1 At least six months before the end of a Chair's first term, the Chair will notify the Dean regarding an interest in serving a second term.
- 13.3.2 Chairs seeking reappointment will make a presentation to Members of the Academic Unit, who will then be given an opportunity to provide the Dean feedback on the suitability of reappointment.
- 13.3.3 The Dean will provide the Chair an opportunity to respond in writing to a fair summary of this feedback. The Dean will then meet with the Chair to discuss reappointment.
- 13.3.4 The Dean will make a recommendation to the appropriate Executive Officer, summarizing the feedback from the Academic Unit and the Chair's response.

The feedback and the Chair's response will be available for the Executive Officer to review.

13.3.5 The Executive Officer will be responsible for the reappointment of the Chair.

13.3.6 If the Chair is not reappointed, a Search Committee will be formed and a recommendation made by the process outlined in Article 13.2.

13.4 Resignation and Removal

13.4.1 To resign in good standing from an appointment as Chair, the Chair will advise the Dean, in writing, at least three months prior to the effective date of resignation.

13.4.2 On the recommendation of the Dean, the appropriate Executive Officer may end a Chair's appointment with one month's notice. In such a case, the Chair will receive a lump sum payment equivalent to three months' honorarium.

13.5 Honorarium

A Chair will receive an honorarium in accordance with the attached salary tables.

13.6 Chair Workload

13.6.1 The Dean, after consultation with the Chair concerned, will determine the Chair workload.

13.6.2 Unless waived by the appropriate Executive Officer, the workload of a Chair of an instructional Academic Unit will maintain a component of instruction.

13.6.3 Unless waived by the appropriate Executive Officer, the workload of a Chair of a professional resource Academic Unit will maintain a component of professional practice.

13.6.4 A Member who has completed a term as Chair will be given consideration in the assignment of workload in the year following the Chair's term in order to assist with the resumption of the range of faculty responsibilities.

13.6.5 If a Chair is dissatisfied with a workload assignment resulting from the consultation in Article 13.6.1, he or she may appeal according to Article 13.7 (Workload Appeals).

13.7 Chair Workload Appeals

13.7.1 Within ten working days of the workload being assigned, a Chair considering an appeal will first meet to discuss the subject of the workload appeal with the Dean in an attempt to resolve the matter.

13.7.2 If the Chair and the Dean are unable to resolve the dispute within ten working days of meeting, the Chair may appeal in writing to the appropriate Executive Officer. The Executive Officer and the Chair will meet at the discretion of either party to discuss the subject of the workload appeal.

13.7.3 The Executive Officer will communicate a decision in writing within ten working days of the date that the matter was referred to the Executive Officer.

If the appeal is denied, the Executive Officer will provide a written explanation. A copy of the decision will be sent to the Association.

13.7.4 The decision of the Executive Officer is final.

ARTICLE 14.0 ANNUAL REPORTS AND ANNUAL PERFORMANCE EVALUATION

14.1 For application of Article 14.0 (Annual Reports and Annual Performance Evaluation) to Professional Resource Faculty:

- (a) references to Faculty or School Councils will mean all Professional Resource Faculty holding Probationary, Continuing or Full-time Limited-Term appointments;
- (b) references to Faculty or School Executive Committees will mean a committee of six Professional Resource Faculty from Article 14.1(a) who are elected by a majority ballot of Professional Resource Faculty from Article 14.1(a), and will also include the Administrators to whom Professional Resource Faculty report.

14.2 Annual Reports

14.2.1 An annual report template will be provided by the University. Review of the annual report template will be conducted by the University every three years. Revisions will be made in consultation with Faculty or School Executive Committees.

14.2.2 All Members holding Probationary, Continuing or Full-time Limited-Term appointments are required to submit annual reports on or before September 15 which will detail the Member's annual activities from the previous Academic Year, along with plans with respect to the Member's responsibilities and workload.

14.3 Annual Performance Evaluation

14.3.1 An annual performance evaluation will be conducted for all Probationary, Continuing and Full-time Limited-Term Members.

14.3.2 The purpose of annual performance evaluation is to provide a yearly assessment of performance that allows recognition of a Member's achievements and identifies areas requiring improvement, as appropriate to the Member's academic responsibilities and workload.

14.3.3 A Member will be reviewed in each component of assigned workload, and for each component will be given a designation of meritorious, satisfactory, or unsatisfactory.

14.3.4 An overall assessment of meritorious, satisfactory, or unsatisfactory will be made by considering the individual designations from Article 14.3.3 in relation to the nature of the Member's workload.

14.3.5 No part of this article will preclude informal communication or processes that can contribute constructively to the performance of a Member in their role.

- 14.3.6 Where a Member has been on leave under Articles 21.0 (Leaves of Absence: Sick Leave), 22.0 (Leaves of Absence: Parental Leave), or 23.0 (Other Leaves of Absence), the period of leave will be removed from the period considered in the annual performance evaluation.

14.4 Performance Evaluation Criteria

- 14.4.1 In conjunction with the Dean, the Faculty or School Executive Committee will prepare in writing the criteria for the assessment of performance relating to completion of assigned workload. Criteria for the assessment of performance, including any subsequent modifications, are subject to review by the respective Faculty or School Council.
- 14.4.2 The Dean will provide all Members with a copy of the current appropriate performance evaluation criteria for their respective Faculty, School or professional Academic Unit prior to the commencement of the year under review.
- 14.5 A performance review form will be provided by the University. Creation and revision will be made by the University in consultation with Faculty or School Executive Committees. At minimum it will allow for:
- (a) a summary of the Chair's review of each component of a Member's workload in accordance with Article 14.3.3;
 - (b) a recommended overall assessment by the Chair in accordance with Article 14.3.4;
 - (c) Member commentary on all information entered into the form;
 - (d) a final assessment by the Dean in accordance with Article 14.3.4.

14.6 Review process

- 14.6.1 Annual performance evaluation will be based on all of the following:
- (a) the Member's annual report;
 - (b) the norms of the Member's discipline with respect to the nature of scholarly activity and its outcomes;
 - (c) Member-provided documents relevant to an evaluation of the Member's performance;
 - (d) documents in the Member's official file relevant to an evaluation of the Member's teaching, professional practice, scholarly activity or service in the year under review;
 - (e) for Members with a teaching component, an evaluation of teaching, consistent with Article 11.0 (Evaluation of Teaching).
- 14.6.2 It is the Member's responsibility to provide, in the annual report and any supporting documents, sufficient detail of activities to enable assessment of the Member's performance.
- 14.6.3 The Chair will, for each Member of the Academic Unit other than the Chair:

- (a) conduct a review of performance using the materials outlined in Article 14.6.1 and the criteria provided by Article 14.4;
 - (b) complete the required sections of the performance review form;
 - (c) confer with the Dean throughout the review process, as appropriate.
- 14.6.4 The Chair will provide the Member with a copy of the performance review form. At the request of either the Member or the Chair, the two will meet to discuss the review.
- 14.6.5 The performance review form will be signed by both the Chair and the Member. The Member may add written comments to the review prior to signing the document. Signing of the review by the Member does not constitute agreement with the assessment.
- 14.6.6 The Chair will forward a copy of a signed performance review form for each Member to the Dean by November 15.
- 14.6.7 Using the signed performance review as the basis for the evaluation of each Member, the Dean will complete the annual performance evaluation by assessing the Member overall as being one of satisfactory, unsatisfactory, or meritorious, recording this on the performance review form and providing supporting commentary where appropriate.
- 14.6.8 The Dean will communicate the result of the annual performance evaluation process in writing to each Member by February 1. This will include, at minimum, the completed performance review form, signed by the Dean. The Dean will notify the Chair in writing of the outcome of performance evaluation for all Members in the Academic Unit.
- 14.6.9 A Member has the right to respond in writing to the Dean's evaluation within 15 days of receiving their annual performance evaluation. The response will be kept in the Member's official file alongside the original evaluation report.
- 14.6.10 When the overall performance is assessed as unsatisfactory, the Dean will meet with the Member to discuss the Member's performance. The Dean, in consultation with the Member and the Chair, will develop a performance plan to achieve subsequent satisfactory annual performance evaluation. The Dean will ensure that the Member is offered support and has access to reasonable resources to implement this plan. The plan will be kept in the Member's official file and copies will be provided to the Member and the Chair.
- 14.6.11 A Member has the right to be accompanied by a representative of the Association in meetings with the Dean pursuant to Article 14.6.10.
- 14.6.12 By June 30 the University will provide the Association with the number of Members assessed together with a distribution of performance evaluation outcomes.

14.7 Performance evaluation of Chairs

- 14.7.1 The performance evaluation of a Chair, including that in the year immediately following conclusion of an appointment as Chair, is the responsibility of the

Dean. Article 14.6 will apply; however, the review responsibilities of the Chair described in Articles 14.6.3, 14.6.4, 14.6.5 will be assumed by the Dean.

14.7.2 Each year, the Dean will:

- (a) request that Members in an Academic Unit provide attributable, written feedback on the performance of the Chair, together with any suggestions for improvement, during the Academic Year under review. This feedback will apply only to the responsibilities of the Chair role, as guided by Article 13.1;
- (b) provide the Chair a fair summary of the feedback, protecting the anonymity of Members providing the written feedback;
- (c) provide the Chair with an opportunity to respond to the fair summary;
- (d) use the information as a component of the annual performance evaluation in that year.

14.8 Relationship with rank and title decisions

14.8.1 Annual performance reviews described in this article will be used in rank and title files only as specifically outlined in this collective agreement.

ARTICLE 15.0 RESIGNATIONS

15.1 Proper Notice

15.1.1 To resign from a Faculty position, a Member will so advise the Dean, in writing, not less than four months prior to the resignation date.

15.1.2 Teaching duties or other services may be terminated by mutual agreement between the Member and the Dean and such agreement will constitute resignation with proper notice.

15.2 Failure to Give Proper Notice

15.2.1 In the event that a Member resigns from the University without giving proper notice, the Executive Officer, upon the recommendation of the Dean, may reduce the Member's outstanding vacation balance by one day for each calendar week that the required notice is not given, up to a maximum of five days.

ARTICLE 16.0 ACADEMIC REORGANIZATION

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

16.2 Reorganization means the reduction, deletion or transfer of a Program or Department and will normally occur in the context of institutional academic planning. Academic Governance Council will review potential changes prior to the initiation of reorganization.

- 16.3 Reorganization will normally be achieved in a manner that will protect the employment of Continuing Members.
- 16.4 No reorganization which affects the terms and conditions of employment of Continuing Members may occur without consultation with the Association which may make recommendations to the appropriate Executive Officer.
- 16.5 The Association will be notified in writing and consulted at the earliest stages of planning, will have available to it the required supporting information, and have up to one month to make its recommendations. The Association will be copied on all written communication with Members affected by reorganization.

16.6 Program or Department Deletion

- 16.6.1 For reorganization that involves the deletion of a Program or Department, the Dean will inform the Members of the number and nature of the positions that will be required for each year that some or all of the Program or Department will continue to be offered.
- 16.6.2 Affected Members may apply for early release or continuation on staff for the length of time some or all of the Program or Department will continue.
- 16.6.3 The Dean will consider such applications subject to the qualifications of the Members to teach the required courses, and the needs of the University.

16.7 Program or Department Reduction

- 16.7.1 For a reorganization involving a reduction in the Continuing Members in a Program or Department, an Implementation Committee will be established. The committee will consist of the Dean, who will Chair the committee, and four Continuing Members elected by the Faculty or School Council.
- 16.7.2 The Implementation Committee will recommend criteria for layoffs and recommend the Members to be laid off based on those criteria. The recommendations will be forwarded to the Provost with a copy to the Association. In determining the criteria and making its recommendations, the Committee will consider academic qualifications, academic expertise, performance, and length of service.
- 16.7.3 The Provost is responsible for any decision to lay off a Member. Any Member who is laid off will be notified by the Provost in writing.
- 16.8 Layoffs will only be effected in a Program or Department if the number of Continuing positions subject to layoff is greater than the number of Continuing Members who will retire either in the Academic Year in which the reorganization will take place or in the subsequent Academic Year. Notice of layoff will be not less than six months.
- 16.9 Where a Member is identified for lay off, the University will:
 - (a) make reasonable efforts to re-assign the Member to an equivalent Faculty position that the Member is qualified to perform as per Article 17.0 (Reassignment);

- (b) provide a reasonable opportunity for retraining of the Member for the purpose of reassignment as per Article 17.0 (Reassignment);
 - (c) provide a reasonable opportunity for the Member to transfer to Part-time Probationary or Continuing status.
- 16.10 If a Continuing Member identified for lay off cannot be re-assigned or refuses a retraining opportunity, the Member will be laid off. A Continuing Member who is laid off in this fashion will receive a severance payment equal to the lesser of:
- (a) 1/12 of the Member's annual regular salary for each year of Probationary or Continuing service;
 - (b) the Member's regular annual salary.
- 16.11 If a Member identified for a lay off can be re-assigned to an equivalent position and circumstance but refuses to accept such reassignment, the Member will be laid off and will not receive severance.
- 16.12 In the event that a full-time Continuing Member accepts reassignment to part-time Probationary or Continuing status, the severance payable will be in accordance with the provisions of Article 16.10, pro-rated to the percentage reduction from a full-time position.

16.13 Recall

Should the same, or essentially the same, full-time or part-time Continuing position be reinstated within eighteen months of the effective date of layoff, the Member will be so advised by the University and be given first consideration for reappointment.

- 16.13.1 If more Members apply for reinstatement than the number of vacancies, the selection of Members for reinstatement will be made on the basis of the procedures and criteria in Article 16.7.2.
- 16.13.2 Salary on reappointment will be at the same rate as at layoff, subject to any general salary adjustments in the interim.
- 16.13.3 Should reappointment occur within one year of the layoff date, the severance payment will be repaid proportionately.
- 16.13.4 Should reappointment occur within one year of the effective date of layoff, for the purpose of the Local Authorities Pension Plan, and subject to plan regulations, the period between the layoff date and the reappointment date will be considered a period of leave without pay.

16.14 Layoff under this Article will not be considered nor represented as dismissal.

ARTICLE 17.0 REASSIGNMENT

17.1 Reassignment Procedures

- 17.1.1 The Board acknowledges that while Members are assigned to Academic Units, they are also University employees and reasonable effort must be

made to reassign Members affected by reorganization to other positions they are qualified to fill.

- 17.1.2 A Member adversely affected by reorganization, as described in Article 16.0 (Academic Reorganization), may advise the Provost, in writing, of an interest in being assigned to a position in another area of the University for which the Member is qualified.
- 17.1.3 Following consultation with the Association, and with the Dean and Chair of the identified Academic Unit, the Executive Officer will decide on the proposed reassignment and advise the affected Member in writing of the decision.

17.2 Retraining

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

17.4 Effect on Employment Rights

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

ARTICLE 18.0 DISCIPLINE

18.1 General

- 18.1.1 A Member may be disciplined only for just cause, and only in accordance with the provisions of this article.
- 18.1.2 It is the responsibility of a Member to be familiar with rules and regulations of the University and it is the responsibility of the University to communicate changes to rules and regulations.
- 18.1.3 With the aim of being corrective, discipline will be commensurate with the seriousness of the violation and will be based on the principles of progressive discipline.
- 18.1.4 Discipline may be issued only by the Provost or the Dean. Only the Provost may suspend or dismiss a Member.

- 18.1.5 In recognition of the principles of progressive discipline, the Dean, where appropriate, will bring conduct which is a subject of concern to the attention of a Member in a manner that will assist the Member in correcting the conduct.
- 18.1.6 All written communications from the University to the Member on matters pertaining to discipline will be copied to the Association.
- 18.1.7 At any meeting during the discipline process, a Member will be permitted to be accompanied by a representative of the Association.

18.2 Procedures for discipline

- 18.2.1 Disciplinary action will be initiated only after completion of a fair and thorough investigation. Discipline cannot be imposed based solely on anonymous information.
- 18.2.2 In conducting an investigation, the Dean or designate will:
 - (a) within five working days of commencing the investigation, advise the Member in writing of the nature of the allegation and the scope of the investigation, and invite the Member to respond to the allegation by meeting or by submitting materials, or both, as the Member sees fit;
 - (b) give due consideration, without prejudice, to any evidence from the Member which may expedite or simplify the investigation, or render it unnecessary;
 - (c) conclude the investigation within thirty working days. By mutual agreement of the University and the Association, this deadline may be extended. Such a request will not be unreasonably denied.
- 18.2.3 Notwithstanding Article 18.2.2(a), the Dean may withhold information, or delay notification, if there are reasonable grounds to believe that disclosure will produce a risk of significant harm to another person or that it will hinder significantly the investigation. If there is any withholding or delay in notification on either of these grounds, when the Member is first notified, the notice will include information of the withholding or delay and an explanation of the basis for it. No withholding of information or delay in notification can extend beyond the notification of the tentative results of the investigation, at which point all withheld information must be, or have been, disclosed.
- 18.2.4 The Provost or the Dean will notify the Member in writing of the tentative results of the investigation within five working days of the conclusion of the investigation.
- 18.2.5 Notification under Article 18.2.4 will either advise the Member that no discipline will be imposed or will invite the Member to attend a meeting to discuss the tentative results of the investigation and any proposed discipline. An attempt will be made at the meeting to resolve the matter in a manner satisfactory to all concerned.
- 18.2.6 If a decision is made to invoke discipline, the Provost or the Dean will accompany such disciplinary measure with the specific details to support the

decision. This written discipline will be sent within five working days of the meeting provided for in Article 18.2.5.

- 18.2.7 An individual who is removed from the University outside of this article will receive full pay and benefits. Removal under Article 18.2.7 is, itself, not a disciplinary measure.

18.3 Forms of discipline

- 18.3.1 Disciplinary measures, listed in increasing order of severity, are:

- (a) a letter of warning;
- (b) a letter of reprimand;
- (c) suspension with pay;
- (d) suspension without pay;
- (e) dismissal.

- 18.3.2 A letter of warning or reprimand must be clearly identified as being a disciplinary measure. The letter will include a statement of the actions that the Member should take to correct the conduct.

- (a) a Member who disagrees with the substance of a letter of warning or reprimand may file a written reply, which will form part of the Member's official file. The letter will, however, remain as a disciplinary measure, subject to any grievance on the matter, per Article 4.0 (Disputes and Grievances);
- (b) the failure of a Member to grieve a letter of warning or reprimand will not be deemed an admission of guilt.

- 18.3.3 Dismissal means the termination for just cause of a Probationary or Contractually-Limited appointment before the date specified in the Member's contract, or the termination of a Continuing appointment for just cause at any time other than the Member's retirement.

- 18.3.4 Layoff pursuant to Article 16.0 (Academic Reorganization), failure to grant Continuing status, or failure to renew a Contractually-Limited appointment will not constitute dismissal.

- 18.3.5 There will be no grievance according to Article 4.0 (Disputes and Grievances) upon the non-renewal of an appointment at the end of a contractually specified Probationary term, or a Contractually-Limited appointment.

18.4 Restrictions on discipline

- 18.4.1 No investigation under this article will be initiated by the University more than six months after it knew or ought reasonably to have known about the facts that could be the basis for discipline.
- 18.4.2 Any record of discipline will be deemed to be removed from a Member's official file after a period of 24 months from the date of the letter issuing the

discipline, provided that no subsequent letters detailing disciplinary action have been placed in the Member's official file during that period.

- 18.4.3 A Member may not be disciplined for violation of a rule or regulation that has not been communicated by the University.
- 18.4.4 Disciplinary processes must be kept distinct from academic assessments, such as those used in the processes of appointment to Continuing status, promotion decisions, and annual performance evaluation.
 - (a) The fact that a disciplinary measure has been imposed or is contemplated cannot in itself be considered in an academic assessment; however, the facts that resulted or may result in the imposition of discipline may be considered if relevant to the academic assessment;
 - (b) Findings arising from an academic assessment can lead to discipline only when the process provided for in this article has been followed.

ARTICLE 19.0 SALARY

19.1 Salary Tables

- 19.1.1 Full-time Members will be paid in accordance with the attached salary tables.
- 19.1.2 Members holding other than full-time appointments will be paid, pro rata, in accordance with the rates established therein.
 - 19.1.1.1 Instructional Members paid on an Instructional Hour basis will be paid according to the appropriate sessional instructional faculty rate.
 - 19.1.1.2 Non-instructional Members paid on an hourly basis will be paid according to the appropriate sessional faculty hourly rate.

19.2 Exceptions

- 19.2.1 The University reserves the right to pay in excess of the ranges and increments set forth herein in the case of appointment of Members with unique or special skills.

19.3 Minimum Qualifications

- 19.3.1 The minimum qualifications required for Members will be determined by the Dean in consultation with the Chair.
- 19.3.2 It is recognized that a Member's qualifications must be assessed in the context of each individual case, as determined by their expertise and ability.

19.4 Recognition of Relevant Experience

- 19.4.1 In determining increments for post-secondary teaching or other relevant work experience, the maximum experience recognized for placement purposes will be one year in any twelve month period.

- 19.4.2 Previous post-secondary teaching for instructional staff and/or relevant work experience for Professional Resource Faculty will be recognized at a ratio of one increment for each year of such experience.
- 19.4.3 Relevant work experience and relevant teaching experience, other than post-secondary, will be recognized at a ratio of one increment for each two years of such experience.

19.5 Initial Placement

19.5.1 Instructors and Professorial Ranks, Professional Resource Faculty, and the Faculty Development Coordinator

- 19.5.1.1 Subject to Article 19.2 (Exceptions), upon initial placement a Member will not be placed higher than 8.5 on the salary scale.
- 19.5.1.2 Placement on the base of Category A of the salary scale will be contingent upon the attainment of 14 years of scholary which will be considered to be achieved through:
- (a) the equivalent of a community college diploma, or
 - (b) the completion of two years of formal education at the post secondary level, or
 - (c) the equivalent of four years relevant work experience in the Member's field.
- 19.5.1.3 Experience used for the purpose of placement at the base will not be considered for incremental purposes.

19.5.2 Faculty School Advisors

- 19.5.2.1 Subject to Article 19.2 (Exceptions), upon initial placement a Faculty School Advisor will not be placed higher than 8.5 on the salary scale.

19.5.3 Science Lab Supervisors

- 19.5.3.1 Subject to Article 19.2 (Exceptions), upon initial placement a Science Lab Supervisor will not be placed higher than 4.0 on the salary scale.

19.5.4 Science Lab Instructors

- 19.5.4.1 Subject to Article 19.2 (Exceptions), upon initial placement a Science Lab Instructor will not be placed higher than 7.0 on the salary scale.

19.5.5 PUC and ESL Faculty

- 19.5.5.1 Subject to Article 19.2 (Exceptions), upon initial placement a PUC or ESL Member will not be placed higher than 5.0 on the salary scale.

19.6 Professional Designation

- 19.6.1 A Member holding a professional designation as a condition of employment in the University will maintain such designation in good standing.

19.7 Academic Qualifications

- 19.7.1 The placement of a Member's salary in a particular salary grid will be determined in recognition of the academic qualifications held by the Member that are relevant to the Member's area of service.
- 19.7.2 After the initial appointment, where a Member completes requirements for a higher Category, as specified in Article 19.7 (Academic Qualifications), the Member will have his or her salary adjusted effective July 1 or January 1 following validation of the additional qualifications.
- 19.7.3 Faculty School Advisors
- (A) non degree
 - (B) bachelor's degree
- 19.7.4 Instructors and Professorial Ranks, Professional Resource Faculty and the Faculty Development Coordinator
- (A) non degree
 - (B) bachelor's degree
 - (C) master's degree
 - (D) earned degree at the doctoral level
- 19.7.5 Nurse Educator Faculty
- (B) bachelor's degree
 - (C) master's degree
- 19.7.6 PUC and ESL Faculty
- (Four) four years of post-secondary education
 - (Five) five years of post-secondary education
 - (Six) six years of post-secondary education
- All credentials must conform to the Ministerial Statement on Quality Assurance of Degree Education in Canada, sponsored by the Council of Ministers of Education, Canada, or equivalent statements.

19.8 Special Qualifications

- 19.8.1 Under special circumstances a Member may request that his or her placement in a particular Category be reviewed.
- 19.8.1.1 The request will be submitted in writing to the Member's Dean. Within 30 calendar days of receipt of the request, the Dean will forward it, along with their recommendation, to the Executive Officer for consideration.
- 19.8.1.2 Within 30 calendar days of receipt of the Member's request and the Dean's recommendation, the Executive Officer will communicate the decision, in writing, to the Member.

19.9 Increments

19.9.1 Annual increments

- 19.9.1.1 A full-time Probationary or Continuing Member will receive one increment at the end of that year, and
- (a) Subject to the provisions of Article 12.3.6.2, a part-time Probationary or Continuing Member will receive one-half increment at the end of that year.
 - (b) A Probationary or Continuing Member who performs less than an annual workload or is employed by the University for less than two (2) instructional terms in an Academic Year, may have increments pro-rated to the term of the appointment.
- 19.9.1.2 As a result of Article 14.0 (Annual Performance Evaluation) and apart from the annual increment in Article 19.9.1.1:
- (a) a Member whose performance has been deemed meritorious will receive an award equal to the value of the next increment on the annual salary schedule, based on the Member's placement after Article 19.9.1.1. A Member at the top of the salary schedule will receive an award equal to the value of the current earned increment. The award will be distributed evenly over one year.
 - (b) a Member whose performance has been deemed unsatisfactory over a period of two consecutive years will have an amount equal to the current earned increment withheld. This withholding will be distributed evenly over one year.
- 19.9.2 A Member who is advised that his or her increment is being withheld will have the right to grieve at Step 1 of Article 4.2 (Informal Dispute Resolution and Grievance Procedures).
- 19.9.3 Increments, awards or withholdings will take effect on July 1 following the year of service for which the increment, award or withholding is determined.

19.10 Payments

- 19.10.1 The University will pay each Member their salary entitlement no later than ten calendar days following the end of each pay period. If the University proposes to change this date, the University will provide the Association with a minimum of six months' notice of the change.
- 19.10.2 All payroll deductions that are tax-deductible, including the Association's annual membership fees and including charitable donations, will be included on each Member's T4 slip.
- 19.10.3 In the event that administrative errors or omissions occur in some or all of the payroll, necessary corrections or adjustments may be made immediately by the University.
- 19.10.3.1 In the event that such errors exceed \$50.00 and no mutually acceptable arrangement for repayment can be reached between the University and

the affected Member, then the period of time within which the necessary corrections or adjustments may be made will equal the time during which the error or omission was accumulated; that is, the recovery of any overpayment will be prorated over such period of time as is equal to the time during which such overpayment was accumulated.

- 19.10.4 The University will administer the deduction and remittance of premiums or other payments required for any existing plans approved by the Association for the benefit of its Members and, where mutually agreed, the administration of any new plans entered into after the execution of this Agreement.

19.11 Appeals on Salary Placement

- 19.11.1 There will be no grievance under Article 4.0 (Disputes and Grievances) regarding salary placement, except for omissions or errors in interpretation.

ARTICLE 20.0 STATUTORY HOLIDAYS AND VACATION ENTITLEMENT

20.1 Statutory Holidays

- 20.1.1 All Members will have the following statutory holidays:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Floater Holidays (3)
Civic Holiday in August	

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

- 20.1.1.1 In the event that any of these holidays fall upon a Saturday or Sunday, the University will observe the holiday the next following Monday or as otherwise declared to be observed for employees of the Government of the Province of Alberta.
- 20.1.1.2 The dates of observance of the Christmas floater holidays will be at the discretion of the University, but will be scheduled to ensure that Members are not expected to attend work between Christmas Day and New Years Day, inclusive.
- 20.1.2 These holidays will not be included as part of a Member's vacation entitlement.

20.2 Vacation Entitlement

- 20.2.1 For the purposes of vacation accruals “Full-time” will include Continuing, Probationary and Full-time Limited-Term Members.
- 20.2.2 Instructors and Professorial ranks, Professional Resource Faculty, Lab Instructor and Lab Supervisor Members on Full-time appointments will receive annually a vacation entitlement of 44 days excluding Saturdays, Sundays, and statutory holidays accrued at the rate of 11.8461 hours per bi-weekly pay period.
- 20.2.3 English as a Second Language Members on Full-time appointments will receive annually a vacation entitlement of 25 days excluding Saturdays, Sundays, and statutory holidays accrued at the rate of 6.7307 hours per bi-weekly pay period.
- 20.2.4 Preparation for University and College Members on Full-time appointments will receive annually a vacation entitlement of 30 days excluding Saturdays, Sundays, and statutory holidays accrued at the rate of 8.0769 hours per bi-weekly pay period.
- 20.2.5 The Faculty Development Coordinator and Faculty School Advisors on Full-time appointments will receive annually a vacation entitlement of 20 days per year during the first five years of service accrued at the rate of 5.3846 hours per biweekly pay period, 25 days per year during the sixth through tenth years of service accrued at the rate of 6.7307 hours per biweekly pay period and 30 days per year thereafter accrued at the rate of 8.0769 hours per biweekly pay period, excluding Saturdays, Sundays, and statutory holidays.
- 20.2.6 Continuing and Probationary Members on Part-time appointments will receive vacation entitlements at one half the rate of that for Full-time Members.
- 20.2.7 By January 1 of each year, all Members will provide the Dean with their anticipated vacation plan which includes dates and which utilizes all the Member’s annual vacation hours. The vacation plan will not interfere with the Member’s workload obligations.
- 20.2.8 For administrative purposes, the vacation accrual rates contained in this article are subject to rounding resulting in small differences in the stated annual allotments

20.3 Payment Adjustments

- 20.3.1 The University will not make payment to a Member in lieu of unused vacation entitlement, other than in the case of resignation with proper notice, unless prior arrangements are approved by an Executive Officer.
- 20.3.2 A Member who takes vacation in advance, and then leaves the University, will refund to the University an amount of money equal to the Member’s pay for the unearned period of vacation.
- 20.3.3 If the University requires the services of a Member during his or her vacation period, and if the Member agrees to serve, then carry-over will be approved.

20.4 Vacation Carry-over

- 20.4.1 "Vacation year" is defined as the period January 1 to December 31 following.
- 20.4.2 On January 1 of each year, a Member's maximum vacation accrual will be one half of an annual vacation allocation. Any Member in excess of this amount must have written carry-over permission from the Dean.
- 20.4.3 In exceptional circumstances, the Member may receive written approval from their Dean to carry-over more than one half of an annual vacation entitlement. The approval by the Dean will include a vacation plan for the Member which outlines how the carry-over vacation will be utilized in the next vacation year. This approval will be forwarded to Human Resources by December 1 each year.
- 20.4.3.1 Should a Member take more than their full annual vacation allotment, the Dean will inform Human Resources as to the amount of vacation taken in excess of the annual allocation. Human Resources will reduce the Member's vacation balance by this amount.
- 20.4.4 In January of each year, in the cases where no approval for vacation carry-over is received, Human Resources will identify Members with excess vacation balances and reduce the Member's vacation bank to the maximum allocation set out under Article 20.4.2. There will be no payment for the hours reduced.

20.5 Vacation Call-back

- 20.5.1 Where a Member who is on vacation is called back by the University and where it is not appropriate for the Member to name an alternate, then the day of such call-back will not constitute a day of vacation.

ARTICLE 21.0 LEAVES OF ABSENCE: SICK LEAVE

21.1 Definitions

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

21.2 Continuing and Probationary Members

- 21.2.1 Each Probationary or Continuing Member will be entitled to an annual sick leave allowance of:
- (a) 18 full working days per Academic Year for full-time Members, and
 - (b) 9 full working days per Academic Year for part-time Members.

- (c) Where a Member is initially appointed on a date other than the first day of the fiscal year the Member's Annual Sick Leave Allowance will be pro-rated accordingly.
- 21.2.2 Where all or part of a Continuing or Probationary Member's Annual Sick Leave Allowance has not been used by the end of the fiscal year, the unused Annual Sick Leave Allowance will be transferred to the Member's Accumulated Sick Leave Allowance, and will be carried forward into the following and subsequent fiscal years.
- 21.2.3 Notwithstanding any other provision of this Article, a Probationary or Continuing Member will be entitled to full salary during absence from duties because of illness:
 - (a) for full-time Members, a maximum of 45 full working days in any one Academic Year, and
 - (b) for part-time Members, a maximum of 25 full working days in any one Academic Year.
 - (c) in any one Academic Year, the combined total of annual sick leave allowance and accumulated sick leave allowance will not exceed the limits specified in Article 21.2.3 (a) and Article 21.2.3 (b), as applicable.
- 21.2.4 A Member may draw unearned sick leave to the extent required to qualify him or her for weekly indemnity benefits.
- 21.2.5 In the event that a Member voluntarily terminates employment with the University, any utilized sick leave allowance which has been unearned may be recovered by charging it against the Member's vacation entitlement.
- 21.2.6 A Member who has been in receipt of long term disability benefits for a period of 24 consecutive months may have his or her employment terminated provided:
 - (a) the termination is recommended by their Dean and Executive Officer and approved by the University President.
 - (b) the termination will not prejudice the Member's eligibility for long term disability benefits.
 - (c) medical and benefit underwriter prognosis is that the Member will be unable to return to their own or an equivalent position in the University in the foreseeable future.
- 21.2.7 Subject to plan regulations and underwriter approval:
 - (a) with the exception of vacation and sick leave accrual and statutory holidays, the employee benefits the Member was participating in at the time the Member's disability commenced will continue at no cost to him or her during the Member's weekly indemnity benefit period and until he or she has received long term disability benefits for 24 months.

- (b) long term disability benefits will continue until the earlier of: the Member is no longer entitled to such benefits according to the plan definition, becomes age 65, or receives retirement benefits from the Local Authorities Pension Plan (or equivalent).
- (c) the University will pay the employer and employee contributions to the Local Authorities Pension Plan (or equivalent) as long as the Member remains eligible for long term disability benefits or begins to receive pension plan benefits.
- (d) life insurance coverage at the rate in effect at the time the Member became disabled will continue at no cost to the Member as long as he or she remains eligible for long term disability benefits.

21.3 Nurse Educators and Full-Time Limited-Term Members

- 21.3.1 A Member on a Nurse Educator or Full-time Limited-Term appointment is entitled, proportionate to the length of his or her appointment, to the benefits of this Article that are not expressly modified by this sub-clause.
- 21.3.2 Subject to the provisions of this Article, a Member on a Nurse Educator or Full-time Limited-Term appointment will be protected from loss of salary because of illness only where such illness occurs during the term of the appointment.
- 21.3.3 Where 12 consecutive months or more elapse between appointments, a Member on a Nurse Educator or Full-time Limited-Term appointment may not carry forward previously accumulated sick leave allowance.

21.4 Payment in Lieu

- 21.4.1 The University will not make any payment in lieu of unused Annual or Accumulated Sick Leave Allowance.

21.5 Additional Sick Leave

- 21.5.1 Notwithstanding any other provision of this Article, the Executive Officer, upon the recommendation of the Dean may grant additional sick leave.

21.6 Notice of Return after Leave

- 21.6.1 Instructional Members on sick leave must notify their Chairs of their intent to return to work at least two months prior to the start of a new teaching term.
- 21.6.2 In the absence of notice described in Article 21.6.1, the Member will be presumed to be unable to teach in the upcoming term. The Chair will assign courses as necessary to fulfill the teaching obligations of the department, in the Member's absence.
- 21.6.3 A Member who fails to provide notice of return two months prior to the start of term and who subsequently becomes available for work in the same term will be required to develop, with the Chair, a revised workload for the remainder of the Academic Year. The revised workload requires the approval of the Dean.

ARTICLE 22.0 LEAVES OF ABSENCE: PARENTAL LEAVE

22.1 Probationary and Continuing Members will be eligible for parental leave under the following conditions:

22.1.1 After one year of employment, female Members will be entitled up to 12 months maternity leave without salary which may be extended by the Executive Officer upon the recommendation of the Dean.

22.1.2 In addition, eligible Members will be entitled to benefits under the Supplemental Employment Insurance Benefit (SEIB) in accordance with Appendix I.

22.1.3 The Parental Leave as described in this Article may be taken wholly or shared by either parent.

22.1.4 If the parents of the child are both employed by the University, the University is not required to grant parental leave to more than one employee at a time.

22.2 Notice of Leave

22.2.1 A Member who takes parental leave will give the Dean at least four months' notice, in writing, of the expected date of delivery of the child.

22.2.2 Where possible, the Member will give the Dean at least two weeks' notice in writing of any changes to the original leave request referred to in Article 22.2.1.

22.2.3 Notice of Return from Leave

22.2.3.1 The Member will give the Dean at least two months' notice, in writing, of intent to resume duties.

22.2.4 Benefits While on Maternity Leave

22.2.4.1 Members eligible for sick leave, short term disability, or long term disability may apply for those benefits in the event they become disabled during the health-related portion of their pregnancy. The "health-related portion of their pregnancy" will mean that period of pregnancy prior to and following childbirth during which the Member is disabled and such disability is substantiated by satisfactory medical evidence.

22.3 Adoption Leave

22.3.1 With the exception of Article 22.2. (Notice of Leave), and Article 22.2.4 (Benefits While on Maternity Leave) the provisions of this Article also apply in cases of legal adoption.

22.4 Paternity Leave

22.4.1 An employee will be granted two days leave with pay to be present at the birth or adoption proceedings of the employee's child.

ARTICLE 23.0 OTHER LEAVES OF ABSENCE

23.1 Professional Service Leave

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

23.2 Court Appearance Leave

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

23.2.2 Where a Member is released from his or her normal duties for the express purpose of serving as a juror or a Crown Witness, such Member will reimburse the University all monies paid by the Court, except for travelling, accommodation, and meal allowance not paid to the Member by the University.

23.2.3 In other cases where a Member is required to appear in Court as a party or witness, a leave of absence without pay will be granted for a period of time reasonably required by such court appearance.

23.3 Leave to seek Provincial or Federal Election

23.3.1 Where a Member stands for election to the Alberta Legislature or Canadian House of Commons, the University will grant the Member leave of absence without pay to campaign once an election is called.

23.3.2 If the Member is elected, he or she will be paid for unused vacation entitlement and may be granted a leave of absence according to Article 23.6.

23.4 Compassionate Care Leave

23.4.1 A Member who has completed 52 consecutive weeks of employment with the University and who requires leave to care for a qualified family member who is gravely ill, and for whom the Member is the primary caregiver, will be entitled to up to eight weeks of leave without pay.

23.4.2 Members are required to submit to the University satisfactory proof of the need for Compassionate Care Leave, including a physician's certificate demonstrating that the qualified family member has a significant risk of death within a 26 week window.

23.4.3 Members will provide at least two weeks' written notice to the Dean of the requirement for the leave, unless circumstances necessitate a shorter period.

23.4.4 The leave may be broken into two different periods. The second period of leave must be taken before the 26 week window expires. A leave period must be at least one week long.

23.4.5 If a Member has taken a Compassionate Care Leave within the 26 week window, and the family member remains gravely ill, the Member may take

another Compassionate Care Leave within the next 26 week window. The Member must submit a new physician's certificate per Article 23.4.2 and the notice period per Article 23.4.3 will apply.

23.4.6 When a Member on Compassionate Care Leave returns to work, the Member will provide at least two weeks' written notice to the Dean of the intent to return to work. A Member and the Dean may agree in writing to a return to work date with less than two weeks' notice.

23.4.7 Extensions to this leave may be granted by the Dean.

23.5 Bereavement Leave

23.5.1 In the event of the death of:

- (a) a spouse, parent, guardian, grandparent, child, foster child, brother or sister of a Member or the Member's spouse,
- (b) a person permanently residing with the Member,
- (c) a qualified family member for whom the Member is the primary caregiver per Article 23.4,

the Member will be entitled to leave with pay for a period of up to five working days. If such days are not taken consecutively they will be scheduled at a time mutually agreed to between the Member and the Member's Dean.

23.5.2 Under special circumstances extensions to bereavement leaves may be granted by the Dean.

23.6 Other Leave without Pay

23.6.1 Upon the request of a Continuing or Probationary Member, an Executive Officer may grant such other leaves of absence without pay as is considered appropriate in the circumstances.

23.7 Notice of Return after Leave

23.7.1 With the exception of leaves described by Articles 23.4 and 23.5, instructional Members on leave must notify their Chairs of their intent to return to work at least two months prior to the start of a new teaching term.

23.7.2 In the absence of notice described in Article 23.7.1, the Member will be presumed to be unable to teach in the upcoming term. The Chair will assign courses as necessary to fulfill the teaching obligations of the department, in the Member's absence.

23.7.3 A Member who fails to provide notice of return two months prior to the start of term and who subsequently becomes available for work in the same term will be required to develop, with the Chair, a revised workload for the remainder of the Academic Year. The revised workload requires the approval of the Dean.

ARTICLE 24.0 BENEFITS FOR THOSE ON LEAVE

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

ARTICLE 25.0 BENEFITS

25.1 Benefit Plans

- 25.1.1 The Board agrees to contribute the following toward employee Benefit Plan premiums for Probationary and Continuing Members participating in a University Group Plan.
- (a) Supplementary Health Care Plan – 80% of the single or family premium.
 - (b) Dental Care Plan – 80% of the single or family premium.
 - (c) Health Spending Account – 100% of the annual maximum.
- 25.1.2 In the event, at any time during the life of this Agreement, any changes to the plans are contemplated by either party, such changes will only be implemented upon the mutual agreement of the Board and the Association.
- 25.1.3 The benefit plans provided for under this Agreement will be governed by the assuring agreements between the Board and the Carriers.

ARTICLE 26.0 FACULTY PROFESSIONAL DEVELOPMENT

26.1 Application of Faculty Development Policy

- 26.1.1 The Board and the Association agree that Board Policy D2090 (Faculty Development) and D2080 (Sabbatical Leaves) will apply to the parties to this Agreement.

26.2 Faculty Professional Development Funding

- 26.2.1 The Board will provide funding for faculty professional development activities at the rate of 2.6% of total current faculty salaries as earned (Continuing, Probationary and all Contractually-Limited appointments).
- 26.2.2 Faculty development funds will be made available to the Centre for the Advancement of Faculty Excellence on September 1.
- 26.2.3 Professional Development funding will be allocated:
- (a) Not less than forty percent to faculty development, exclusive of Sabbatical Leaves, and
 - (b) Not less than forty percent to Sabbatical Leaves.
- 26.2.4 The University will, on behalf of the University Faculty Development Committee, carry unused funds assigned for faculty professional development

from one contract year to the next for the exclusive purpose of supporting faculty professional development activities.

- 26.2.5 Funding allocated for sabbatical leaves will be utilized to financially assist faculty granted educational leaves of absence in accordance with the sabbatical leave provisions of Board Policy D2080 (Sabbatical Leaves). Such funding will provide for at least the salaries, accrued paid leaves, and employer contributions to the University Employee Benefit Programs for the Members on leave, but will not include any costs related to replacement of the Members on leave.

ARTICLE 27.0 CONTRACTUALLY-LIMITED APPOINTMENTS

- 27.1 This article outlines definitions and procedures related to Contractually-Limited appointments. All other terms and conditions of the collective agreement will apply except as otherwise described in this article.

27.2 Full-Time Limited-Term Appointments

- 27.2.1 Members hired to Full-time Limited-Term positions are appointed for one to three years, with the duration determined at the time of appointment.
- 27.2.2 Members on Full-time Limited-Term appointments will carry a full-time workload as determined in Article 12.0 (Workload Assignment).
- 27.2.3 Members on Full-time Limited-Term appointments will be hired using the procedures described in Article 8.0 (Appointment of Academic Staff).

27.2.4 Dismissal

The appointment of a Full-time Limited-Term Member may be terminated before the date specified by their contract only in accordance with Article 16.0 (Academic Reorganization) or for just cause in accordance with the provisions of Article 18.0 (Discipline).

27.2.5 Workload Assignment

Workload assignment for Full-time Limited-Term Members will be in accordance with Article 12.0 (Workload Assignment).

27.2.6 Salary

Salary for Members on Full-time Limited-Term appointments will be determined in the same manner as for Continuing and Probationary Members, as in Article 19.0 (Salary).

27.2.7 Increments

Full-time Limited-Term appointments with duration of greater than one year will be subject to the provisions of Articles 14.0 (Annual Reports and Annual Performance Evaluation) and 19.9 (Increments).

27.2.8 Vacation Entitlement

Members on Full-time Limited-Term appointments will receive annually, a vacation entitlement in accordance with Article 20.2 (Vacation Entitlement).

27.2.9 Benefits

Members on Full-time Limited-Term appointments will receive benefits equivalent to those described in Article 25.1 (Benefit Plans) for full-time Members.

27.3 Sessional and Sessional-Extended Appointments

27.3.1 Sessional Appointments

- 27.3.1.1 Members hired as Sessionals are appointed for a fixed period.
- 27.3.1.2 Sessional appointments are not precursors to Full-time Limited-Term, Probationary, or Continuing appointments.
- 27.3.1.3 Sessional appointments are made by the Dean on the recommendation of the Chair of the Academic Unit concerned.
- 27.3.1.4 Reappointments are subject to a record of good teaching or professional practice, and a record of satisfactory performance of assigned duties. It is the Member's responsibility to provide sufficient information to enable the Chair to assess the Member's performance. Notwithstanding Article 11.0 (Evaluation of Teaching), the submission of a dossier is optional. The Chair will base the assessment on the information reasonably available to the Chair for the period under review.

27.3.2 Sessional-Extended Appointments

- 27.3.2.1 A Sessional-Extended appointment is a Sessional appointment with a specified minimum workload offer, guaranteed for three years.
- 27.3.2.2 All other articles related to Sessional Members will also apply to Sessional-Extended Members.
- 27.3.2.3 These positions include a minimum workload offer of:
 - (a) 270 IH per year for instructional Members.
 - (b) 1092 hours per year for Professional Resource Faculty.
 - (c) 486 hours per year for Preparation for University and College Faculty.
 - (d) 607.5 hours per year for English as a Second Language Faculty.
- 27.3.2.4 Workload for Sessional-Extended Members is comprised of instruction or professional practice, but may include service if approved by the Dean.
- 27.3.2.5 For appointment to a Sessional-Extended position or renewal of a Sessional-Extended appointment, a Sessional Review Committee will be created. The Committee will consist of
 - (a) The Dean, as non-voting Chair of the Committee;
 - (b) The Chair of the Academic Unit;

- (c) Two other Continuing or Probationary Members of the Academic Unit.

The members in (c) will be selected in accordance with Article 9.2.4. Quorum will be the full membership of the Committee.

27.3.2.6 Initial appointment will be initiated as in Article 27.3.3.

27.3.3 Transfer of Sessional to Sessional-Extended Appointments

27.3.3.1 Sessionals who have been appointed for a minimum of 0.6 FTE (as per the minimums in Article 27.3.2.3) for three consecutive Academic Years may apply in writing for a Sessional-Extended appointment. The application will include the Member's up-to-date dossier and will be sent to the Dean by March 1.

27.3.3.2 By May 1, a Member's request for a Sessional-Extended appointment must be considered by a Sessional Review Committee.

27.3.3.3 In its deliberations, the Committee will consider the following motion: "That the Member's performance in the duties that constitute the Member's assigned workload, as demonstrated by the evidence submitted, merits a Sessional-Extended appointment."

27.3.3.4 Passage of the motion constitutes a recommendation to the Dean that a Sessional-Extended appointment be granted. Failure of the motion to carry constitutes a recommendation to the Dean that a Sessional-Extended appointment not be granted.

27.3.3.5 The written decision of the Dean, including reasons for any denial, will be forwarded to the Sessional Member, to the Chair of the Academic Unit, and to the Association by July 1.

27.3.3.6 If a Sessional Member is denied a Sessional-Extended appointment, that Member may be reappointed as a Sessional.

27.3.3.7 Notwithstanding Article 27.3.3.1, at the request of the Dean, the Sessional Review Committee may consider and make recommendations concerning an appointment of a Member to a Sessional-Extended position. Recommendations of the committee will be made to the Dean by May 1.

27.3.4 Renewal of Sessional-Extended Appointments

27.3.4.1 Chairs will arrange for peer-review of teaching or professional practice for all Sessional-Extended Members, at least once per Academic Year.

27.3.4.2 By March 1, a Member eligible for renewal will provide the Committee evidence of performance in assigned workload over the Sessional-Extended appointment, sufficient for reappointment.

27.3.4.3 By May 1, a Member's request for renewal of Sessional-Extended appointment must be considered by a Sessional Review Committee.

27.3.4.4 It is the responsibility of the Member to make, in writing, a case for renewal. However, the Member has the right to attend the beginning of the

meeting held by the Committee, before it deliberates, in order to make a statement and to offer to clarify elements of the Member's submission.

- 27.3.4.5 In its deliberations, the Committee will consider the following motion: "That the Member's performance in the duties that constitute the Member's assigned workload, as demonstrated by the evidence submitted, is sufficient for reappointment."
- 27.3.4.6 Passage of the motion constitutes a recommendation to the Dean that renewal of the Sessional-Extended appointment be granted. Failure of the motion to carry constitutes a recommendation to the Dean that the Sessional-Extended appointment not be renewed.
- 27.3.4.7 The written decision of the Dean, including reasons for any denial, will be forwarded to the Member, to the Chair of the Academic Unit, and to the Association by June 1.
- 27.3.4.8 If a Sessional-Extended appointment is not renewed, that Member may be reappointed as a Sessional.

27.3.5 Workload

- 27.3.5.1 When a scheduled course is available to be taught by a Sessional, first consideration for appointment to teach the course will be given to the Member who last taught it, provided the Member has satisfactorily taught it at least five times during the previous five Academic Years.
- 27.3.5.2 A scheduled course is considered available when it is not required to make up a Probationary, Continuing or Full-time Limited-Term Member's workload.
- 27.3.5.3 First consideration will mean the obligation to consider first, and in good faith, the application of any eligible Sessional.
- 27.3.5.4 First consideration does not mean that the University is under an obligation to actually appoint or re-appoint any Member.
- 27.3.5.5 In the event that the Dean cancels a course for which a Sessional has been scheduled, within five working days of the start of the course, the Member will be paid a stipend of \$300.

27.3.6 Salary

- 27.3.6.1 All Members will be placed in the salary column determined by their verified academic qualifications for employment, as in Article 19.7 (Academic Qualifications).
- 27.3.6.2 A Member is considered to hold a new appointment if he or she has not worked at the University in the same category of employment during the previous 12 months.
- 27.3.6.3 Notwithstanding Article 27.3.6.1, a Member will not be considered to hold a new appointment if an absence of twelve months or greater results from:
 - (a) parental or documented health-related leave;

(b) workload being reassigned or cancelled by the University.

27.3.6.5 A Member who transfers from a Sessional to a Sessional-Extended appointment or vice versa, is not considered to have taken a new appointment.

27.3.6.6 Service that has been approved by the Dean and agreed by the Member will be paid at an agreed rate.

27.3.7 Initial Placement

27.3.7.1 All new Sessional Lab Instructor appointments will be placed at the appropriate step based on relevant experience up to step 4.0 on the salary schedule.

27.3.7.2 All new Sessional PUC and ESL Members will be placed at the appropriate step based on relevant experience up to step 5.0 on the salary schedule.

27.3.7.3 All other new Sessional instructional appointments and Professional Resource Faculty appointments will be placed at step 1 on the appropriate salary schedule.

27.3.7.4 All new Sessional Faculty School Advisors will be placed at the appropriate step based on relevant experience up to step 7.0 on the salary schedule.

27.3.8 Increments

27.3.8.1 Upon completion of 1600 IH at one step on the salary scale, an instructional Sessional Member will earn an increment to the next step.

27.3.8.2 Upon completion of 6400 hours at one step on the salary scale, a Sessional Professional Resource Member will earn an increment to the next step.

27.3.8.3 Upon completion of 450 IH at one step on the salary scale, a Sessional Science Lab Instructor will earn an increment to the next step.

27.3.8.4 Upon completion of 810 hours at one step on the salary scale, a Sessional PUC Member will earn an increment to the next step.

27.3.8.5 Upon completion of 1012.5 hours at one step on the salary scale, a Sessional ESL Member will earn an increment to the next step.

27.3.8.6 When a Sessional Member becomes eligible for an increment, it will be granted at the time of reappointment.

27.3.8.7 When a Sessional-Extended Member becomes eligible for an increment, it will be granted at the beginning of the nearer of either January or September.

27.3.9 Vacation entitlement

Members on Sessional appointments will receive vacation pay at the rate of 8%.

27.3.10 Benefits

- 27.3.10.1 Members on Sessional appointments will qualify for benefits when they are assigned a workload equal to or greater than:
- (a) 270 IH per year for Instructional Members
 - (b) 1092 hours per year for Professional Resource Faculty
 - (c) 486 hours per year for Preparation for University and College Faculty
 - (d) 607.5 hours per year for English as a Second Language Faculty
- 27.3.10.2 The Board agrees to contribute the following toward employee Benefit Plan premiums for Sessional Members participating in a University Group Plan:
- (a) Supplemental Health Care Plan – 80% of the single or family premium.
 - (b) Health Benefit Stipend – 100% of the annual amount per Appendix II.

27.4 Nurse Educator Appointments

- 27.4.1 The Primary focus of the Nurse Educator position is to integrate theory and practice within laboratory and clinical instruction.
- 27.4.2 Members hired to Nurse Educator positions are appointed for one-three years. Within each 12 month cycle there are nine core months of preparation, instruction and other non-instructional duties. These core months span mid-August to mid-May, or the last week of August to the last week of May.
- 27.4.3 Members on Nurse Educator appointments are hired by a selection committee consisting of the Dean, Health and Community Studies, or designate, Chair of the Bachelor of Science in Nursing Program or Chair of the Psychiatric Nursing Program, and one Continuing Member. The final decision to appoint rests with the Dean, Health and Community Studies, or designate.
- 27.4.4 Renewal of Nurse Educator appointments will be approved by the Dean, Health and Community Studies, or designate. Notice of renewal will be given prior to the conclusion of the current appointment and will be based on the following:
- (a) Student feedback, which will be obtained each year from a representative course.
 - (b) A written report by the Nurse Educator summarizing and reflecting on student feedback, as well as any other feedback received, plus a description of professional development activities undertaken in their area of practice and teaching, along with goals for the coming year.

27.4.5 Workload

- 27.4.5.1 The maximum workload for a Nurse Educator is 473 IH.
- 27.4.5.2 A component of Nurse Educator duties encompassed under instructional responsibilities includes orientation (e.g. University, clinical site), and committee and course related meeting attendance.
- 27.4.5.3 All Nurse Educators are required to attend orientation at the start of the Academic Year and year-end activities at the end of the Academic Year.
- 27.4.5.4 All Nurse Educators are expected to maintain currency in their respective area or discipline. Professional development funding for Nurse Educators will be equivalent to a Full-time Member.
- 27.4.5.5 When a Nurse Educator is not engaged in instruction during the core months (as per Article 27.4.2) they will be at the University performing other duties, including attending theory classes, simulations, workshops and lab evaluations, proctoring exams, assisting with projects, covering for illnesses, etc.
- 27.4.5.6 Where applicable, a Nurse Educator will prepare, and submit to the Chair of their program, a detailed outline of their workload plans during the five weeks that they are not engaged in instruction.
- 27.4.5.7 Based on the needs of the nursing program, Nurse Educators may be required to provide service during the core months (as per Article 27.4.2). Nurse Educators are not required to provide service outside the core months.
- 27.4.5.8 Nurse Educators in the Psychiatric Nursing Program will be required to work in the spring session to complete their annual workload.
- 27.4.5.9 Outside the core months (as per Article 27.4.2) a Nurse Educator will not be required to be at the University.

27.4.6 Salary

- 27.4.6.1 Salary for Nurse Educators will be in accordance with the Nurse Educator salary schedule.
- 27.4.6.2 All Members will be placed in the salary column determined by their verified academic qualifications for employment, as in Article 19.7 (Academic Qualifications).
- 27.4.6.3 All new Members will be placed at the appropriate step based on relevant experience up to step 3 on the salary schedule.

27.4.7 Increments

- 27.4.7.1 A Nurse Educator will earn an increment upon the satisfactory completion of one year of employment. No Nurse Educator Member will receive more than one increment annually.

27.4.8 Vacation Entitlement

- 27.4.8.1 Members on Nurse Educator appointments will receive annually, a vacation entitlement of 33 days excluding Saturdays, Sundays and statutory holidays accrued at the rate of 8.8846 hours per bi-weekly pay period.
- 27.4.8.2 Vacation days will normally be taken in the mid-May to mid-August timeframe. Seven days may be taken outside of this time frame with the Chair's permission.
- 27.4.8.3 There will be no vacation carry-forward.

27.4.9 Benefits

- 27.4.9.1 Members on Nurse Educator appointments will receive benefits equivalent to a Full-time Member as described in Article 21.0 (Leaves of Absence: Sick Leave) and Article 25.0 (Benefits).
- 27.4.9.2 Eligibility in the Local Authorities Pension Plan will be in accordance with Grant MacEwan University policy D1320 (Pension Participation). Nurse Educator enrollment in the LAPP is voluntary.

ARTICLE 28.0 TRAVEL

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

ARTICLE 29.0 ACADEMIC FREEDOM

- 29.1 The University agrees to the maintenance and administration of Policy C5054 (Academic Freedom), as amended from time to time by AGC.

ARTICLE 30.0 NON-HARASSMENT

- 30.1 The University agrees to the maintenance and administration of Policy D1125 (Non-Harassment), as amended from time to time by the University in consultation with the Association.

APPENDIX I: SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFIT

Objective

The intent of the SEIB plan is to supplement Employment Insurance (EI) benefits during a temporary leave of absence due to maternity, parental or adoption reasons. In the case of approved maternity leave, this plan applies to the post-delivery portion of the health related maternity leave period for employees in receipt of Employment Insurance (EI) maternity benefits. In the case of approved parental or adoption leave, which applies to the birth father, partner or spouse, including same sex partner, and adoptive parents, this plan applies to a portion of the 35 weeks available for EI parental or adoption benefits.

If you meet the eligibility requirements of the SEIB plan, this benefit will supplement your income by paying you the difference between the Employment Insurance (EI) benefit you receive from the federal government and 95% of your salary. If the birth mother takes maternity leave, SEIB benefits will top-up the maternity EI benefits for 15 weeks. If the birth father, partner, spouse or adoptive parent takes parental or adoption leave, SEIB benefits will top-up the EI parental benefits for 15 weeks, to a combined 15 weeks of benefit per family. This includes the two-week EI benefit waiting period when no EI benefits are paid and the SEIB benefits provide 95% of your salary.

Benefit Level

The period of entitlement is a maximum of 15 weeks per family, and is limited to:

If EI maternity benefits are claimed by the birth mother only: SEIB benefits are payable for a maximum of 15 weeks:

- Two weeks of salary at 95% during the Employment Insurance waiting period; and
- Thirteen weeks of salary at 95% less any Employment Insurance benefits;
or

If EI parental or adoption leave benefits are claimed by the birth father, partner, spouse or adoptive parent only: SEIB benefits are payable for a maximum of 15 weeks:

- Two weeks of salary at 95% during the Employment Insurance waiting period; and
- Thirteen weeks of salary at 95% less any Employment Insurance benefits;
OR
- Fifteen weeks of salary at 95% less any Employment Insurance benefits if the Employment Insurance waiting period was satisfied by the birth mother.

If EI parental/adoption benefits are shared between the birth mother and the father/partner/spouse or adoptive parents: SEIB benefits are payable for a combined maximum of 15 weeks per family and may be split in any manner between the two employees.

Eligibility

The employee must be Probationary or Continuing and have completed one year of employment with the University and be eligible for maternity leave benefits, parental benefits or adoption leave benefits under the terms of the Association Collective Agreement.

Terms and Conditions

The University will provide top-up benefits to eligible employees on maternity leave, parental leave or adoption leave in accordance with Employment Insurance (EI) Regulations and subject to the following conditions:

- The employee applies for EI benefits as soon as eligible and provides evidence of EI payment to the Payroll office.
- The employee must have commenced maternity, parental or adoption leave.
- The employee must sign a letter of agreement to return to work following completion of the leave for a period of at least three months.

Rules and Regulations

- SEIB payments will be made after EI benefits are established and have no effect on the amount or duration of the EI maternity, parental or adoption benefit.
- The SEIB benefit will be paid for 15 weeks (see Benefit Level above).
- SEIB payments will be made on the University's regularly scheduled pay periods.
- SEIB payments will be kept separate from payroll records.
- Regular deductions will be taken from SEIB payments including income tax and CPP.
- During the SEIB plan period, the employee and the employer will continue to cost share benefits premiums, including LAPP, as per Article 25.0 (Benefits) of the Faculty Collective Agreement.
- An employee will not be eligible for general illness or weekly disability benefits related to maternity for any period when payments are or could be made under the SEIB plan.
- Employees do not have a right to SEIB payments except for supplementation of EI benefits for the unemployment period specified in the plan.
- The SEIB payment will not reduce the employee's accumulated sick leave or vacation leave credits, severance pay or any other accumulated credits from the employee's employment.

- In the case of the birth father, spouse, partner, or adoptive parent, a minimum of four months' notice, in writing, is required to minimize the impact to instructional activity.

Continuation of Benefit Plan Coverage While Receiving SEIB

Continuation of benefit coverage while in receipt of SEIB payments will be in accordance with other leaves with pay under the Association Collective Agreement. Continuation of benefit coverage during the unpaid maternity, parental or adoption leave (that is following the expiration of SEIB payments) will be in accordance with regulations per other leaves without pay under the Association Collective Agreement. Vacation and sick leave accrual will not continue during either the SEIB portion or unpaid portion of the leave.

Employees must arrange with Human Resources to pre-pay their share of the benefit premiums prior to the commencement of their leave. Pre-payment amounts will vary depending on the employee's coverage but may include premiums for Extended Health Care, Dental, Disability and Optional Life Insurance. The University will continue to pay its share of premiums for the duration of the SEIB plan.

Other Benefits

For the 15 week duration of the SEIB benefit, and as long as the employee meets all other HSA (Health Spending Account) eligibility criteria, the employee will continue to receive HSA credit allocation. During the time that the employee is on a leave without pay, that is, unpaid maternity leave or parental leave, the employee will cease to receive credit allocation. However, the employee will not lose his or her credits, and will be able to make claims and participate in the bi-annual payout during the time that he or she is on any portion of the leave.

Pension Plan

Questions regarding continuation of pension or any pensionable service buyback for the maternity leave, parental leave or adoption leave without pay can be directed to the Human Resources Department.

Illness During Pre-Delivery and Post-Delivery Period of Maternity Leave

When not covered under the SEIB plan, employees may be eligible to receive sick leave or weekly indemnity benefits as per the Association Collective Agreement. In the post-delivery period, employees may also be eligible for disability benefits providing eligibility criteria are met.

Procedure for Applying for SEIB

The employee must:

1. Notify the Disability Management and Benefits office in writing of the intended leave dates and the intent to apply for the SEIB plan. Note that if a leave starts in the middle of a week, that entire week is considered a work week, and the EI waiting period would not begin until the following

week. For example, if the leave starts on a Tuesday, the EI waiting period would not begin until the following Monday.

2. Review and sign the Letter of Agreement.
3. Contact the Employment Insurance office to obtain information about current EI regulations, or visit the EI website at:
<http://www.servicecanada.gc.ca/eng/home.shtml>
4. Prior to the last day of work, contact the Payroll office to obtain a Record of Employment (ROE), which confirms the intent to apply for the SEIB plan.
5. To receive EI maternity, parental or adoption benefits, complete an EI application online through the EI website (preferred method), or in person at the Service Canada Centre closest to their residence.

The following information is required:

- Social Insurance Number
 - postal code at usual place of residence
 - complete bank information
 - details regarding most recent employment including total salary before deductions for the last week of work – from Sunday to last day worked
 - personal identification
6. Once an EI Benefit statement showing waiting period dates and amount of EI benefits is received by the employee, a copy must be mailed or faxed to the Payroll office. Payment of the SEIB will be processed once this information is received.

For more information, please contact the Human Resources Department or the Payroll office.

Letter of Agreement to Return to Work

When applying for the SEIB during maternity leave, parental leave or adoption leave, the employee must sign the required Letter of Agreement with the requisite University approvals.

The Letter of Agreement will state that the employee agrees:

- to have the 95% salary differential paid out during the leave of absence,
- to return to work and remain at work for a minimum of three months following the leave, and
- to repay the University the full SEIB salary amount received during the maternity leave or parental leave if the employee does not return to work, does not complete the three month requirement, or resigns or is dismissed with just cause within three months of return to work.

Grant MacEwan (the “University”)
Faculty
Supplemental Employment Insurance Benefit Plan
Return to Work Agreement

I, _____, declare that the benefits of the Faculty Supplemental Employment Insurance Benefit (SEIB) plan have been reviewed with me by the University and I do hereby agree that following receipt of said Supplemental Employment Insurance Benefit (SEIB) payments, I will return to work with the University for a minimum of three months directly following the end of my approved maternity leave, parental leave or adoption leave.

I further agree that in the event that I do not return to work with the University for the full three month requirement following receipt of Supplemental Employment Insurance Benefit (SEIB) or I am dismissed with just cause within three months of my return to work, I will reimburse the University for the total payment of the benefit paid by the Supplemental Employment Insurance Benefit (SEIB) plan.

Name: _____ Date _____

Signature: _____

Witnessed by:

Name: _____ Name: _____

Position: _____ Position: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

APPENDIX II: HEALTH BENEFIT STIPEND

The parties agree to following provisions for Sessional Faculty who meet the eligibility requirements for benefits as per Article 27.3.9.

- A “Health Benefit Stipend” will be provided to Sessional Faculty who meet the eligibility requirements for benefits as per Article 27.3.9. Specific monthly eligibility for the benefit will be based on an individual working at least 11 days in the month in order to qualify for the dollar allocation.
- Eligible Members will receive a lump-sum payout in January of each year. The payout will be calculated on the basis of \$37.50/month over an eight month period from September to April of each year. The maximum annual payment to an individual will not exceed \$300. In the event a Sessional Member leaves the University prior to April 30, but after they have already received their annual payout, the Member will not be required to pay back any portion of the benefit.
- The benefit will be available to the Member to use at their discretion.
- The benefit will be subject to tax.

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

APPOINTMENT REVIEW: PROBATIONARY FACULTY

The parties agree that:

- i. Article 9.0 (Appointment Review and Promotion) will apply upon ratification of the collective agreement;
- ii. All faculty holding Probationary appointments upon ratification of the collective agreement will ordinarily undergo appointment review in the third year of probation.
- iii. If upon ratification of the collective agreement a Member is in the final year of probation, the appointment review of the Member will proceed in accordance with the July 1, 2011 – June 30, 2014 collective agreement. These reviews will address the following motion: "That the Member's performance in the duties that constitute the Member's assigned workload, as demonstrated by all evidence submitted, merits a Continuing appointment."
- iv. If upon ratification a Member is not in the final year of probation, the appointment review of the Member will proceed in accordance with the newly ratified collective agreement.
- v. Any Member undergoing an appointment review in accordance with the newly ratified agreement can request a deferral as provided for by Article 9.4.2. Such a request will be granted.

February 12, 2015



President, The Faculty Association of Grant MacEwan University



President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY


And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

RANK AND TITLE PROCESS IN THE COLLECTIVE AGREEMENT

1. The parties agree that upon ratification of the collective agreement:
 - i. The new model for academic rank and title will be in effect;
 - ii. There will be no further applications to the AGC-approved model for academic rank and title;
 - iii. Unless made redundant by item 3 below, any in-progress applications to the AGC-approved model for academic rank and title will proceed to conclusion.
2. The parties further agree that upon conclusion of all in-progress applications under the AGC-approved model for rank and title:
 - i. All Members holding the rank of Associate Teaching Professor will be awarded the rank of Associate Professor;
 - ii. All Members holding the rank of Teaching Professor will be awarded the rank of Professor;
 - iii. All Members holding rank and title as per Article 9.0 (Appointment Review and Promotion) of the newly ratified collective agreement will retain this rank and title.
3. For faculty not currently holding rank, the parties agree that:
 - i. Instructors with an earned doctorate or the degree that is determined as the terminal degree for the discipline *and* who teach in baccalaureate-level programming will be awarded the rank and title of Assistant Professor. All other Instructors will retain the title of Instructor;
 - ii. Librarians will be awarded the rank and title of Librarian I;
 - iii. Counsellors will be awarded the rank and title of Counsellor I.

February 12, 2015



President, The Faculty Association of Grant MacEwan University



President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

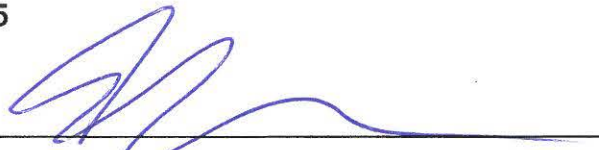
And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

FACULTY DEVELOPMENT COORDINATOR

1. The parties agree that Article 20.2.6 of the July 1, 2011 – June 30, 2014 Collective Agreement will remain in effect until the conclusion of the contract of the current Faculty Development Coordinator.
2. The parties further agree that upon conclusion of the contract of the current Faculty Development Coordinator, subsequent appointment of a Faculty Development Coordinator will be into a Full-time Probationary position, and all provisions of the ratified collective agreement will be in effect.

February 12, 2015



President, The Faculty Association of Grant MacEwan University



President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

**ANNUAL REPORT TIMELINE & DEADLINE, AND ANNUAL PERFORMANCE
EVALUATION**

The parties agree that the implementation of the new annual report timeline & deadline will occur as follows:

- i. Members will submit an annual report on or before September 15, 2015. This report will cover the Member's activities during the period May 1, 2014 – August 31, 2015;
- ii. The submission of all subsequent annual reports will be in accordance with the Collective Agreement then current.

The parties further agree that the implementation of the new annual performance evaluation process and timelines will occur as follows:

- i. The next annual performance evaluation will be completed by February 1, 2016 and will cover the Member's activities during the period May 1, 2014 – August 31, 2015;
- ii. The evaluation will be conducted according to the process established in Article 14.0 (Annual Reports and Annual Performance Evaluation) and will inform the awarding of increments on July 1, 2016;
- iii. All Full-time Members not at the top of the salary grid will be awarded one increment on July 1, 2015.
- iv. All Part-time Members not at the top of the salary grid will be awarded one half increment on July 1, 2015.

February 12, 2015



President, The Faculty Association of Grant MacEwan University



President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

LECTURER POSITION CONVERSION

1. The parties agree that effective July 1, 2015:
 - (a) all Lecturer positions will be converted to Continuing Instructor Positions;
 - (b) affected Members will move to the nearest higher dollar value on the corresponding Instructional Academic Staff grid;
 - (c) affected Members will have a Type 3 workload.
2. The parties agree that the terms and conditions of the Lecturers will be governed by the July 1, 2011 – June 30, 2014 Collective Agreement until June 30, 2015.
3. The parties agree that where words and expressions which are defined in the current Collective Agreement are used herein, such words and expressions shall have the meaning ascribed to them in the Collective Agreement.

February 12, 2015

President, The Faculty Association of Grant MacEwan University

President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

INTELLECTUAL PROPERTY

WHEREAS the Board and the Association have determined that discussions and agreement are necessary in order to identify and articulate the respective rights of the Board and Members with respect to matters regarding intellectual property;

AND WHEREAS the Board and the Association have deferred addressing certain issues relating to intellectual property but the parties desire to establish a process whereby a new article within the Collective Agreement with respect to IP will be negotiated;

THE PARTIES HEREBY AGREE AND UNDERSTAND THAT:

1. Following the conclusion of this round of bargaining the parties will reconvene bargaining for the purpose of developing language for an article on intellectual property ("IP").
2. The bargaining sides will be comprised of no more than three people each. The Association's appointees will be appointed from among the members of the Association, but may include up to one non-Association member. The Board's appointees will be appointed from among members of MacEwan's administration, but may include up to one non-administration member. Each party will inform the other of the names of its representatives. Replacement of members is subject to the mutual agreement of the parties. Either party may use the services of additional consultants and resource people. Such resource members may attend bargaining upon mutual agreement of the parties.
3. Within one month following the signing of the Collective Agreement currently being negotiated, bargaining on IP will commence. Unless otherwise agreed by the parties in writing, the two sides will meet at least once every two weeks in order to negotiate the terms on IP.
4. Language recommended for inclusion into the Collective Agreement will be subject to ratification by the Association and approval by the Board. Following successful ratification and approval, the new language will constitute an article of the Collective Agreement.
5. By September 2, 2015, if the Association and the Board are unable to agree upon new language for the Collective Agreement concerning IP, either party can invoke Article 3.2. For the purposes of this Letter of Understanding, the date in Article 3.2.1 will not apply.

6. Where words and expressions which are defined in the current Collective Agreement are used herein, such words and expressions shall have the meaning ascribed to them in the Collective Agreement.

February 12, 2015



President, The Faculty Association of Grant MacEwan University



President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

ACADEMIC FREEDOM

WHEREAS the Board and the Association have determined that discussions and agreement are necessary in order to identify and articulate principles regarding academic freedom;

AND WHEREAS the Board and the Association have deferred addressing certain issues relating to academic freedom but the parties desire to establish a process whereby a new article within the Collective Agreement with respect to academic freedom will be negotiated;

THE PARTIES HEREBY AGREE AND UNDERSTAND THAT:

1. Following the conclusion of this round of bargaining the parties will reconvene bargaining for the purpose of developing language for an article on academic freedom.
2. The bargaining sides will be comprised of no more than three people each. The Association's appointees will be appointed from among the members of the Association, but may include up to one non-Association member. The Board's appointees will be appointed from among members of MacEwan's administration, but may include up to one non-administration member. Each party will inform the other of the names of its representatives. Replacement of members is subject to the mutual agreement of the parties. Either party may use the services of additional consultants and resource people. Such resource members may attend bargaining upon mutual agreement of the parties.
3. Within one month following the signing of the Collective Agreement currently being negotiated, bargaining on academic freedom will commence. Unless otherwise agreed by the parties in writing, the two sides will meet at least once every two weeks in order to negotiate the terms on academic freedom.
4. Language recommended for inclusion into the Collective Agreement will be subject to ratification by the Association and approval by the Board. Following successful ratification and approval, the new language will constitute an article of the Collective Agreement.
5. By September 2, 2015, if the Association and the University are unable to agree upon new language for the Collective Agreement concerning academic freedom, either party can invoke Article 3.2. For the purposes of this Letter of Understanding, the date in Article 3.2.1 will not apply.

6. Where words and expressions which are defined in the current Collective Agreement are used herein, such words and expressions shall have the meaning ascribed to them in the Collective Agreement.

February 12, 2015



President, The Faculty Association of Grant MacEwan University



President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

DESCRIPTION OF FACULTY APPOINTMENT CATEGORIES IN POLICY

As a result of the decision by the parties to adopt a revised nomenclature for the description of certain faculty appointment categories, there may be a resulting misalignment in existing Grant MacEwan University policies.

It is not the intent of either party to change the administration or application of any Grant MacEwan University policy resulting from the change in nomenclature.

To ensure this, it is agreed that for the purpose of policy administration:

- The new employment category of Sessional shall be considered equivalent to the former category of Term Faculty.
- The new employment category of Sessional-Extended shall be considered equivalent to the former category of Term Faculty.
- The new employment category of Full-time Limited-Term Faculty shall be considered equivalent to the former category of Sessional Faculty except in the Grant MacEwan University Policy D1320 (Pension Participation).
- The term Instructor includes Instructors and professorial ranks.

As policies are updated and amended, the new faculty appointment categories will be adopted. During the transition period, this Letter of Understanding shall remain applicable to those policies not yet amended.

February 12, 2015



President, The Faculty Association of Grant MacEwan University



President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

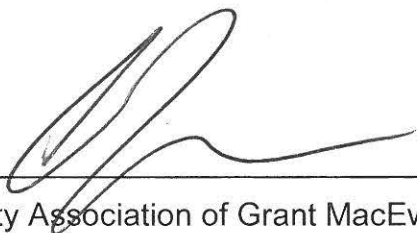
TRANSITION OF CURRENT CONTINUING, PROBATIONARY AND FULL-TIME LIMITED-TERM FACULTY MEMBERS TO THE NEW SALARY GRID

The transition to the new salary grid effected July 1, 2012 has no negative impact on Continuing and Probationary Members.

To ensure Members experience no negative change in their existing salary, nor any loss of future salary growth opportunity as a result of the transition effected July 1, 2012 there will be a rate adjustment for affected members according to the following table.

Year	Rate Adjustment	Percentage Increase
July 1, 2014	\$3,753	0
July 1, 2015	\$3,838	2.25
July 1, 2016	\$3,924	2.25

February 12, 2015



President, The Faculty Association of Grant MacEwan University



President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

**NEW SALARY SCHEDULE FOR SESSIONAL INSTRUCTIONAL AND
PROFESSIONAL RESOURCE FACULTY**

The parties agree that Members whose salary rate on June 30, 2012 exceeds the new salary schedule will continue to be paid at that rate until the salary schedule maximum exceeds their salary.

February 12, 2015



President, The Faculty Association of Grant MacEwan University



President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

EARLY RETIREMENT BRIDGE PROGRAM

Purpose Statement

As part of the University's commitment to succession planning, the Grant MacEwan University Faculty Association and the Grant MacEwan University Board of Governors agree to an early retirement plan that allows Members to phase into retirement with a reduced workload in exchange for a future retirement date.

Eligibility Requirements

1. Members must be a minimum of 55 years of age and have a minimum of ten years of FTE service with the University.
2. Members must occupy full-time continuing positions on the date of their application.
3. Eligibility to apply for entry into the program will terminate February 1, 2017.
4. Full-Time Limited-Term, Nurse Educators, PUC and ESL Faculty are not eligible for the bridge.

Program Regulations

1. The University will approve up to ten participants in each of the two years of the program, with no more than four approved per Academic Unit or Department and no more than two per program. If more Members apply than there are positions available, then total years of full time equivalent service will determine eligibility.
2. Up to a total of five faculty per year may opt to begin the bridge in the year in which they apply for the program. In these situations, two months of duties will be waived in that year and they would commence half-time employment the following September.
3. Faculty participating in the program will not be offered, nor will they accept overload teaching during the second and third year of their program.

Process – Application

1. Members wishing to participate in the plan will make a written application to their Dean, with a copy to Human Resources, no later than March 1 in the year of application.

2. The Dean will then make a written recommendation to the Provost and Executive Vice-President Academic or the Vice-President of Student Services, whose decision will be rendered by April 1 of the year of application.
3. The decision of the Provost and Executive Vice-President Academic or the Vice-President of Student Services regarding participation in the plan will be final. Requests beyond deadline dates will not be unreasonably denied.

Process - Bridge

1. Once terms of acceptance have been acknowledged by the Member, and not later than May 1 of the year of application, they must supply the University with an irrevocable letter of resignation indicating that June 30 in Year 3 of the program is their resignation date.
2. Year 1 of the bridge begins July 1 of the year of application.
3. As of September 1 of Year 2, Members participating in the plan will be transferred to half-time continuing appointments and begin to collect their pension. In advance of this, and no later than June 1, members should apply for Local Authorities Pension Plan to ensure a smooth transition.

Example 1: If the Member applied in March 2010 and started Year 1 of the bridge in July 2010, they would then apply for LAPP prior to June 2011.

Example 2: If the Member applied in March 2010 and declared that 2009/2010 to be Year 1 of the bridge, they would apply for LAPP prior to June 2010.

4. Vacation accrued in Year 1 must be utilized by September 1 of Year 2. Vacation accrued in Year 2 must be utilized by September 1 of Year 3. Vacation accrued during Year 3 that is still outstanding on June 30th of that year will be paid out on June 30th.
5. As long as they continue to meet benefits eligibility requirements, Members will continue to receive Extended Health, Dental, and Health Spending Account benefits for all three years of the bridge. As of Year 2, all income-driven benefits contributions and premiums - short term disability (STD) and long term disability (LTD) premiums will be prorated on a half-time basis. Vacation and sick leave entitlements will be also prorated on a half-time basis.

Year 1

This is a full pensionable year of service, with the Member receiving full salary, with the following rules applying;

For instructional faculty, the University waives duties during non-instructional periods for this year, which equates to two months. All other responsibilities remain in effect.

For professional resource faculty and science lab supervisors, the University waives two months of duties. All other responsibilities remain in effect.

For instructional assistants or faculty/school advisors the University waives six weeks of duties. All other responsibilities remain in effect.

For science lab instructors, the University waives the two months of related lab duties. All other responsibilities remain in effect.

Year 2 and 3

In Years 2 and 3, the instructional faculty Member works and is paid for a 50% workload, and the Member begins to collect pension on September 1 of Year 2. The Member will also utilize all vacation accrued for that year. As in Year 1 above, the University waives duties during non-instructional periods in each year. All other responsibilities remain in effect.

In Years 2 and 3, the professional resource and science lab supervisor faculty Member works and is paid by the University for a 50% workload and the Member begins to collect pension September 1 of Year 2. The Member will also utilize all vacation accrued for that year. As in Year 1 above, the University waives two months of duties in each year. All other responsibilities remain in effect.

In Years 2 and 3, faculty school advisors will be scheduled and paid based on 50% of a full-time equivalent position (1820 hours/2) and the Member begins to collect pension on September 1 of Year 2. As in Year 1 above, the University will waive six weeks of duties within this period with no reduction in pay. The Member will also utilize all vacation accrued for that year. All other responsibilities remain in effect.

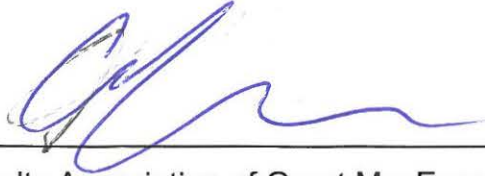
In Years 2 and 3, the science lab instructor faculty Member works and is paid by the University for a 50% workload and the Member begins to collect pension September 1. The Member will also utilize all vacation accrued for that year. The University waives two months of duties in each year. All other responsibilities remain in effect.

Special Notes

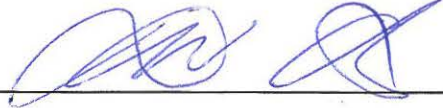
1. For the purposes of satisfying the 50% workload requirement, no Member shall condense their workload to one semester, or into one year.
2. In order to satisfy the 50% workload requirement, over Years 2 and 3 of the bridge, an instructional faculty Member shall teach no more than 405 instructional hours, and no Member can condense their instructional workload into one semester or into one year. Determination of the 405 total instructional hours shall be the result of discussions between the Member and their supervisor.
3. In order to satisfy the 50% workload requirement, for faculty school advisors, the scheduling of the six weeks of waived responsibilities shall be the result of discussions between the Member and their supervisor.

This letter is in effect to June 30, 2017, or until a new collective agreement is ratified, whichever is later.

February 12, 2015



President, The Faculty Association of Grant MacEwan University



President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

PAYMENT IN LIEU OF BENEFITS TO FACULTY OVER THE AGE OF 65

Effective July 1, 2012, the parties agree to the following provision for Continuing Members over the age of 65 that meet the following criteria:

- The Member is over the age of 65 and no longer eligible for benefit coverage, and
- The Member was enrolled in benefits at the time they turned 65.

Qualifying Members will receive a lump sum cash payment, less required deductions, equivalent to:

- The employer portion of supplemental health and dental premiums, plus
- The annual amount of the Health Spending Account available to individual Continuing faculty.

The payment will be made in January of the year (July – June) in which they no longer qualify for benefit coverage, and each January thereafter. The payment will be available for the Member to use at their discretion.

February 12, 2015

President, The Faculty Association of Grant MacEwan University

President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

WORKLOAD ASSIGNMENT

The parties agree that:

- i. Article 12.0 (workload Assignment) will apply upon ratification of the collective agreement;
- ii. For the assignment of workload for the 2015/16 academic year only, the date in Article 12.3.3(b) will not apply and will be replaced by April 30.

February 12, 2015



President, The Faculty Association of Grant MacEwan University



President, Grant MacEwan University

ANNUAL SALARY SCHEDULES

Instructors, Professorial Ranks, Professional Resource Faculty & Faculty Development Coordinator

Effective: July 1, 2014 (0% added)

FULL-TIME, PART-TIME, and FULL-TIME LIMITED-TERM FACULTY

Increments	A Non-Degree	B Bachelor's	C Master's	D PhD	PeopleSoft Step*
1.0	54,151	57,904	65,420	72,834	1
1.5	55,590	59,343	66,859	74,272	2
2.0	57,028	60,781	68,297	75,710	3
2.5	58,466	62,219	69,735	77,148	4
3.0	59,904	63,657	71,173	78,586	5
3.5	61,342	65,095	72,611	80,024	6
4.0	62,780	66,534	74,050	81,462	7
4.5	64,219	67,972	75,488	82,900	8
5.0	65,657	69,410	76,926	84,338	9
5.5	67,095	70,848	78,364	85,776	10
6.0	68,533	72,286	79,802	87,214	11
6.5	69,971	73,725	81,241	88,652	12
7.0	71,409	75,163	82,679	90,090	13
7.5	72,847	76,601	84,117	91,528	14
8.0	74,286	78,039	85,555	92,966	15
8.5	75,724	79,477	86,993	94,404	16
9.0	77,162	80,916	88,432	95,842	17
9.5	78,600	82,354	89,870	97,280	18
10.0	80,038	83,792	91,308	98,718	19
10.5	81,476	85,230	92,746	100,156	20
11.0	82,915	86,668	94,184	101,594	21
11.5	84,353	88,107	95,623	103,032	22
12.0	85,791	89,545	97,061	104,470	23
12.5	87,229	90,983	98,499	105,908	24
13.0	88,667	92,421	99,937	107,346	25
13.5	90,105	93,859	101,375	108,784	26
14.0	91,544	95,298	102,814	110,222	27
14.5	92,982	96,736	104,252	111,661	28
15.0	94,420	98,174	105,690	113,099	29
15.5	95,858	99,612	107,128	114,537	30
16.0	97,296	101,050	108,566	115,975	31

*Steps in PeopleSoft are for administrative purposes only.

Program and Department Chairs will receive an honorarium at the rate of \$6018 per annum.

Instructors, Professorial Ranks, Professional Resource Faculty & Faculty Development Coordinator

Effective: July 1, 2015 (2.25% added)

FULL-TIME, PART-TIME, and FULL-TIME LIMITED-TERM FACULTY

Increments	A Non-Degree	B Bachelor's	C Master's	D PhD	PeopleSoft Step*
1.0	55,370	59,207	66,892	74,472	1
1.5	56,840	60,678	68,363	75,943	2
2.0	58,311	62,148	69,834	77,413	3
2.5	59,781	63,619	71,304	78,883	4
3.0	61,252	65,090	72,775	80,354	5
3.5	62,722	66,560	74,245	81,824	6
4.0	64,193	68,031	75,716	83,295	7
4.5	65,663	69,501	77,186	84,765	8
5.0	67,134	70,972	78,657	86,235	9
5.5	68,604	72,442	80,127	87,706	10
6.0	70,075	73,913	81,598	89,176	11
6.5	71,546	75,383	83,069	90,647	12
7.0	73,016	76,854	84,539	92,117	13
7.5	74,487	78,325	86,010	93,587	14
8.0	75,957	79,795	87,480	95,058	15
8.5	77,428	81,266	88,951	96,528	16
9.0	78,898	82,736	90,421	97,999	17
9.5	80,369	84,207	91,892	99,469	18
10.0	81,839	85,677	93,363	100,939	19
10.5	83,310	87,148	94,833	102,410	20
11.0	84,780	88,618	96,304	103,880	21
11.5	86,251	90,089	97,774	105,351	22
12.0	87,721	91,560	99,245	106,821	23
12.5	89,192	93,030	100,715	108,291	24
13.0	90,662	94,501	102,186	109,762	25
13.5	92,133	95,971	103,656	111,232	26
14.0	93,603	97,442	105,127	112,703	27
14.5	95,074	98,912	106,598	114,173	28
15.0	96,544	100,383	108,068	115,643	29
15.5	98,015	101,853	109,539	117,114	30
16.0	99,485	103,324	111,009	118,584	31

*Steps in PeopleSoft are for administrative purposes only.

Program and Department Chairs will receive an honorarium at the rate of \$6153 per annum.

Instructors, Professorial Ranks, Professional Resource Faculty & Faculty Development Coordinator

Effective: July 1, 2016 (2.25% added)

FULL-TIME, PART-TIME, and FULL-TIME LIMITED-TERM FACULTY

Increments	A Non-Degree	B Bachelor's	C Master's	D PhD	PeopleSoft Step*
1.0	56,616	60,539	68,398	76,148	1
1.5	58,119	62,043	69,901	77,651	2
2.0	59,623	63,547	71,405	79,155	3
2.5	61,126	65,050	72,908	80,658	4
3.0	62,630	66,554	74,412	82,162	5
3.5	64,134	68,058	75,916	83,665	6
4.0	65,637	69,561	77,419	85,169	7
4.5	67,141	71,065	78,923	86,672	8
5.0	68,644	72,569	80,427	88,176	9
5.5	70,148	74,072	81,930	89,679	10
6.0	71,652	75,576	83,434	91,183	11
6.5	73,155	77,080	84,938	92,686	12
7.0	74,659	78,583	86,441	94,190	13
7.5	76,162	80,087	87,945	95,693	14
8.0	77,666	81,590	89,449	97,197	15
8.5	79,170	83,094	90,952	98,700	16
9.0	80,673	84,598	92,456	100,204	17
9.5	82,177	86,101	93,960	101,707	18
10.0	83,681	87,605	95,463	103,210	19
10.5	85,184	89,109	96,967	104,714	20
11.0	86,688	90,612	98,470	106,217	21
11.5	88,191	92,116	99,974	107,721	22
12.0	89,695	93,620	101,478	109,224	23
12.5	91,199	95,123	102,981	110,728	24
13.0	92,702	96,627	104,485	112,231	25
13.5	94,206	98,131	105,989	113,735	26
14.0	95,709	99,634	107,492	115,238	27
14.5	97,213	101,138	108,996	116,742	28
15.0	98,717	102,641	110,500	118,245	29
15.5	100,220	104,145	112,003	119,749	30
16.0	101,724	105,649	113,507	121,252	31

*Steps in PeopleSoft are for administrative purposes only.

Program and Department Chairs will receive an honorarium at the rate of \$6291 per annum.

Faculty School Advisors (IAs)

Effective: July 1, 2014 (0% added)

FULL-TIME, PART-TIME, and FULL-TIME LIMITED-TERM FACULTY

Increments			PeopleSoft Step*
	A Non-Degree	B Bachelor's	
1.0	44,370	47,278	1
1.5	45,220	48,137	2
2.0	46,071	48,995	3
2.5	46,921	49,854	4
3.0	47,771	50,713	5
3.5	48,622	51,572	6
4.0	49,472	52,431	7
4.5	50,323	53,290	8
5.0	51,173	54,149	9
5.5	52,023	55,008	10
6.0	52,874	55,867	11
6.5	53,724	56,725	12
7.0	54,574	57,584	13
7.5	55,425	58,443	14
8.0	56,275	59,302	15
8.5	57,125	60,161	16
9.0	57,976	61,020	17
9.5	58,826	61,879	18
10.0	59,676	62,738	19
10.5	60,527	63,596	20
11.0	61,377	64,455	21
11.5	62,228	65,314	22
12.0	63,078	66,173	23
12.5	63,928	67,032	24
13.0	64,779	67,891	25
13.5	65,629	68,750	26
14.0	66,479	69,609	27
14.5	67,330	70,468	28
15.0	68,180	71,326	29
15.5	69,030	72,185	30
16.0	69,881	73,044	31

*Steps in PeopleSoft are for administrative purposes only.

Faculty School Advisors (IAs)

Effective: July 1, 2015 (2.25% added)

FULL-TIME, PART-TIME, and FULL-TIME LIMITED-TERM FACULTY

Increments	A Non-Degree	B Bachelor's	PeopleSoft Step*
1.0	45,368	48,341	1
1.5	46,238	49,220	2
2.0	47,107	50,098	3
2.5	47,977	50,976	4
3.0	48,846	51,854	5
3.5	49,716	52,732	6
4.0	50,585	53,611	7
4.5	51,455	54,489	8
5.0	52,324	55,367	9
5.5	53,194	56,245	10
6.0	54,063	57,124	11
6.5	54,933	58,002	12
7.0	55,802	58,880	13
7.5	56,672	59,758	14
8.0	57,541	60,636	15
8.5	58,411	61,515	16
9.0	59,280	62,393	17
9.5	60,150	63,271	18
10.0	61,019	64,149	19
10.5	61,889	65,027	20
11.0	62,758	65,906	21
11.5	63,628	66,784	22
12.0	64,497	67,662	23
12.5	65,367	68,540	24
13.0	66,236	69,418	25
13.5	67,106	70,297	26
14.0	67,975	71,175	27
14.5	68,845	72,053	28
15.0	69,714	72,931	29
15.5	70,584	73,810	30
16.0	71,453	74,688	31

*Steps in PeopleSoft are for administrative purposes only.

Faculty School Advisors (IAs)

Effective: July 1, 2016 (2.25% added)

FULL-TIME, PART-TIME, and FULL-TIME LIMITED-TERM FACULTY

Increments	A Non-Degree	B Bachelor's	PeopleSoft Step*
1.0	46,389	49,429	1
1.5	47,278	50,327	2
2.0	48,167	51,225	3
2.5	49,056	52,123	4
3.0	49,945	53,021	5
3.5	50,834	53,919	6
4.0	51,723	54,817	7
4.5	52,613	55,715	8
5.0	53,502	56,613	9
5.5	54,391	57,511	10
6.0	55,280	58,409	11
6.5	56,169	59,307	12
7.0	57,058	60,205	13
7.5	57,947	61,103	14
8.0	58,836	62,001	15
8.5	59,725	62,899	16
9.0	60,614	63,797	17
9.5	61,503	64,695	18
10.0	62,392	65,593	19
10.5	63,281	66,491	20
11.0	64,170	67,388	21
11.5	65,059	68,286	22
12.0	65,948	69,184	23
12.5	66,837	70,082	24
13.0	67,726	70,980	25
13.5	68,615	71,878	26
14.0	69,505	72,776	27
14.5	70,394	73,674	28
15.0	71,283	74,572	29
15.5	72,172	75,470	30
16.0	73,061	76,368	31

*Steps in PeopleSoft are for administrative purposes only.

Full-Time Science Lab Instructor

Effective: July 1, 2014 (0% added)

Steps	
1.0	48,996.86
2.0	50,431.45
3.0	51,976.41
4.0	53,521.35
5.0	55,121.47
6.0	56,776.77
7.0	58,487.25
8.0	60,241.87
9.0	62,049.12
10.0	63,910.60

Effective: July 1, 2015 (2.25% added)

Steps	
1.0	50,099.29
2.0	51,566.16
3.0	53,145.88
4.0	54,725.58
5.0	56,361.70
6.0	58,054.25
7.0	59,803.21
8.0	61,597.31
9.0	63,445.23
10.0	65,348.59
11.0	67,306.80
12.0	69,323.70
13.0	71,401.03

Full-Time Science Lab Instructor

Effective: July 1, 2016 (2.25% added)

Steps	
1.0	51,226.52
2.0	52,726.40
3.0	54,341.66
4.0	55,956.91
5.0	57,629.84
6.0	59,360.47
7.0	61,148.79
8.0	62,983.25
9.0	64,872.74
10.0	66,818.93
11.0	68,821.21
12.0	70,883.48
13.0	73,007.56

Full-Time Science Lab Supervisor

Effective: July 1, 2014 (0% added)

Steps	
1.0	67,425.87
2.0	69,467.40
3.0	71,564.11
4.0	73,716.00
5.0	75,923.07
6.0	78,240.48
7.0	80,557.91
8.0	82,974.64
9.0	85,463.88
10.0	88,027.80

Effective: July 1, 2015 (2.25% added)

Steps	
1.0	68,942.95
2.0	71,030.42
3.0	73,174.30
4.0	75,374.61
5.0	77,631.34
6.0	80,000.89
7.0	82,370.46
8.0	84,841.57
9.0	87,386.82
10.0	90,008.43

Effective: July 1, 2016 (2.25% added)

Steps	
1.0	70,494.17
2.0	72,628.60
3.0	74,820.72
4.0	77,070.54
5.0	79,378.04
6.0	81,800.91
7.0	84,223.80
8.0	86,750.50
9.0	89,353.02
10.0	92,033.62

Nurse Educator

Effective: July 1, 2014 (0% added)

Steps	B	C
	Bachelor's	Master's
1.0	65,662.74	68,481.15
2.0	67,819.22	70,637.62
3.0	69,975.68	72,795.24
4.0	72,134.46	74,957.47
5.0	74,290.94	77,110.48

Effective: July 1, 2015 (2.25% added)

Steps	B	C
	Bachelor's	Master's
1.0	67,140.15	70,021.98
2.0	69,345.15	72,226.97
3.0	71,550.13	74,433.13
4.0	73,757.49	76,644.01
5.0	75,962.49	78,845.47

Effective: July 1, 2016 (2.25% added)

Steps	B	C
	Bachelor's	Master's
1.0	68,650.81	71,597.47
2.0	70,905.42	73,852.07
3.0	73,160.01	76,107.88
4.0	75,417.03	78,368.50
5.0	77,671.64	80,619.49

Full-Time Lecturer

Effective: July 1, 2014 (0% added)

Steps	C	D
	Master's	PhD
1.0	48,996.86	56,831.95
2.0	50,431.45	58,542.42
3.0	51,976.40	60,308.07
4.0	53,521.35	62,128.90
5.0	55,121.47	64,004.92
6.0	56,776.77	65,936.09
7.0	58,487.25	67,922.45
8.0	60,241.86	69,960.13
9.0	62,049.12	72,058.93
10.0	63,910.59	74,220.70
11.0	65,827.90	76,447.32
12.0	67,802.74	78,740.74

**Prep for University & College (PUC) and English as a Second Language (ESL)
Instructors**

Effective: July 1, 2014 (0% added)

**FULL-TIME, PART-TIME, and
FULL-TIME LIMITED-TERM FACULTY**

Steps	Years of Post-Secondary Education			PeopleSoft Step*
	Four	Five	Six	
0.0	48,943	51,959	55,369	1
0.5	50,447	53,458	56,877	2
1.0	51,953	54,962	58,385	3
1.5	53,448	56,453	59,879	4
2.0	54,945	57,947	61,373	5
2.5	56,443	59,452	62,869	6
3.0	57,940	60,956	64,365	7
3.5	59,444	62,461	65,870	8
4.0	60,950	63,966	67,375	9
4.5	62,450	65,460	68,872	10
5.0	63,950	66,953	70,370	11
5.5	65,448	68,459	71,881	12
6.0	66,945	69,970	73,394	13
6.5	68,453	71,465	74,882	14
7.0	69,963	72,963	76,373	15
7.5	71,454	74,463	77,872	16
8.0	72,947	75,965	79,372	17
8.5	74,593	77,462	80,875	18
9.0	76,239	78,958	82,375	19
9.5	77,593	80,463	83,879	20
10.0	78,950	81,968	85,385	21
10.5	80,634	83,648	87,066	22
11.0	82,320	85,330	88,747	23

*Steps in PeopleSoft are for administrative purposes only.

Prep for University & College (PUC) and English as a Second Language (ESL) Instructors

Effective: July 1, 2015 (2.25% added)

FULL-TIME, PART-TIME, and FULL-TIME LIMITED-TERM FACULTY

Steps	Years of Post-Secondary Education			PeopleSoft Step*
	Four	Five	Six	
0.0	50,044	53,128	56,615	1
0.5	51,582	54,661	58,157	2
1.0	53,122	56,198	59,698	3
1.5	54,651	57,723	61,226	4
2.0	56,182	59,251	62,754	5
2.5	57,713	60,789	64,283	6
3.0	59,244	62,328	65,813	7
3.5	60,781	63,866	67,352	8
4.0	62,321	65,405	68,891	9
4.5	63,855	66,932	70,422	10
5.0	65,389	68,459	71,953	11
5.5	66,921	70,000	73,499	12
6.0	68,451	71,544	75,045	13
6.5	69,993	73,073	76,567	14
7.0	71,537	74,604	78,091	15
7.5	73,062	76,138	79,624	16
8.0	74,589	77,674	81,158	17
8.5	76,271	79,205	82,694	18
9.0	77,954	80,735	84,229	19
9.5	79,339	82,273	85,766	20
10.0	80,726	83,813	87,306	21
10.5	82,448	85,530	89,025	22
11.0	84,172	87,250	90,744	23

*Steps in PeopleSoft are for administrative purposes only.

Prep for University & College (PUC) and English as a Second Language (ESL) Instructors

Effective: July 1, 2016 (2.25% added)

FULL-TIME, PART-TIME, and FULL-TIME LIMITED-TERM FACULTY

Steps	Years of Post-Secondary Education			PeopleSoft Step*
	Four	Five	Six	
0.0	51,170	54,323	57,889	1
0.5	52,743	55,891	59,466	2
1.0	54,317	57,463	61,042	3
1.5	55,880	59,022	62,604	4
2.0	57,446	60,584	64,166	5
2.5	59,011	62,157	65,730	6
3.0	60,577	63,730	67,294	7
3.5	62,149	65,303	68,867	8
4.0	63,724	66,877	70,441	9
4.5	65,291	68,438	72,007	10
5.0	66,860	70,000	73,572	11
5.5	68,427	71,575	75,152	12
6.0	69,991	73,154	76,734	13
6.5	71,568	74,717	78,290	14
7.0	73,147	76,283	79,848	15
7.5	74,706	77,852	81,416	16
8.0	76,267	79,421	82,984	17
8.5	77,987	80,987	84,555	18
9.0	79,708	82,551	86,124	19
9.5	81,124	84,124	87,696	20
10.0	82,543	85,698	89,271	21
10.5	84,303	87,455	91,028	22
11.0	86,066	89,213	92,786	23

*Steps in PeopleSoft are for administrative purposes only.

HOURLY SALARY SCHEDULES

Instructional Academic Staff

Effective: July 1, 2014 (0% added)

HOURLY PAID FACULTY (SESSIONAL / SESSIONAL-EXTENDED)

Increments	A	B	C	D
	Non-Degree	Bachelor's	Master's	PhD
1.0	85.83	100.98	116.13	131.27
2.0	100.98	116.13	131.27	146.42
3.0	116.13	131.27	146.42	161.57

Effective: July 1, 2015 (2.25% added)

HOURLY PAID FACULTY (SESSIONAL / SESSIONAL-EXTENDED)

Increments	A	B	C	D
	Non-Degree	Bachelor's	Master's	PhD
1.0	87.76	103.25	118.74	134.23
2.0	103.25	118.74	134.23	149.72
3.0	118.74	134.23	149.72	165.20

Effective: July 1, 2016 (2.25% added)

HOURLY PAID FACULTY (SESSIONAL / SESSIONAL-EXTENDED)

Increments	A	B	C	D
	Non-Degree	Bachelor's	Master's	PhD
1.0	89.74	105.58	121.41	137.25
2.0	105.58	121.41	137.25	153.08
3.0	121.41	137.25	153.08	168.92

Professional Resource Faculty

Effective: July 1, 2014 (0% added)

HOURLY PAID FACULTY (SESSIONAL / SESSIONAL-EXTENDED)

	A Non-Degree	B Bachelor's	C Master's	D PhD
Increments				
1.0	31.83	37.45	43.07	48.69
2.0	37.45	43.07	48.69	54.30
3.0	43.07	48.69	54.30	59.92

Effective: July 1, 2015 (2.25% added)

HOURLY PAID FACULTY (SESSIONAL / SESSIONAL-EXTENDED)

	A Non-Degree	B Bachelor's	C Master's	D PhD
Increments				
1.0	32.55	38.29	44.04	49.79
2.0	38.29	44.04	49.79	55.52
3.0	44.04	49.79	55.52	61.27

Effective: July 1, 2016 (2.25% added)

HOURLY PAID FACULTY (SESSIONAL / SESSIONAL-EXTENDED)

	A Non-Degree	B Bachelor's	C Master's	D PhD
Increments				
1.0	33.28	39.15	45.03	50.91
2.0	39.15	45.03	50.91	56.77
3.0	45.03	50.91	56.77	62.65

Faculty School Advisors (IAs)

Effective: July 1, 2014 (0% added)

HOURLY PAID FACULTY (SESSIONAL / SESSIONAL-EXTENDED)

Increments			PeopleSoft Step*
	A Non-Degree	B Bachelor's	
1.0	24.38	25.98	1
1.5	24.85	26.45	2
2.0	25.31	26.92	3
2.5	25.78	27.39	4
3.0	26.25	27.86	5
3.5	26.72	28.34	6
4.0	27.18	28.81	7
4.5	27.65	29.28	8
5.0	28.12	29.75	9
5.5	28.58	30.22	10
6.0	29.05	30.70	11
6.5	29.52	31.17	12
7.0	29.99	31.64	13
7.5	30.45	32.11	14
8.0	30.92	32.58	15
8.5	31.39	33.06	16
9.0	31.85	33.53	17
9.5	32.32	34.00	18
10.0	32.79	34.47	19
10.5	33.26	34.94	20
11.0	33.72	35.42	21
11.5	34.19	35.89	22
12.0	34.66	36.36	23
12.5	35.13	36.83	24
13.0	35.59	37.30	25
13.5	36.06	37.77	26
14.0	36.53	38.25	27

*Steps in PeopleSoft are for administrative purposes only.

Faculty School Advisors (IAs)

Effective: July 1, 2015 (2.25% added)

HOURLY PAID FACULTY (SESSIONAL / SESSIONAL-EXTENDED)

Increments	A	B	PeopleSoft Step*
	Non-Degree	Bachelor's	
1.0	24.93	26.56	1
1.5	25.41	27.04	2
2.0	25.88	27.53	3
2.5	26.36	28.01	4
3.0	26.84	28.49	5
3.5	27.32	28.97	6
4.0	27.79	29.46	7
4.5	28.27	29.94	8
5.0	28.75	30.42	9
5.5	29.23	30.90	10
6.0	29.71	31.39	11
6.5	30.18	31.87	12
7.0	30.66	32.35	13
7.5	31.14	32.83	14
8.0	31.62	33.32	15
8.5	32.09	33.80	16
9.0	32.57	34.28	17
9.5	33.05	34.76	18
10.0	33.53	35.25	19
10.5	34.00	35.73	20
11.0	34.48	36.21	21
11.5	34.96	36.69	22
12.0	35.44	37.18	23
12.5	35.92	37.66	24
13.0	36.39	38.14	25
13.5	36.87	38.62	26
14.0	37.35	39.11	27

*Steps in PeopleSoft are for administrative purposes only.

Faculty School Advisors (IAs)

Effective: July 1, 2016 (2.25% added)

HOURLY PAID FACULTY (SESSIONAL / SESSIONAL-EXTENDED)

Increments			PeopleSoft Step*
	A Non-Degree	B Bachelor's	
1.0	25.49	27.16	1
1.5	25.98	27.65	2
2.0	26.47	28.15	3
2.5	26.95	28.64	4
3.0	27.44	29.13	5
3.5	27.93	29.63	6
4.0	28.42	30.12	7
4.5	28.91	30.61	8
5.0	29.40	31.11	9
5.5	29.88	31.60	10
6.0	30.37	32.09	11
6.5	30.86	32.59	12
7.0	31.35	33.08	13
7.5	31.84	33.57	14
8.0	32.33	34.07	15
8.5	32.82	34.56	16
9.0	33.30	35.05	17
9.5	33.79	35.55	18
10.0	34.28	36.04	19
10.5	34.77	36.53	20
11.0	35.26	37.03	21
11.5	35.75	37.52	22
12.0	36.24	38.01	23
12.5	36.72	38.51	24
13.0	37.21	39.00	25
13.5	37.70	39.49	26
14.0	38.19	39.99	27

*Steps in PeopleSoft are for administrative purposes only.

Science Lab Instructor

Effective: July 1, 2014 (0% added)

Steps	B	C	D
	BSc	MSc	PhD
1.0	69.52	82.77	92.70
2.0	71.73	84.97	95.45
3.0	73.94	87.73	98.22
4.0	76.14	90.49	101.52
5.0	78.35	93.25	104.28
6.0	80.56	96.01	107.04
7.0	82.77	98.77	110.35

Effective: July 1, 2015 (2.25% added)

Steps	B	C	D
	BSc	MSc	PhD
1.0	71.08	84.63	94.79
2.0	73.34	86.88	97.60
3.0	75.60	89.70	100.43
4.0	77.85	92.53	103.80
5.0	80.11	95.35	106.63
6.0	82.37	98.17	109.45
7.0	84.63	100.99	112.83
8.0	86.89	103.81	115.65
9.0	89.15	106.63	118.47
10.0	91.41	109.45	121.85

Effective: July 1, 2016 (2.25% added)

Steps	B	C	D
	BSc	MSc	PhD
1.0	72.68	86.54	96.92
2.0	74.99	88.84	99.79
3.0	77.30	91.72	102.69
4.0	79.60	94.61	106.14
5.0	81.92	97.49	109.03
6.0	84.23	100.38	111.91
7.0	86.54	103.26	115.37
8.0	88.85	106.15	118.26
9.0	91.16	109.03	121.14
10.0	93.47	111.92	124.59

Prep for University & College (PUC) and English as a Second Language (ESL) Instructors

Effective: July 1, 2014 (0% added)

HOURLY PAID FACULTY ** (SESSIONAL / SESSIONAL-EXTENDED)

Steps	Prep for University & College (PUC) Instructors Based on 1000 hours/year workload (without 8% Vacation pay)			English as a Second Language (ESL) Instructors Based on 1125 hours/year workload (without 8% Vacation pay)			PeopleSoft Step*
	Four	Five	Six	Four	Five	Six	
0.0	45.32	48.11	51.27	40.28	42.76	45.57	1
0.5	46.71	49.50	52.66	41.52	44.00	46.81	2
1.0	48.10	50.89	54.06	42.76	45.24	48.05	3
1.5	49.49	52.27	55.44	43.99	46.46	49.28	4
2.0	50.88	53.65	56.83	45.22	47.69	50.51	5
2.5	52.26	55.05	58.21	46.45	48.93	51.74	6
3.0	53.65	56.44	59.60	47.69	50.17	52.98	7
3.5	55.04	57.83	60.99	48.92	51.41	54.21	8
4.0	56.44	59.23	62.38	50.16	52.65	55.45	9
4.5	57.82	60.61	63.77	51.40	53.88	56.69	10
5.0	59.21	61.99	65.16	52.63	55.11	57.92	11
5.5	60.60	63.39	66.56	53.87	56.35	59.16	12
6.0	61.99	64.79	67.96	55.10	57.59	60.41	13
6.5	63.38	66.17	69.34	56.34	58.82	61.63	14
7.0	64.78	67.56	70.72	57.58	60.05	62.86	15
7.5	66.16	68.95	72.10	58.81	61.29	64.09	16
8.0	67.54	70.34	73.49	60.04	62.52	65.33	17
8.5	69.07	71.72	74.88	61.39	63.75	66.56	18
9.0	70.59	73.11	76.27	62.75	64.99	67.80	19
9.5	71.85	74.50	77.67	63.86	66.22	69.04	20
10.0	73.10	75.90	79.06	64.98	67.46	70.28	21
10.5	74.66	77.45	80.62	66.37	68.85	71.66	22
11.0	76.22	79.01	82.17	67.75	70.23	73.04	23

*Steps in PeopleSoft are for administrative purposes only.

**For Continuing PUC and ESL Instructors, hourly rates in PeopleSoft are calculated by taking annual salary divided by an 1820 annual hour schedule, rather than the 1000 hr (PUC) and 1125hr (ESL) workload as per above. This ensures salary continuance throughout the year and that the employee is receiving an equitable/accurate amount of service for pension purposes.

Prep for University & College (PUC) and English as a Second Language (ESL) Instructors

Effective: July 1, 2015 (2.25% added)

HOURLY PAID FACULTY ** (SESSIONAL / SESSIONAL-EXTENDED)

Steps	Prep for University & College (PUC) Instructors Based on 1000 hours/year workload (without 8% Vacation pay)			English as a Second Language (ESL) Instructors Based on 1125 hours/year workload (without 8% Vacation pay)			PeopleSoft Step*
	Four	Five	Six	Four	Five	Six	
0.0	46.34	49.19	52.42	41.19	43.73	46.60	1
0.5	47.76	50.61	53.85	42.45	44.99	47.87	2
1.0	49.19	52.04	55.28	43.72	46.25	49.13	3
1.5	50.60	53.45	56.69	44.98	47.51	50.39	4
2.0	52.02	54.86	58.11	46.24	48.77	51.65	5
2.5	53.44	56.29	59.52	47.50	50.03	52.91	6
3.0	54.86	57.71	60.94	48.76	51.30	54.17	7
3.5	56.28	59.14	62.36	50.03	52.56	55.43	8
4.0	57.71	60.56	63.79	51.29	53.83	56.70	9
4.5	59.12	61.97	65.21	52.56	55.09	57.96	10
5.0	60.55	63.39	66.62	53.82	56.35	59.22	11
5.5	61.96	64.81	68.05	55.08	57.61	60.49	12
6.0	63.38	66.24	69.49	56.34	58.88	61.77	13
6.5	64.81	67.66	70.90	57.61	60.14	63.02	14
7.0	66.24	69.08	72.31	58.88	61.40	64.27	15
7.5	67.65	70.50	73.73	60.13	62.67	65.53	16
8.0	69.06	71.92	75.15	61.39	63.93	66.80	17
8.5	70.62	73.34	76.57	62.77	65.19	68.06	18
9.0	72.18	74.75	77.99	64.16	66.45	69.32	19
9.5	73.46	76.18	79.41	65.30	67.71	70.59	20
10.0	74.75	77.60	80.84	66.44	68.98	71.86	21
10.5	76.34	79.19	82.43	67.86	70.40	73.27	22
11.0	77.94	80.79	84.02	69.28	71.81	74.69	23

*Steps in PeopleSoft are for administrative purposes only.

**For Continuing PUC and ESL Instructors, hourly rates in PeopleSoft are calculated by taking annual salary divided by an 1820 annual hour schedule, rather than the 1000 hr (PUC) and 1125hr (ESL) workload as per above. This ensures salary continuance throughout the year and that the employee is receiving an equitable/accurate amount of service for pension purposes.

Prep for University & College (PUC) and English as a Second Language (ESL) Instructors

Effective: July 1, 2016 (2.25% added)

HOURLY PAID FACULTY ** (SESSIONAL / SESSIONAL-EXTENDED)

Steps	Prep for University & College (PUC) Instructors Based on 1000 hours/year workload (without 8% Vacation pay)			English as a Second Language (ESL) Instructors Based on 1125 hours/year workload (without 8% Vacation pay)			PeopleSoft Step*
	Four	Five	Six	Four	Five	Six	
0.0	47.38	50.30	53.60	42.12	44.71	47.65	1
0.5	48.84	51.75	55.06	43.41	46.00	48.94	2
1.0	50.29	53.21	56.52	44.71	47.29	50.24	3
1.5	51.74	54.65	57.97	45.99	48.58	51.53	4
2.0	53.19	56.10	59.41	47.28	49.86	52.81	5
2.5	54.64	57.55	60.86	48.57	51.16	54.10	6
3.0	56.09	59.01	62.31	49.86	52.45	55.39	7
3.5	57.55	60.47	63.77	51.15	53.75	56.68	8
4.0	59.00	61.92	65.22	52.45	55.04	57.98	9
4.5	60.45	63.37	66.67	53.74	56.33	59.26	10
5.0	61.91	64.81	68.12	55.03	57.61	60.55	11
5.5	63.36	66.27	69.59	56.32	58.91	61.85	12
6.0	64.81	67.74	71.05	57.61	60.21	63.16	13
6.5	66.27	69.18	72.49	58.90	61.50	64.44	14
7.0	67.73	70.63	73.93	60.20	62.78	65.72	15
7.5	69.17	72.08	75.38	61.49	64.08	67.01	16
8.0	70.62	73.54	76.84	62.77	65.37	68.30	17
8.5	72.21	74.99	78.29	64.19	66.66	69.59	18
9.0	73.80	76.44	79.74	65.60	67.94	70.88	19
9.5	75.12	77.89	81.20	66.77	69.24	72.18	20
10.0	76.43	79.35	82.66	67.94	70.53	73.47	21
10.5	78.06	80.98	84.29	69.39	71.98	74.92	22
11.0	79.69	82.60	85.91	70.84	73.43	76.37	23

*Steps in PeopleSoft are for administrative purposes only.

**For Continuing PUC and ESL Instructors, hourly rates in PeopleSoft are calculated by taking annual salary divided by an 1820 annual hour schedule, rather than the 1000 hr (PUC) and 1125hr (ESL) workload as per above. This ensures salary continuance throughout the year and that the employee is receiving an equitable/accurate amount of service for pension purposes.

MEMORANDUM OF AGREEMENT

Between

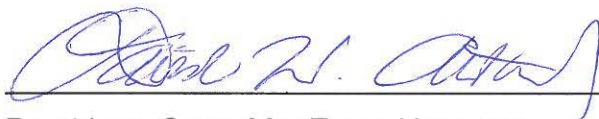
THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

All of the foregoing agreed to this **12th day of February, 2015**

The Board of Governors of Grant MacEwan University



President, Grant MacEwan University



Chair, Board Negotiating Committee

The Faculty Association of Grant MacEwan University



President, The Faculty Association of Grant MacEwan University



Chair, Faculty Association Negotiating Committee