



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

Duration: July 1, 2016 to June 30, 2021

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## Preamble

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

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

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

Among its employees Concordia promotes a culture of collegiality guided by its Mission, Vision and Values Framework.

## 1 Definitions

- 1.1 “Agreement” means this Agreement.
- 1.2 “Association” means the Concordia University College of Alberta Faculty Association.
- 1.3 “Bargaining Unit” means the unit for which the Association is certified by the Alberta Labour Relations Board.
- 1.4 “Board” means the Board of Governors of Concordia University of Edmonton.
- 1.5 “Business Day” means any day Monday through Friday, excluding statutory holidays recognized by the Province of Alberta and those days when Concordia’s buildings are closed.
- 1.6 “Conflict of Interest” means a real or apparent conflict between one’s professional or official duties and one’s private interests.
- 1.7 “Dean” means the chief executive officer of a Faculty, including the Dean of Graduate Studies, or equivalent. Dean includes the Associate Dean where the Dean has delegated his or her authority.
- 1.8 “Department” means an academic department within a Faculty.
- 1.9 “Department Chair” or “Chair” means the chief executive officer of a Department, including a Dean in any case where a specific Department Chair is not assigned to a Department for any reason.
- 1.10 “Employer” means the Board of Governors of Concordia.

- 1.11 “Faculty” means an academic unit of Concordia established as such by the Board.
- 1.12 “General Faculties Council (GFC)” means the General Faculties Council of Concordia.
- 1.13 “Grievance” means a claim, dispute, or complaint involving the interpretation, application, administration, or alleged violation of a specific article of this Agreement.
- 1.14 “Grievor” means the Association which initiates a grievance on behalf of a Member, or group of Members, or itself; or the Employer when it files a grievance on its own behalf.
- 1.15 “Member” means a person who has been appointed to a Faculty position on the academic staff of Concordia who falls within the Bargaining Unit.
- 1.16 “President” means the President of Concordia.
- 1.17 “Ministry” means “The Ministry of Advanced Education” or any replacement body that may be established from time to time.
- 1.18 The words “University” and “Concordia” are used interchangeably to mean “Concordia University of Edmonton.”

## 2 Academic Freedom

- 2.1 The parties agree that the terms and conditions of this article on Academic Freedom apply only to the Members.
- 2.2 The Parties agree that academic freedom grants Members the right to pursue knowledge and truth in their research and to disseminate the findings of that research both in their publications and in their classrooms. Because Concordia was founded on the faith and intellectual integrity characteristic of the Lutheran university tradition, faculty and students of various beliefs and backgrounds can engage in dialogue and collectively pursue knowledge through research and enquiry. Consistent with Concordia’s Lutheran tradition, its faculty foster an attitude of intellectual humility, and maintain an atmosphere of mutual respect for differing scholarly perspectives.
- 2.3 Concordia upholds academic freedom for its faculty and students, recognizing it as essential to a properly functioning university. Concordia affirms the Statement of Universities Canada on Academic Freedom and Institutional Autonomy.
- 2.4 Academic freedom includes the freedom to challenge established paradigms, to propose new theories, and to debate conventional thinking in all areas of inquiry. The Parties particularly

encourage, in the spirit of academic freedom, the active questioning by its faculty and students of any secular, sacred, or ideological status quo.

- 2.5 Members are free to openly examine, criticize, and dispute various academic points of view. Members are expected to exercise their academic freedom conscientiously by seeking accuracy in all their statements and by respecting other scholarly perspectives.
- 2.6 When speaking and writing outside the institution, Members enjoy the same freedoms and exercise the same responsibilities as other citizens. Mindful that the public may judge the profession and the institution by their public comments, the Parties agree that Members should strive to be accurate, respect the opinions of others, and, when necessary, distinguish personal comments from those authorized on behalf of Concordia. Concordia assumes no responsibility for views expressed by Members when speaking and writing outside the institution.
- 2.7 The Parties agree to uphold, protect, and promote academic freedom as essential to the University's objective to serve the common good through searching for, and disseminating, knowledge, truth, and understanding, and through fostering independent thinking and expression in academic staff and students. Concordia faculty have a responsibility to support the academic freedom of students by encouraging free inquiry, by showing respect for dissenting student opinions, and by providing the opportunity for discussion and the expression of varying viewpoints, while treating all students fairly, respectfully, and without prejudice.
- 2.8 Academic freedom does not require neutrality on the part of the Member. Academic freedom makes intellectual discourse, critique and commitment possible.
- 2.9 Academic freedom does not confer legal immunity and carries with it the duty to use that freedom in a responsible manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. In exercising their legal rights, Members shall not be hindered or impeded by either Party in any manner contrary to this Agreement.
- 2.10 Concordia recognizes that, as at any academic institution, freedoms are never absolute. Where the limits of academic freedom are alleged to have been exceeded, Concordia will apply the principles of procedural and natural justice in its investigations. Contraventions of this Article and/or Concordia's Statement of Academic Freedom will be dealt with according to Article 13 (Discipline: Faculty Members) or Article 25 (Grievance and Arbitration) or Article 38 (Discipline: Academic Service Officers) of the Collective Agreement.

### 3 Agreement Review and Amendment

- 3.1 The parties shall form a Joint Committee consisting of two (2) individuals appointed by the Employer and two (2) individuals appointed by the Association within ninety (90) calendar days

of the mutual ratification of this Agreement. The Association and the Employer shall also each appoint one (1) alternate Committee member.

- 3.2 Members of the Joint Committee are normally appointed for the term of the Agreement.
- 3.3 Only two (2) representatives of the Employer and two (2) representatives of the Association shall be present at any meeting of the Joint Committee.
- 3.4 The Joint Committee shall review matters of concern arising from the administration and application of this Agreement, excluding any dispute that is, at that time, being addressed under the grievance and arbitration procedures set out in this Agreement. This Committee shall attempt to foster better communication and more effective working relationships between the Parties and shall attempt to maintain a spirit of cooperation and respect between the Parties.
- 3.5 Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the Association.
- 3.6 The Joint Committee shall meet at least once per academic term. Meetings may be cancelled by mutual agreement of the Employer and the Association, and additional meetings may be held by mutual agreement of the Employer and the Association.
- 3.7 The Joint Committee shall have no power to modify the provisions of this Agreement, but may recommend to the Parties changes to the administration and/or application of this Agreement, or changes to the Agreement.

## 4 Recognition, Representation and Association Dues

- 4.1 The Employer recognizes the Association as the certified exclusive bargaining agent for all Members in the Bargaining Unit.
- 4.2 The Employer shall not meet with any Member or group of Members undertaking to represent the Association without written authorization of the Association Executive.
- 4.3 In representing a Member or group of Members, the Association shall elect or appoint a representative to be the spokesperson.
- 4.4 Except where otherwise specified in this Agreement, correspondence between the Association and the Employer arising out of this Agreement will pass between the Vice-President Academic & Provost and the President of the Association, or their delegates.

- 4.5 Where written notice is specified in this Agreement, the Parties shall use Concordia's internal mail or electronic mail.
- 4.6 The Employer shall provide the Association with access to meeting rooms on the same terms as University committees.
- 4.7 Once per year, upon request, the Employer shall provide the President of the Association the following information concerning each Member:
- (a) Name
  - (b) Current rank
  - (c) Rank and category of initial appointment
  - (d) A copy of the letter of appointment of any new Member(s)
  - (e) Employment Status (e.g., full-time, reduced load, etc.)
  - (f) Date of appointment
  - (g) University telephone number and e-mail address
  - (h) Types and durations of leaves
  - (i) Promotions
  - (j) Highest degree
  - (k) Home address and telephone number
  - (l) Total service load and the distribution of that load (i.e., instructional and administrative assignments)
  - (m) Salary in the most recent fiscal year
  - (n) Result of most recent advancement in rank application
- 4.8 The Employer shall provide to the President of the Association a copy of all correspondence between the Employer and any Member that communicates decisions regarding permanency, renewal, promotion, discipline, dismissal, and the disposition of a grievance. These copies shall



be provided to the President of the Association no later than the business day following the day of the Member's request.

- 4.9 The Association agrees to respect the confidentiality of personal information and the privacy of individuals and undertakes that information provided pursuant to this Article shall not be published or otherwise used in ways that could result in the identification of individual Members. Further, all information stored beyond the conclusion of the decisions under consideration shall be stripped of identifying information.
- 4.10 The Association shall provide the Employer with an up-to-date copy of the Association's Constitution and Bylaws, and amendments, and the names of the Association Executive.
- 4.11 Upon ratification by the Parties, the Employer will prepare six (6) official copies of the Agreement to be signed by the signing officers of the Employer and the Association. Each party will receive three (3) official signed copies.
- 4.12 On behalf of the Association, the Employer shall deduct from the salary of each Member in the Bargaining Unit the Association's regular dues and/or other assessments. The Association shall notify the Employer, in writing, of the amount of its regular dues and/or other assessments, and advise the Employer at least thirty (30) calendar days prior to the date of effect of any change in regular dues or assessments.
- 4.13 The dues deducted under this Article shall be remitted each pay period to the account(s) specified by the Association. A list of the Members from whom dues have been deducted along with the amounts deducted from each Member will be made available to the Association by Human Resources at the beginning of each quarter of the calendar year. The Association shall indemnify and save harmless the Employer from any claim made against it pursuant to the deduction or non-deduction of Association dues.

## 5 Employer Rights

- 5.1 The Employer retains all rights and functions, powers, privileges, and authority in managing the affairs of the University, excepting only those that are specifically relinquished or as may be specifically restricted in this Agreement.
- 5.2 The Employer will keep a current and available record of all policies, procedures and standards of the institution and provide copies to the Association when such documents are revised.

## 6 Strikes and Lockouts

- 6.1 The Association agrees that, during the term of this Agreement, it will not authorize or condone any strike. The Employer agrees that, during the term of this Agreement, it will not lock out

Members. The terms “strike” and “lockout” shall bear the meaning given them in the Alberta Labour Relations Code.

## 7 Initial Appointments: Faculty Members

- 7.1 The responsibility of initiating continuing faculty appointments is that of the Vice-President Academic & Provost and the appropriate Dean. The appropriate Dean conducts a review of the need for the position in consultation with the Members of the relevant department.
- 7.2 When approval is granted by the Vice-President Academic & Provost, an advertisement is drafted.
- 7.3 The draft advertisement is submitted for the approval of the Vice-President Academic & Provost before being sent to the Director of Human Resources for placement in appropriate media.
- 7.4 The process of developing recommendations on the appointment of academic staff is a peer review process. The Employer recognizes that input from faculty members of the same discipline as that of the contemplated appointment is important. The guiding objective is to attract and appoint the most highly qualified candidates. In its deliberations, the Search Committee shall consider various factors including:
  - (a) academic credentials;
  - (b) program fit with the relevant academic unit;
  - (c) evidence of positive teaching performance;
  - (d) record or clear potential of a strong research record;
  - (e) acknowledgement of the Mission, Vision, and Values of Concordia; and
  - (f) suitability for appointment at Concordia.
- 7.5 In consultation with the Vice-President Academic & Provost, the Dean establishes a search committee. The search committee includes the appropriate department chair and faculty members who teach in the same or related discipline, as well as the Dean. The Vice-President Academic & Provost, and the President may participate ex officio.
- 7.6 The members of the search committee review the applications as soon as possible after the application deadline and determine a short list. The committee checks references of those who have been short-listed so that information from the referees may be taken into account in the interview process.

- 7.7 The search committee will determine the format of the interview or other search procedures, so that candidates are treated fairly and consistently. For example, interviews may include a sample lesson and a presentation on research as well as a question-and-answer component or other activities designed to elicit information about the candidate's suitability for the position.
- 7.8 The search committee conducts interviews, in person or by videoconference, with the short-listed applicants. The committee may also make arrangements for candidates to meet other faculty members and administrators and tour the campus.
- 7.9 The search committee reaches a conclusion based on all the information before it and makes a recommendation to the President.
- 7.10 Members of the search committee are responsible for protecting the confidentiality of personal information which they may obtain in the course of the search.
- 7.11 The Human Resources Department is responsible for monitoring applications, and answering routine questions about the position.
- 7.12 The appointment of a faculty Member shall be made by the President, in consideration of the recommendation of the relevant Dean and in consultation with the Vice-President Academic & Provost.
- 7.13 A letter of appointment, following the template in Appendix "B" (Letters of Appointment), duly executed by the President and the faculty Member, shall confirm the appointment of the Member.
- 7.14 The appointment of a faculty Member shall commence on the date set in the duly executed letter of appointment.

## 8 The Member's Rights, Responsibilities and Work Assignment

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

- 8.1 The responsibilities of a Member shall include:
- (a) Participation in teaching programs, including classroom teaching, supervision and advising students in areas related to the Member's area of expertise.
  - (b) Participation in research and scholarship (which may include the creation or performance of creative works and reflective inquiry), and the dissemination of the results of research according to the conditions found in 8.7 of this Article.

- (c) Provision of service to the departments and faculties of Concordia and their professional disciplines.
- (d) Participation in the governance of Concordia, its Faculties and Departments.
- (e) If requested, dissemination of knowledge to the general public by making available the Member's expertise and knowledge of the discipline.

All of the above shall be carried out according to the standards established from time to time by the General Faculties Council.

## 8.2 Periods of Responsibility for Faculty Members

8.2.1 Months of teaching responsibility shall span two terms of the Academic Year (normally September - April) except that with the consent of the Member, the normal course load may be distributed over the academic year. A Member shall be assigned teaching responsibilities during the intersession only with his or her consent, unless the Member teaches in a trimester program. If a Member in a semester program agrees to teaching responsibilities during the intersession, that Member will be assigned an alternate period without teaching responsibility or, with his/her consent, distribute that teaching responsibility over the academic year. If a Member in a trimester program is assigned teaching responsibilities during the intersession, that Member will be assigned either an alternate period without teaching responsibility, or with the Member's approval a distribution of that teaching responsibility over the academic year.

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

## 8.3 Teaching

8.3.1 Members have the responsibility to participate in teaching programs, including classroom teaching, supervision, and advising of students in areas related to the Member's area of expertise.

8.3.2 Members have a responsibility to make all reasonable efforts to develop and maintain their scholarly competence and effectiveness as teachers, and to perform teaching duties as specified under procedures outlined in this Agreement and policies instituted by

Concordia from time to time, provided those policies do not violate the terms of this agreement.

#### 8.4 Assignment of Teaching

8.4.1 In consultation with a Member's department chair the appropriate Dean shall assign to each Member specific teaching-related responsibilities, which shall include courses to be taught and other teaching duties and may include supervisory and administrative responsibilities.

#### 8.5 Total Teaching Assignment

8.5.1 The teaching assignment value for a course is normally the number of contact hours per week for the course. The teaching assignment for special circumstances such as independent study courses, low (normally fewer than ten (10)) enrollment courses, and administrative assignments, will normally be determined by the responsible Dean, in consultation with the relevant Department Chair, and Member, having regard to all the circumstances, including the importance of the course to the program.

8.5.2 For Members teaching solely in undergraduate programs, the total teaching assignment is 24 hour equivalents with primary focus on teaching and service. For Members whose teaching includes graduate instruction and supervision, the total teaching assignment is eighteen (18) hour equivalents, with corresponding increased focus on research and scholarship. For those Members with less than one (1) year of service the total teaching assignment is eighteen (18) hour equivalents. In no case shall a Member be required to accept more than two hours of teaching equivalents above their total teaching assignment. Members who accept teaching in excess of their total teaching assignment shall be compensated in one of the following ways:

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

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

8.5.3 Teaching responsibilities shall also include maintenance of regular, posted office hours at times of ready access for students, colleagues, non-academic service employees of the institution and administrative officers; course preparation; assisting and advising students.

#### 8.6 Research and Scholarship

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

## 8.7 Service and Administration

8.7.1 Members have the responsibility to provide service to the departments and faculties of Concordia and to their professional discipline.

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

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

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

8.7.4 The Member's involvement in certain service positions or functions will result in a corresponding reduction in teaching assignment. In consultation with the Member and the chair of his or her department the relevant Dean shall determine the extent of the teaching and/or service load reduction. Applications for reassigned time to engage in such activities must be submitted directly to the appropriate Dean by the first (1st) week of December for reassigned time for the following academic year. The Dean, who may

consult on, but not delegate the approval, must notify the applicants of his or her decision by the end of April.

8.7.5 For Members teaching twenty-four (24) hour equivalents, performance as a teacher shall be of primary importance.

## 8.8 Internal Research Support

8.8.1 Concordia will provide ongoing support for the promotion and encouragement of research in the form of remuneration of full-time faculty and provision of essential resources such as the library, office space, laboratory space, and secretarial and technical support.

### 8.8.2 Teaching Reduction for Externally Funded Research Purposes

8.8.2.1 In order to encourage externally funded research at Concordia, a Member may be granted a reduction in the teaching assignment to facilitate his/her research. Applications for teaching reduction in order to carry out externally funded research are evaluated by the Research and Faculty Development Committee using the following criteria:

- (a) Where grants permit the provision of funds to hire a teaching replacement for the faculty Member, the Member shall seek such funding.
- (b) Priority will be given to applicants when the external grant is such that it would be unavailable during a sabbatical leave.
- (c) Normally the deadline for application for such a teaching reduction shall be November 15 of the year prior to that in which the reduction is to take place. The application must be accompanied by proof of application to the granting agency, and be submitted in writing through the Vice-President International & Research. At the discretion of the Research and Faculty Development Committee, applications presented at other times of the year may also be considered.
- (d) Members receiving this reduction in teaching for research purposes remain in the full-time employ of Concordia. The faculty Member's position on the Faculty will not be in jeopardy and the salary will not suffer (i.e., no increments will be lost). Depending on the nature of the particular teaching reduction sought, reduction of committee and advisement responsibilities will be determined by the Vice-President Academic & Provost in consultation with the appropriate Dean. The Member will not be required to undertake any new or additional committee or other service work during the reduction in teaching.

- (e) The Member must inform Concordia of any additional remuneration while the teaching assignment is reduced. Concordia will limit its contribution so that the total earned remuneration (net of reasonable related expenses) which the faculty Member receives will not exceed 100% of regular salary for the duration of the teaching reduction.
- (f) Applications for Teaching Reduction for Externally Funded Research Purposes will be considered in conjunction with applications for Teaching Reduction for Research Purposes.

### 8.8.3 Teaching Reduction for Research Purposes

- 8.8.3.1 To encourage faculty Members to engage in research, Concordia provides a limited number of reduced teaching assignments on a semester-to-semester basis.
- 8.8.3.2 Reduced teaching assignments are available to permanent-stream faculty Members. Reductions in teaching assignments are not available for personal research contracts with personal remuneration.

## 8.9 Application and Review Procedures

8.9.1 A faculty Member may apply by November 15 to the Vice-President International & Research or delegate for a reduced teaching assignment normally to begin on the first day of the upcoming academic year (on or about 1 September) to the Research and Faculty Development Committee. Applicants will provide in writing:

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

8.9.2 Reduced teaching assignment for research requests will be considered by the Research and Faculty Development Committee. If a Member of that body is an applicant, the Vice-President International & Research will approach the Faculty for an alternate from that Faculty to serve in place of the Member. The Research and Faculty Development Committee makes its recommendation to the Vice-President Academic & Provost through the Vice-President International & Research by the end of the first semester.



- 8.9.3 Applicants are informed by the Vice-President International & Research of the Research and Faculty Development Committee's recommendation by January 15.
- 8.9.4 Faculty Members whose research projects are underway or nearing completion will be given priority.
- 8.9.5 Merit-based criteria shall be developed by the Research and Faculty Development Committee (RFDC) in relation to the following:
- (a) The potential for ongoing research projects, including those arising from the Member's research program;
  - (b) The number and quality of publications, presentations, performances, or exhibitions resulting from an established research program;
  - (c) The Member's demonstrated or potential capacity to develop collaborative relationships within the academic community or with community agencies;
  - (d) The Member's demonstrated or potential capacity to create opportunities for students to become involved in research;
  - (e) Additional criteria as determined by the Research and Faculty Development Committee.
- 8.9.6 The maximum teaching assignment reduction per faculty Member is twelve hours a year, to be applied to either or both semesters.
- 8.9.7 Teaching assignment reductions extending over two or three years, subject to annual review, will also be considered.
- 8.9.8 Applications will be evaluated by the Research and Faculty Development Committee and prioritized on the basis of the merit of the proposal in accordance with the criteria in 8.9.5 of this article. The RFDC will make a decision on the Member's application and forward the decision as a recommendation to the relevant Dean. The Dean shall either:
- (a) Implement the recommendation, or
  - (b) Defer the Member's reduction in teaching for no more than 2 semesters, on the basis of program delivery needs, providing reasons, in writing, to the RFDC and the Member.

8.9.9 The Member shall submit an annual written report to the RFDC which accounts for his or her use of time during tenure of the teaching assignment reduction.

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

8.9.11 The maximum institutional teaching assignment reduction is 108 hours per year, subject to budgetary considerations.

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

#### 8.10 Chair Work Assignment

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

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

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

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

8.10.4 The Faculty Association shall be notified of chair workload assignments annually on or before September 1.

#### 8.11 Unpaid Professional Activities

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

#### 8.12 Outside Employment

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

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

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

#### 8.13 Distance Education and Online Learning

8.13.1 No Member shall be compelled to prepare, re-prepare, or deliver an online course unless it is specified in the letter of appointment or renegotiated in the Member's work assignment.

#### 8.14 Annual Report on Professional Activities

8.14.1 A Member shall submit to the Vice-President Academic & Provost (with copies to his or her Dean) an annual report of the Member's responsibilities and professional activities during the previous year (the "Annual Report").

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

8.14.3 Generally, the content of the Annual Report, which is also used for the purposes of compiling and reporting research activities to the Ministry, shall be in the format attached as Appendix "C", and shall include, as a minimum:

- (a) The Member's name, rank, Department, and Faculty;
- (b) The Member's current CV;

- (c) The Member's teaching dossier as outlined in the GFC Policy on Faculty Evaluation (AC3000), and details of teaching activities, new courses, programs or techniques or curriculum developed;
- (d) Details of any research and scholarly activity, including publications, presentations, research grants received, lectures, prizes and awards;
- (e) Details of service to the scholarly discipline, to Concordia, and to the general public;
- (f) Any other information specified by the Vice-President International & Research as necessary for government reporting or other purposes.

8.14.4 A Member's Annual Report will be taken into account in his or her annual performance evaluation.

## 9 Ranks and Categories of Appointments and Continuing Appointments

9.1 A Member will hold one of the following ranks:

- (a) Assistant Professor;
- (b) Associate Professor;
- (c) Professor.

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

9.3 A Member will obtain a permanent appointment only as follows:

9.3.1 In the case of a Member appointed as Associate Professor or Professor, they have successfully completed their probationary period.

9.3.2 In the case of a Member appointed as Assistant Professor after the effective date of this agreement, they have successfully completed their probationary period and also advance in rank from Assistant Professor to Associate Professor in accordance with this Agreement.

9.3.3 In the case of a Member appointed as Assistant Professor before the effective date of this agreement, before October 1, 2017 they must provide an irrevocable election in writing to the Vice-President Academic & Provost between one of the following options, failing which they will be deemed to have elected the first option:

9.3.3.1 To be considered for permanent appointment pursuant to 9.3.2 as though they were appointed after the effective date of this agreement, in which case the provisions of this Article and the Agreement will apply to them in that fashion.

9.3.3.2 To be considered for permanent appointment as a Grandfathered Assistant Professor, meaning that they will obtain permanent appointment upon the Dean's determination that they have successfully completed their probationary period in accordance with this Article, but without the need also to advance in rank from Assistant Professor to Associate Professor.

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

9.5 If an Assistant Professor (including an Assistant Professor who has not elected to be considered as a Grandfathered Assistant Professor) remains on a probationary appointment and does not advance in rank to Associate Professor within the time periods set out in this Article 9 (Ranks and Categories of Appointments and continuing Appointments), the Member's appointment will end.

9.6 If an Assistant Professor (including an Assistant Professor who has not elected to be treated as a Grandfathered Assistant Professor) does not advance in rank from Assistant Professor to Associate Professor in accordance with Article 11 (Advancement in Rank) by the end of their five (5) year probationary appointment, and does not have their probationary appointment further extended for three (3) years in accordance with this Article, then their appointment will end. If such an Assistant Professor's probationary appointment has been further extended for three (3) years in accordance with this Article, then they will have those three (3) years in which to advance in rank to Associate Professor in accordance with Article 11 (Advancement in Rank), failing which their appointment will end.

## 9.7 Probationary Appointments

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

9.7.2 All Members upon appointment shall serve an initial probationary period consisting of an initial two-year probationary appointment. Assistant Professors shall, after the initial probationary appointment, also serve a second three-year probationary appointment, provided that their probationary appointment has been renewed at the end of the initial appointment in accordance with this Article.

9.7.3 In the initial probationary appointment or the renewal to a second probationary appointment, the Dean, with the written consent of the Member and the prior written approval of the Vice-President Academic & Provost, may reduce the length of the probationary period in question.

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

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

9.7.6 In addition to other provisions of this Agreement, the assessment of a Member's performance for renewal or non-renewal of a probationary appointment or transition from probation to permanence will include the following:

(a) Documentary Review

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

(b) Administrative Evaluations

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

(c) Peer Evaluations

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

(d) Member Response to Evaluations

The Member may provide the appropriate Dean with a written response to any of the above evaluations, to be included in his/her file.

(e) The Dean's Recommendation

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

## 9.8 Timelines and Procedure

9.8.1 Prior to October 1 in the final year of each of the first and the second probationary periods (as applicable), the Dean shall initiate the formal evaluation leading to renewal, extension or non-renewal of the probationary appointment or transition from probation to permanence.

9.8.2 Prior to April 30th in the final year of the first probationary period, the Dean shall decide, and inform the Member in writing, one of the following:

- (a) that a second probationary period be offered to the Member, if the Member is an Assistant Professor;
- (b) that the Member successfully transition from probationary appointment to permanent appointment, if the Member is an Associate Professor, full Professor or Grandfathered Assistant Professor; or
- (c) that no further appointment be offered to the Member.

9.8.3 Prior to April 30th in the final year of the second probationary period for Assistant Professors, the Dean shall decide, and inform the Member in writing, one of the following:

- (a) that a third and final probationary period of three (3) years be offered to the Member;
- (b) that no further appointment be offered to the Member.

9.8.4 Upon issuance and receipt of the written decision of the Dean that either an extension of the probationary period or no further appointment be offered to the Member, the following appeal procedure applies:

9.8.4.1 A Member who wishes to appeal the Dean's decision may request, in writing and within ten (10) days following receipt of the recommendation, a meeting with the Dean (the "Initial Resolution Meeting"). Within ten (10) working days following the Initial Resolution Meeting, the Dean will advise the Member in writing as to whether the Dean's decision has changed or not.

9.8.4.2 Following the Member receiving the Dean's decision letter from the Initial Resolution Meeting, the Member shall have ten (10) working days to notify the Dean in writing of a request for a further meeting to consider the Dean's recommendation (the "Informal Review Meeting"). This Informal Review Meeting shall be held with the Dean, the Member and a Department Chair from a Department unassociated with the Member (or in faculties without Department Chairs, a senior department representative) to be chosen by the Dean. The purpose of this meeting is to offer the Member an opportunity to clarify facts or issues relevant to the Dean's decision. Within ten (10) working days following the Informal Review Meeting, the Dean shall advise the Member in writing as to whether the Dean's recommendation has changed or not.

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

9.8.6 The FRC shall be composed of the following persons (with any Members declaring or being held by the Vice-President Academic & Provost to have a conflict of interest being replaced with an alternate person in the sole discretion of the President):

- the Vice-President Academic & Provost, as non-voting chair of the FRC;
- a Member chosen by the President;



- the Department Chair from the department of the Member under review, or where there is no Department Chair in the relevant Faculty, a senior department representative who is a Member; and
- A faculty Member as appointed by the GFC.

9.8.7 Within five (5) days prior to the FRC Meeting, the Dean or a designate of the Dean shall submit to the FRC and the Member any materials the Dean intends to rely upon in the review. Within three (3) days prior to the FRC Meeting, the Member shall submit to the FRC and the Dean or the Dean's designate any materials that the Member intends to rely upon in the review. The Dean or Dean's designate and the Member may attend the FRC Meeting to make oral submissions regarding the relevant issues. The Member may be accompanied at the meeting by an advocate of his or her choice.

9.8.8 Within ten (10) business days following the FRC Meeting, the FRC shall meet alone to consider and make one of the following recommendations, which shall be communicated along with reasons for the recommendation to the Member, the Dean and the President in writing within five (5) business days thereafter:

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

9.8.9 The President shall review and consider the recommendation of the FRC, and decide whether to uphold or reverse the recommendation. If the decision of the President is to reverse a recommendation from FRC for further appointment, the President shall first re-submit the issue back to FRC for reconsideration. The FRC will then within five (5) business days reconsider the matter and advise the President either that their original recommendation stands or that it has changed, at which point the President will review the recommendation for final decision. The President's decision in any event will be communicated to the Member in writing.

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

## 10 Annual Evaluation

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

10.2 The purpose of the annual performance evaluation is to:

- (a) Provide an annual assessment of performance that allows recognition of a Member's achievements and also notes improvements where needed in the Member's teaching, research and scholarship, and service and administrative activities as outlined in Article 8 (The Member's Rights, Responsibilities and Work Assignment), and in this agreement generally.
- (b) Provide formative support and mentoring.

10.3 Subject to the particulars of GFC policies and procedures as amended from time to time, the Faculty Member is responsible for providing an Annual Report in the format in Appendix "C", including a teaching dossier and a current CV, by June 1. Each year a Member shall file the Annual Report Form (see Appendix "C") with the appropriate Dean.

10.4 The pdf version of the Annual Report stored electronically and any paper copies of the Annual Report, as well as the Dean's written response to it, shall be deleted no later than seven years from the date of initial submission of the Annual Report to the Dean.

10.4.1 At least thirty (30) days prior to the deletion date, a Member may elect to have the pdf versions of the Annual Reports stored electronically until termination of employment. A Member making such an election may revert to a seven (7) year retention period at any time.

10.4.2 The University shall maintain and administer the online Annual Report and its associated processes.

10.4.3 The University shall be responsible for the security of the data contained in the Annual Report.

10.5 A Member shall be evaluated based on her or his individual annual distribution of work assignment among teaching, research and scholarship, and service and administration.

10.6 The standards to be applied in evaluating Members pursuant to this Article 10 shall be those standards determined by the General Faculties Council from time to time, in its discretion.

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

10.8 After the review the Dean will, with his or her reasons presented to the Member in writing:

- (a) Deem the Member's performance to be satisfactory;
- (b) Deem the Member's performance to be unsatisfactory;
- (c) Request a meeting with the Member to seek more information.

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

#### 10.10 Performance Plan

10.10.1 In cases where performance is deemed unsatisfactory:

10.10.1.1 The Dean, in consultation with the Member and the Member's Department Chair, will explore options to improve the Member's performance and develop a performance plan that states goals, objectives, and strategies and methods to be employed to achieve the desired improvements in the coming academic year, provided that these are consistent with the GFC policies and procedures regarding standards and evaluation. The performance plan will be signed by the Member, Chair and Dean. The Dean will provide a copy of the performance plan to the Association.

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

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

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

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

## 11 Advancement in Rank

11.1 Advancement in rank is a process that must be initiated by an individual Member. It is a semi-public process in that applications for advancement in rank, requests by the Advancement in Rank Committee (AIRC) for input from faculty and staff, and the decision by the AIRC to award promotion, (but not the decision to deny it) , are announced to the university at large. The AIRC is responsible for evaluating the performance of Members with respect to applications for advancement in rank (“promotion”).

11.2 The AIRC shall consist of five Members holding the rank of Professor, each from a different Department. Members of AIRC shall be elected by the General Faculties Council for three-year terms on a rotating basis. The Vice-President Academic & Provost or designate with faculty rank of Professor shall sit as an advisory member and convener of the AIRC. The members of the AIRC shall choose from among them a Chair, who must have served on the AIRC for at least one year previously, and a Secretary. The President, Academic Deans and other Faculty Members who are principally administrators are not eligible for membership on the AIRC.

11.2.1 The Vice-President Academic & Provost, in his or her sole discretion following consultation with the AIRC, shall replace with an alternate person any member of AIRC who is in a Conflict of Interest.

11.2.2 A Member seeking advancement from Assistant to Associate professor may request that the AIRC consult with a subject matter expert identified in his or her application for advancement. This expert, if approved by the AIRC, shall provide advice in writing to the AIRC concerning the Member’s research and scholarship, but shall have no vote on the outcome of the application.

If a Member being considered by the AIRC is in the same department as a Member of the AIRC, that AIRC Member shall not participate in the decision-making relating to that application and the AIRC will seek an alternate Member who meets the criteria for membership on the committee to serve on an ad hoc basis while considering that particular application.

### 11.3 Timelines

11.3.1 A Member shall inform the Vice-President Academic & Provost of his or her intention to apply for promotion in writing by 1 October, and shall submit their Case File (described in 11.6 and 11.7) to the Vice-President Academic & Provost on or before 1 November, of the academic year in which the review is to take place.

11.3.2 The AIRC shall make its recommendations in writing and submit them, together with a written statement of the supporting reasons on which each recommendation was based,

to the President, with a copy at the same time to the Member, on or before 15 April. Where the AIRC cannot reach a unanimous recommendation, the Chair will also submit a written report to the President summarizing the divergent opinions.

11.3.3 Where promotion is granted, the effective date shall be 1 July.

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

11.4.1 A Member shall be evaluated based on her or his individual distribution of work assignment among teaching, research and scholarship, and service and administration, and:

A Member will have the option to specify the percent weighting of each of teaching, research and scholarship, and service and administration, all in a manner consistent with the Member's duties.

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

- (a) for a Member seeking advancement from Assistant to Associate Professor who teaches solely at the undergraduate level and who has taught twenty-four (24) hour equivalents during the second probationary period the weighting for research and scholarship may be no less than 10%, and for service and administration may be no less than 10%.
- (b) for a Member seeking advancement from Associate to Full Professor who teaches solely at the undergraduate level and who has taught twenty-four (24)-hour equivalents for three (3) or more years in the five (5) years immediately preceding the application for Advancement in Rank the weighting for research and scholarship may be no less than 10%, and for service and administration may be no less than 10%.
- (c) For a Member seeking advancement from Assistant to Associate Professor who teaches at the graduate level, and who has taught eighteen (18) hour equivalents during the second probationary period the weighting for research and scholarship may be no less than 30%, and for service and administration may be no less than 10%.
- (d) For a Member seeking advancement from Associate to Full Professor who teaches at the graduate level, and who has taught eighteen (18) hour equivalents for three (3) or

more years in the five (5) years immediately preceding the application for advancement in rank the weighting for research and scholarship may be no less than 30%, and for service and administration may be no less than 10%.

11.4.2 a record in one area (i.e., teaching, research and scholarship or service and administration) exceeding the requirements for the rank being sought may compensate for a lesser record in another area.

11.5 A recommendation on advancement shall be made by the Member's Department Chair, or in the absence of a chair the Member's Dean. This recommendation shall be based on a departmental review of the application and whether favourable or unfavourable shall be shared with the Member and subsequently shall be forwarded to the Chair of the AIRC on or before 1 November of the year in which the review is to take place.

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

- (a) a Curriculum Vitae;
- (b) representative examples of publications or equivalent;
- (c) a list of activities from services and administration provided to Concordia, the broader community, government or society;
- (d) a self-evaluation;
- (e) copies of letters received from the AIRC on the occasion of previous applications for advancement;
- (f) A Case File (described below);
- (g) any other relevant information.

11.7 Case File – In applying for promotion, a Member shall prepare a Case File to demonstrate achievements in respect to three (3) areas to be evaluated: Teaching (Area 1), Research and Scholarship (Area 2), and Service and Administration (Area 3). Materials submitted as evidence in the three areas shall be evaluated by the AIRC and, if applicable, external assessors.

11.7.1 Area 1: Teaching

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

- (a) A teaching philosophy statement, that is, explanatory material about aims and methods of teaching written and submitted by the candidate;
- (b) Course descriptions, syllabi, bibliographies, or other material distributed in courses;
- (c) Material descriptive of courses submitted to other bodies (e.g., departmental or University curriculum committees);
- (d) Letters of reference from colleagues;
- (e) Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures. Evaluation results administered independent of University-wide standardized student evaluation procedures may also be submitted;
- (f) Evidence of internal and/or external awards, publications, citations, presentations at colloquia, seminars, workshops, or conferences on teaching.

#### 11.7.2 Area 2: Research and Scholarship

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

- (a) Participation in discipline-related professional association(s) or committees;
- (b) Attendance at discipline, teaching or sectoral-related conferences;
- (c) Professional development activities to maintain currency in teaching and scholarship;
- (d) Publications in non-peer reviewed disciplinary publications such as book reviews, opinion and review pieces in newspapers, magazines or online publications;
- (e) Non-peer reviewed presentations;

- (f) Developing or revising university curriculum and courses;
- (g) Developing and disseminating innovative teaching and learning strategies;
- (h) Creation of resources or programs to support teaching;
- (i) Compiling scholarly bibliographies and annotated resource lists;
- (j) Presenting workshops, or papers or being a panel member at a discipline, teaching or sectoral-related conference;
- (k) References and citations, and copies of printed or electronic publications, papers/posters presented at scholarly conferences, and other materials selected by the candidate ("Publications" include work formally accepted for publication by reputable journals or publishers, as well as book chapters in the candidate's discipline, in interdisciplinary journals, or in journals devoted to the scholarship of teaching and learning, as well as creative works and works published outside the candidate's discipline.);
- (l) Citation by others in the field;
- (m) Evidence of reception of grants, fellowships, or awards;
- (n) Evidence of participation in funded research;
- (o) Substantial creative works relevant to the discipline or scholarly field which have been made public;
- (p) Documentary evidence of exemplary practice in professional fields, which may include written research, and policy or practice monographs; and
- (q) Evidence of service and administration as a reviewer, referee, contributor, or editor for a professional or scholarly publication or conference.

### 11.7.3 Area 3: Service and Administration

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



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

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

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

11.9 An application for advancement in rank from Associate Professor to Full Professor must include at least two evaluations; one, at the discretion of the applicant, may be from a referee internal to Concordia but external to the Member's department and one must be from an external referee; both referees shall be acceptable to both the applicant and the AIRC and be at arm's length from the applicant. A copy of the applicant's written application package and all relevant materials, including student evaluations, shall be sent by the AIRC to the external referee for this purpose.

11.10 Subject to legal or other privilege, no information or material will be relied on in an evaluation unless the Member being evaluated has had a reasonable opportunity to review and

respond to it. In cases where material has been deemed privileged, the Employer will provide the Member with either redacted material or a summary description of the content.

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

11.12 The AIRC shall make a recommendation on advancement in rank to the President, with a copy to the Member.

11.13 Reconsideration of Advancement in Rank Recommendation

11.13.1 Where the AIRC's recommendation is to refuse advancement in rank the applicant may, within ten (10) working days of receipt of the AIRC's decision, inform the Vice-President Academic & Provost or his/her designate, in writing, of his or her intention to request a reconsideration of the AIRC decision. This submission must include the reasons for which the applicant wishes a reconsideration of the decision. Specifically, the grounds for granting a review of the decision shall be any of those outlined in 25.2.1 (Grievance and Arbitration) and/or a substantial piece of new evidence related to the Candidate's application affecting the decision. Based on this submission the Vice-President Academic & Provost or his or her designate shall decide whether to proceed with reconsideration.

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

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

The applicant shall provide this written information (11.12.2 (b) i-iii) no later than 10 working days after having been advised by the Vice-President Academic & Provost of the composition of the AIRC appeal committee.

11.13.3 The AIRC appeal committee will meet to deliberate on the reconsideration application no later than ten (10) working days following receipt of the materials identified in (11.12.2 (b) i-iii), or twenty-five (25) days following formation of the AIRC appeal committee, whichever is the later. These meetings will be confidential. The AIRC appeal committee will advise the Applicant and President of its recommendation on the reconsideration in writing within five (5) working days following their reconsideration meeting, or in the event that a meeting with the Applicant and/or witness is held, within ten (10) days following that meeting.

11.13.4 The President will consider the AIRC's recommendation or the decision of the AIRC appeal committee and decide whether the Member should be advanced or not. If the President disagrees with a recommendation by the AIRC or the AIRC appeal committee that a Member should be advanced, then the President will submit the issue back to AIRC or the AIRC appeal committee for reconsideration before making a final decision. Where the President decides that the Member shall be advanced, that decision is subject to ratification by the Board.

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

## 12 Re-Entry of Administrators

12.1 Any Member who was a permanent full-time faculty Member prior to accepting an administrative position shall, upon cessation of the administrative appointment, regardless of reason, retain their academic position in accordance with the terms of this agreement.

12.2 Any Member who holds a probationary appointment prior to accepting the administrative position may return to their academic position at the stage of the probationary process they had attained prior to taking up the administrative appointment.

12.3 Any administrative salary supplement will terminate when the Member returns to their academic position. The salary and benefits of an administrator entering or re-entering the bargaining unit shall be in accordance with the terms and conditions of this agreement.

## 13 Discipline: Faculty Members

- 13.1 Discipline is always within the discretion of the Vice-President Academic & Provost. Deans, Chairs, and other supervisors may also take corrective measures short of discipline, limited to issuing letters of warning or expectation.
- 13.2 All dates and times established by this Article may be varied by the mutual written consent of the Member, the Association, and the Vice-President Academic & Provost.
- 13.3 Discipline of a Member arising from unacceptable performance of her or his responsibilities under this agreement (Article 8: Members' Rights, Responsibilities, and Work Assignment) shall be subject to specific process, as follows:
- 13.3.1 Within fifteen (15) days following completion of the annual performance evaluation for a Member (including the determination of the reviews and appeals enumerated in this Agreement), the Dean shall:
- (a) refer the record of a Member to the Vice-President Academic & Provost with a recommendation that the Member be disciplined for unacceptable performance of her or his responsibilities under this agreement, and
  - (b) notify the President of the Association in writing of any intention to initiate disciplinary procedures.
- 13.3.2 The record of the Member shall include copies of all material about the Member which had been before the Dean, the FRC or the AIRC in the last three years and before any person or body in any appeals made by the staff member in those years and any additional material which the Dean adds to support the recommendation. All such material will also be provided to the Member at the same time as it is provided to the Vice-President Academic & Provost.
- 13.3.3 The Member may submit material in response to that submitted by the Dean under this Article, with such material to be submitted to the Vice-President Academic & Provost within ten (10) days of receipt of the Dean's material.
- 13.3.4 The Vice-President Academic & Provost shall offer to meet with the Member within twenty (20) days of the receipt of the Dean's recommendation or within ten (10) days of the receipt of the Member's response materials.

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

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

13.3.6 The Vice-President Academic & Provost shall advise the Member and the Dean of his or her decision in writing.

13.4 Any person may make a complaint to the Vice-President Academic & Provost about the conduct of a Member, including in the complaint a detailed description of the conduct or matter complained of. Not every disciplinary action must be initiated by way of a complaint.

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

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

13.6 If the written complaint is not received by the Vice-President Academic & Provost within six months of the date the alleged conduct became known or ought reasonably to have been known to the complainant, the matter shall be considered as closed, and cannot be acted on by the Vice-President Academic & Provost. Where circumstances warrant, such as when the complaint involves a breach of criminal law, violent behaviour or threats of violence against a Member of the University community, the Vice-President Academic & Provost, at his or her discretion, may waive this clause.

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

- (a) Within seven (7) days, send a copy to the respondent Member and the Association;
- (b) Advise the Member of his or her right to meet with the Vice-President Academic & Provost, and to have a representative from the Association attend such a meeting, and arrange such a meeting upon the Member requesting it; and

- (c) provide the Member and the Association with at least seven (7) working days' notice of the time of this meeting.

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

13.9 The investigator:

- (a) shall meet with the complainant and the respondent separately and provide the complainant and the respondent with the opportunity to make written representations, or to have legal representation and/or an advocate from the Faculty Association present at the meeting;
- (b) may meet with any person who could provide information relevant to the complaint and receive materials submitted, whether at the investigator's request or unsolicited, and shall not be bound only by the original letter of complaint;
- (c) upon completion of the investigation, shall submit a written report to the Vice-President Academic & Provost, with a copy to the respondent, the complainant, and the Association.

13.10 Upon completion and receipt of the investigation report, and before making a decision, the Vice-President Academic & Provost shall offer to meet with the respondent, the complainant, and a representative of the Association and may also require further investigation.

13.11 The Vice-President Academic & Provost shall, in writing:

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

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

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

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

- (a) A letter of warning or reprimand. Such letters must be identified as disciplinary measures.
- (b) Suspension with pay.
- (c) Suspension with partial pay, or without pay, or a fine in lieu of those, where the severity of the offense does not warrant suspension or dismissal.
- (d) Dismissal.
- (e) Another appropriate penalty in the discretion of the Vice-President Academic & Provost.

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

13.16 In cases where there is an immediate threat by the Member to an individual(s) at the University or to University property, or an immediate or serious threat to the functioning of the University, the Employer retains the right to immediately suspend a Member until the matter can be investigated according to the provisions of this Article. Any such suspension shall be with pay and benefits.

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

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

13.19 Proceedings under this Article shall be restricted and private to the persons involved as complainant(s), respondent(s) or witnesses (to the extent that witnesses need to know information related to the proceedings). When discipline is imposed, publicity shall be restricted to persons who have a need to know about the case in all the circumstances

including but not limited to the relevant Chair, Deans or other administrators and the Association. When discipline is imposed, publicity shall be restricted to that which is necessary to correct or dispel information that may have become known after the proceedings, in the discretion of the Vice-President Academic & Provost and following consultation with the respondent. In the event that it is determined that there shall be no disciplinary action, the Vice-President Academic & Provost must inform each individual to whom concerns and allegations were disclosed by the Vice-President Academic & Provost or the investigator that there was no disciplinary action taken.

## 14 Non-Discrimination and Harassment

14.1 The Parties recognize a mutual obligation to adhere to all applicable legislative requirements with regard to human rights and discrimination.

14.2 Alleged instances of harassment and discrimination involving Members shall be dealt with in accordance with Concordia's Sexual Orientation and Gender Identity Policy and Harassment Policy as contained in the Alfresco policy folder. Any changes to Concordia's Harassment Policy and/or Sexual Orientation and Gender Identity Policy shall require prior consultation with the Association.

## 15 Retirement

15.1 For the purpose of this Article, the "normal date of retirement" shall be the 30 June coincident with, or following, the attainment of age 65.

15.2 For the purpose of this Article, "early retirement" is defined as a decision to terminate employment under the provisions of this Article, at any date following the attainment of age 55 but prior to the normal date of retirement.

15.3 A Member shall, normally, provide six (6) months written notice of intent to take early retirement, in accordance with the format in Appendix "D".

15.4 For the purpose of this Article "deferred retirement" is defined as a decision to terminate employment under the provisions of this Article beyond the normal date of retirement.

15.5 For the purpose of this Article, the "deferred date of retirement" shall be any date beyond the normal date of retirement.

15.6 In order to enable both academic planning and personal retirement planning, prior to the normal date of retirement and with as much notice as possible twelve (12) months is highly recommended), a Member shall provide to the Vice-President Academic & Provost, either:



- (a) An irrevocable written notice of retirement, in accordance with the format in Appendix “D”, effective on the normal date of retirement. This date can be amended to an earlier date with sufficient notice. The Vice-President Academic & Provost shall forward the notice of retirement to the President; or
- (b) A written notice of intent to defer retirement, in accordance with the format in Appendix “D”.

15.7 In accordance with the provisions of the Concordia University of Edmonton Employee Pension Plan in effect at the date of signing this Agreement, and in accordance with the Income Tax Act and regulations therein as promulgated from time to time, a faculty Member must commence the receipt of monthly pension benefits no later than the June 30<sup>th</sup> coincident with, or following the attainment of age 71. At such time, the faculty Member shall be eligible to continue employment on a full-time basis and Membership in the Concordia University of Edmonton Employee Pension Plan (or successor plan) ceases.

#### 15.8 Phased Retirement Periods

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

15.8.2 At least three (3) months prior to completing arrangements for a phased retirement period, the Dean shall, in consultation with a Member’s department Chair, assign in writing to the Member specific teaching-related responsibilities and other duties which may include supervisory and administrative responsibilities. This assignment shall be in effect for the duration of the phased retirement period, unless a change is mutually agreed to by the parties to this arrangement. A Member shall not normally accept responsibility as supervisor for new graduate students during this period and normally shall limit application for research grants and contracts to those that can be completed in the phased retirement period.

#### 15.9 Phased pre-retirement period

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

15.9.2 A Member shall be entitled to a phased pre-retirement period, providing at least six (6) months written notice to the Vice-President Academic & Provost of the commencement date of the phased pre-retirement period. A Member shall be entitled to a phased retirement period

and shall agree to retire immediately upon completion of the phased retirement period. This retirement date shall be irrevocable.

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

Option	Phased Pre-Retirement Basis	Maximum Period of Phased Pre Retirement	Basis of Salary	Irrevocable Written Notice of Intent to Retire shall be received
1	Leave without pay from 50% of duties	2 years	1/2 pay	6 months plus 2 years prior to date of retirement
2	Leave without pay from 66.7% of duties	3 years	1/3 pay	6 months plus 3 years prior to date of retirement

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

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

15.10 Phased post-retirement period

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

15.10.2 A Member shall be entitled to a phased post-retirement period if the Member has not taken a phased pre-retirement period and by providing as much notice as possible (eighteen (18) months is highly recommended).

15.10.3 The phased post-retirement period shall consist of one of the following sets of conditions:

Option	Phased Post Retirement Basis	Maximum Period of Phased Post Retirement	Basis of Salary	Irrevocable Written Notice of Intent to Retire shall be received
1	50% of full-time duties	2 years	½ pay	As much notice as possible (18

				months highly recommended)
2	33 1/3% of full-time duties	3 years	1/3 pay	As much notice as possible (18 months highly recommended)

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

## 16 Salary and Benefits

### 16.1 Salary Schedule

16.1.1 The salary schedules of all Members are appended hereto as Appendix “E” (Salary Schedules).

16.1.2 There shall be a salary re-opener for the final three years of this Agreement, as follows. The Association or Concordia may re-negotiate the salary schedules for the years following the 2017-2018 year reflected in Appendix “E” by providing written notice to this effect by no later than March 1, 2018. If no such written notice to re-negotiate salary is given, or if such written notice is given but the parties cannot agree to any new salary schedule in time for the expiry of the 2017-2018 Salary Schedule, then in either such event the existing Salary Schedule for 2017-2018 shall remain the Salary Schedule thereafter, with no other adjustment to salary of any kind being provided, subject to the parties reaching agreement on a new Salary Schedule or a new Collective Agreement.

### 16.2 Payroll Deduction

16.2.1 With respect to any compensation or benefits that require statutory or other contributions from Members, the Employer shall deduct those contributions from salary cheques.

### 16.3 Pension Benefits

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

### 16.4 Tuition Benefits

16.4.1 Permanent-stream faculty and Academic Service Officers are entitled to take two Concordia courses, regardless of program area, free per academic year (one 6-credit or two 3-credit courses if degree program courses). Faculty who exceed the annual maximum are entitled to a 50% education fee waiver for any additional courses.

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

16.4.3 Dependents under the age of twenty-seven (27) and spouses of full-time faculty who enroll in courses at Concordia are entitled to receive a 50% education fee waiver. The remaining required and other fees are assessed upon registration.

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

## 16.5 Moving Expenses

16.5.1 Concordia normally pays reasonable moving expenses to Edmonton for new permanent-stream faculty. The Member shall clear moving arrangements with the appropriate Dean in advance, in writing. The Member shall submit an account of expenses, supported by receipts, to the responsible Dean who arranges for appropriate reimbursement following the appointee's arrival at Concordia and the submission of documented expenses.

16.5.2 An appointee who voluntarily resigns before serving Concordia for two years must refund a portion of the moving allowance that was paid, repayable from the Member's final pay, or otherwise as a debt owing to Concordia. The Member's liability to Concordia for the amount of the moving allowance paid shall decrease proportionally by 1/24th of the total amount at the end of each month of regular service, exclusive of leave periods.

## 16.6 Computers

16.6.1 Concordia is committed to provide a computer work station for every permanent-stream Member as part of normal office equipment. The computer system provided will be complete and of a quality commensurate with the standard established by Information Technology Services in consultation with faculty.

16.6.2 Faculty Members may apply to the Vice-President Academic & Provost for assistance in upgrading the computer system which is provided by Concordia for regular office use to make it more flexible for individual preferential use. Faculty Members may also apply for assistance in purchasing a computer for home use. The amount of assistance shall be 50% of the cost of the computer system, the total amount not exceeding the cost of the standard model. These applications shall be at the sole discretion of the Vice-President Academic & Provost.

## 16.7 Professional Development

### 16.7.1 Grants for Advanced Study

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

### 16.7.2 Professional and Learned Societies

16.7.2.1 Concordia encourages the faculty to participate in professional organizations in their fields of expertise. Concordia pays the full cost of one membership in a learned society for each continuing faculty Member upon request and recommendation of the department chair. The publication of the respective organization included in the membership may be retained by the faculty Member. The faculty Member is encouraged to attend scholarly conferences, subject to the availability of funds.

## 17 Intellectual Property

17.1 The parties shall be governed by the Intellectual Property policy set out in Appendix “H” and the Memorandum of Understanding appended as Appendix “H.1”.

## 18 Vacation

### 18.1 Statutory Holidays

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

18.1.2 In addition, Concordia observes the following days as holidays:

Easter Monday  
Heritage Day  
Boxing Day

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

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

18.2 Each Member who has been appointed for at least one (1) year shall be entitled to an annual vacation of twenty-five (25) work days for the first ten (10) years of full-time appointment. Beginning in the eleventh year, the vacation shall be increased to 30 work days.

18.3 With the exception of Members teaching in trimester programs, Members have the right to schedule vacation at times of their choosing within the intersessional period (five (5) working days after the end of the winter examination period, through five (5) working days before fall semester classes begin). Vacation time outside the intersessional period must be approved by the Dean, with any disputes concerning vacation time being referred to the Vice-President Academic & Provost for final resolution.

18.4 Members teaching in trimester programs have the right to schedule vacation at any times the Member does not have teaching responsibilities (beginning no earlier than five (5) working days after the end of examinations or, if there are no examinations, five (5) days after the end of classes). Vacation during times of teaching responsibilities must be approved by the Dean, with any disputes concerning vacation time being referred to the Vice-President Academic & Provost for final resolution.

18.5 Vacation must be taken within the contract year (July 1 to June 30). Vacation entitlement may not be carried from one contract year into the next.

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

18.7 Salary in lieu of vacation shall not be paid.

## 19 Medical Leave

19.1 In this Article:

- (a) "Medical leave" includes leave for sickness, injury, short term disability, consultation with health care professionals and stays in hospitals or other institutions for prescribed medical care when such event prevents the Member from performing the duties the Member was performing immediately prior to the commencement of the sickness or injury; and

(b) "Medical certificate" means a certificate verifying the medical condition signed by a qualified physician, as otherwise detailed in this Article.

19.2 A Member shall inform the Dean or Library Director of any medical leave and provide an estimate of its duration. The Dean or Library Director may require the Member to provide a medical certificate. The medical certificate shall specify the general nature of the sickness or injury, the treatment plan, the specific manners in which the Member is limited from performing the various aspects of his or her employment responsibilities, and provide an estimate of the duration of the absence. The Member shall provide updated medical certificates upon reasonable request by the Employer thereafter, but at least prior to the expiration of the previous certificate, for as long as he or she remains on medical leave. In the absence of a medical certificate, the Employer may suspend payment of salary and other benefits to the Member pending satisfactory receipt of the medical certificate.

19.3 Where a medical leave exceeds or is expected to exceed fourteen (14) days, the Dean shall refer the Member to Human Resources. The Member shall coordinate with Human Resources to complete a short-term disability form. The completed form shall be forwarded to Human Resources. Once the claim has been reviewed, Human Resources shall formally advise the Member whether he or she is on medical leave, with the effective date of the leave to be the date the Member was first absent from duties as a result of the illness or injury. If the application is not approved, Human Resources may recommend to the Vice-President Academic & Provost that the Member be examined by a physician. The Vice-President Academic & Provost may require the Member to be examined by an appropriately qualified physician selected by the Vice-President Academic & Provost, after consulting with the Association. Pending the outcome of the medical examination, the Vice-President Academic & Provost may place the Member on interim medical leave. If a medical examination is directed by the Vice-President Academic & Provost, the Member shall cooperate with reasonable requests made by the physician, including requests for relevant medical information. Following the examination, the physician shall provide an assessment of the Member's fitness to perform his or her duties to the Vice-President Academic & Provost and Human Resources.

19.4 During medical leave, the Member shall remain on full pay and benefits.

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

19.6 If the medical leave is expected to exceed seventeen (17) weeks, in aggregate, the Member shall apply for long-term disability leave and benefits pursuant to the relevant policies and procedures of Concordia's long-term disability coverage provider. If the Member's application is approved, the Member shall be placed on long-term disability leave. If the application is not

approved, the Member shall return to regular responsibilities, failing which he or she shall no longer be entitled to pay and benefits and his or her employment shall terminate.

19.7 Absence due to medical leave shall be considered service for determining eligibility for a sabbatical but absence on disability leave shall not be so considered.

## 20 Leaves of Absence

20.1 Leaves of absence shall be awarded following application for leave to be made by the Member and approved by the appropriate officer or supervisor.

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

### 20.3 Paid Childbirth Leave

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

20.3.2 A female Member shall be entitled to take Childbirth Leave of up to seventeen (17) weeks in accordance with this Article.

20.3.3 A female Member who intends to apply for Childbirth Leave shall inform the appropriate Dean in writing as early as possible, who shall inform the Member in writing whether she has been granted the leave and the terms thereof.

20.3.4 A female Member who wants to take Childbirth Leave shall formally apply for EI Maternity Benefits on or about the last day of active work and shall present the appropriate Dean or Director with the decision of the EI administrators and any requested documentation as soon as possible.

20.3.5 During the Childbirth Leave, the Member's remuneration shall be as follows:

20.3.5.1 If EI determines that there shall be a two-week waiting period before EI Maternity Benefits begin, the Member's remuneration during that two-week period shall be 95% of regular salary less deductions, to be funded in full by Concordia. For the balance of the Childbirth Leave period (up to fifteen (15) weeks), the Member's remuneration shall consist of EI Maternity Benefits plus supplementary salary from Concordia that is sufficient to bring total remuneration to 95% of regular salary.



20.3.5.2 If EI determines that there shall not be any waiting period before EI Maternity Benefits begin, then the Member's remuneration (up to seventeen (17) weeks) shall consist of EI Maternity Benefits plus supplementary salary from Concordia that is sufficient to bring total remuneration to 95% of regular salary.

#### 20.4 Paid Parental Leave

20.4.1 The purpose of Parental Leave is to provide child care necessitated by the birth or adoption of a child.

20.4.2 A Member shall be entitled to paid Parental Leave of up to twelve (12) weeks if the Member is the primary caregiver.

20.4.3 A Member who intends to apply for Parental Leave shall inform the appropriate Dean or Director in writing as early as possible, who shall inform the Member in writing whether the Member has been granted the leave and the terms thereof.

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

20.4.5 During Parental Leave, the Member's remuneration shall be as follows:

20.4.5.1 If EI determines that there shall be a two-week waiting period before EI Parental Benefits begin, the Member's remuneration during that two-week period shall be 95% of regular salary less deductions, to be funded in full by Concordia. For the balance of the Parental Leave period (up to ten (10) weeks), the Member's remuneration shall consist of EI Parental Benefits plus supplementary salary from Concordia that is sufficient to bring total remuneration to 95% of regular salary.

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

20.5 If a Member is not eligible for EI Maternity or Parental benefits, they will similarly be ineligible for supplemental top-up of remuneration from Concordia related to Childbirth or Parental Leaves in accordance with this Article.

#### 20.6 Child Care Leave Beyond Childbirth or Parental Leaves

20.6.1 A Member who intends to apply for a further Child Care Leave beyond the Paid Childbirth or Parental Leaves provided by this Article shall inform the appropriate Dean in writing as early as possible and in any event prior to starting any Childbirth or Parental Leave. The Dean or Director shall inform the Member in writing whether the Member has been granted the leave and the terms thereof.

20.6.2 A Member is eligible for a Child Care Leave without pay for a period beyond his or her Childbirth or Parental Leave entitlements, with the maximum duration of the Child Care Leave to be no more than fifty-two (52) weeks when combined with any Childbirth or Parental Leave taken.

20.6.3 Time spent on Childbirth, Parental or Child Care Leaves is omitted in determining eligibility for sabbatical leaves. A Member whose leave is longer than twenty-six (26) weeks will not receive the salary increment for the year.

20.6.4 The Member shall have coverage under Concordia's benefits programs during Childbirth, Parental or Child Care Leaves to the extent allowed by those benefits programs in the circumstances.

## 20.7 Other Leaves

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

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

## 21 Sabbatical

### 21.1 Purpose

21.1.1 A sabbatical leave is an extended period of academic work or scholarship intended to enrich the intellectual life of Concordia. Specifically, a sabbatical leave is to be used for one or more of the following purposes:

- (a) research and scholarship, including the beginning of a new and promising line of research and scholarly activity;
- (b) advanced study, work, or travel designed to keep the faculty Member abreast of the latest developments in his or her area of specialization.

### 21.2 Eligibility

21.2.1 Every faculty Member with a permanent appointment is eligible for a first sabbatical leave after six (6) years of permanent full-time or full-time equivalent service at Concordia, for a second sabbatical leave after thirteen (13) years of permanent full-time or full-time equivalent service at Concordia, for a third sabbatical leave after twenty (20) years of permanent full-time or full-time equivalent service at Concordia, and so on. Time spent on leave of absence, except sabbatical leaves, is not counted toward the service period. Part-time service is translated into full-time equivalents on the basis of normal service loads. Eligibility is not limited by age. Faculty Members may not take more than twelve (12) months of sabbatical leave within any three-year period.

### 21.3 Priority

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

### 21.4 Availability

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

### 21.5 Early Sabbatical Leaves

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

### 21.6 Length, Schedule and Salary

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

- (a) a twelve-month sabbatical leave from July 1 to June 30 at:
  - i. 90% salary for a Member taking a first sabbatical;
  - ii. 80% salary for Members taking their second or subsequent sabbatical

- (b) a six-month sabbatical leave from July 1 to December 31 or from January 1 to June 30 at 100% salary;
- (c) a twelve-month sabbatical leave divided into two six-month sections at 80% salary, the first half taken from July 1 to December 31 or from January 1 to June 30 and the second half from July 1 to December 31 or from January 1 to June 30 within six years of the end of the first half. For purposes of 21.1 this sabbatical leave is counted in the academic year of the first half. Priority (21.2) for the next sabbatical leave will accrue starting at the end of the academic year of the second half.

## 21.7 Finances

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

## 21.8 Implementation

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

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

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

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

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

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

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

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

- (a) Salary while on medical leave will be at regular salary rate.
- (b) If the onset of illness/injury occurs before 50% of the sabbatical has been completed, the sabbatical will be considered to be cancelled and the Member may take another sabbatical in the following sabbatical year (provided the sabbatical program is the same as the aborted one, without formal application). Eligibility for a subsequent sabbatical will be determined by the dates of the second or replacement sabbatical, not by the aborted one. Notwithstanding the fact that part of the original sabbatical has been cancelled, the salary rate will not be adjusted for that period.
- (c) If the onset of illness/injury occurs when 50% or more of the sabbatical has been completed, the sabbatical will be considered to be completed and eligibility for a subsequent sabbatical will be based on the regular end-date of the aborted sabbatical.

21.11 Sabbatical Leave Reports

Mid-way through the sabbatical leave the Member shall consult with the Chair, or in a Faculty without Chairs, the Dean, with respect to the progress of the sabbatical plan. Members returning from sabbatical leave shall, within three (3) months of their return to the University, submit a written report to the Faculty Dean and to the Research and Faculty Development Committee. This report shall describe the sabbatical leave accomplishments in terms of the Member's fulfillment of the sabbatical leave plan and the purpose of a sabbatical leave. The

final report shall be attached to the Member's Annual Report on Professional Activities for that year.

## 22 Travel at the Request of the Employer

22.1 The Employer shall reimburse Members for approved expenses incurred while travelling on University business at the Employer's request. Members shall not be required to travel.

22.2 For reimbursement, Members shall submit original receipts (and boarding passes if applicable) together with the expense reimbursement form.

22.3 Approved expenses, and rate of reimbursement, shall be in accordance with University policy as amended from time to time.

## 23 Effective Date

23.1 This Agreement shall be effective on the date that it is ratified by the parties up to and including June 30, 2021, and for further periods of one (1) year unless written notice is given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein or a wish to bargain with a view to the making of a new Agreement, within the period from ninety (90) days prior to the renewal date. Should neither of the parties give such notice, this Agreement will renew for a period of one (1) year.

23.2 The Salary Schedule for 2016-2017 attached hereto as part of Appendix "E" to this Agreement shall be retroactive to July 1, 2016.

23.3 Should negotiations not be completed prior to the expiration date of this Agreement, all negotiated items will be effective from the date of signing the new Agreement.

## 24 Reduction in Force Through Financial Exigency or Program Redundancy

24.1 The parties recognize that a reduction or reorganization in academic staffing may be required in the event of:

24.1.1 Financial Exigency, meaning continuing and structural deficits that threaten Concordia's ability to operate; or

24.1.2 Program Redundancy, meaning academic programs have insufficient enrolment making the programs unsustainable in their current form, normally involving three (3) years of declining or insufficient enrollment.

24.2 Reductions in staffing will be made with due regard to seniority of Members, with the Members having the shortest length of service in the area affected being the first to be terminated.

24.3 Prior to terminating a Member's employment pursuant to this Article, Concordia will meet with the Member (who may be accompanied by a representative of their choice) and determine, in its discretion, whether the Member can reasonably meet the job requirements for deployment to another position available in administration within the bargaining unit or another teaching area.

24.3.1 Any redeployment to another academic or administrative unit within the bargaining unit shall require the written consent of the Member. If such redeployment occurs, the Member shall retain his/her rank and placement on the salary grid.

24.4 Concordia may terminate a Member's employment pursuant to this Article upon providing the Member with notice equivalent to one month of notice for each year of service (with partial years to be prorated) up to a maximum of twelve (12) months of notice in total, or pay in lieu of such notice, or a combination thereof in the case of a termination for financial exigency and up to a maximum of eighteen (18) months of notice in total, or pay in lieu of such notice, or a combination thereof in the case of a termination for program redundancy.

24.5 An employee declared redundant under 24.1.2 of this Article, shall have the right to grieve such declaration of redundancy under Article 25 (Grievance and Arbitration) of this Agreement.

## 25 Grievance and Arbitration

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

25.2 Disputes for which there are specific appeal or resolution mechanisms provided in this agreement shall be resolved by those mechanisms and not by the grievance procedures of this Article, with the following exceptions:

25.2.1 In cases in which it is alleged that:

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

25.2.2 In cases of conversion from probationary to permanent appointment, or advancement in rank, an arbitrator does not have jurisdiction to award a permanent appointment or to grant advancement in rank.

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

#### 25.4 Types of Grievance

25.4.1 A grievance may be submitted:

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

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

#### 25.6 Time Limits

25.6.1 Notice of a grievance shall be filed within forty-five (45) days of the date on which the action or omission being grieved occurred, or forty-five (45) days from the date on which the Member, Association, or the Employer, as the case may be, knew or reasonably should have known that the action or omission has occurred.

25.6.2 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the Parties, shall result in the grievance being deemed withdrawn.

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

#### 25.7 Informal Resolution

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



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

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

25.7.4 If the Parties cannot resolve the grievance informally within fifteen (15) days following the meeting, the Vice-President Academic & Provost shall deliver a decision in writing to the Association to that effect.

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

## 25.8 Grievance Procedure

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

25.8.2 In filing a formal grievance, the Association shall:

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

25.8.3 A grievance shall be submitted to the President.

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

## 25.9 Arbitration

- 25.9.1 To refer a grievance to arbitration, the Association or the employer, as the case may be shall provide notice in writing to the other party.
- 25.9.2 A matter referred to arbitration shall be heard by a single arbitrator except for those matters where the Employer and the Association agree, in referring a matter to arbitration, to a three-person arbitration board. Hereinafter, all references to arbitrator shall be deemed to include an arbitration board.
- 25.9.3 In the case of a single arbitrator, the arbitrator shall be appointed by agreement of the parties.
- 25.9.4 In the case of a three-person arbitration board, each party shall select its nominee to the arbitration board and the two nominees shall appoint the third person (who shall be Chair).
- 25.9.5 If the parties cannot agree to a single arbitrator or to a Chair of a three-person arbitration board, either Party may request the Director of Mediation Services to appoint a single arbitrator as provided for under the Labour Relations Code, as amended from time to time.
- 25.9.6 The arbitrator shall have the duty and power to adjudicate all matters in dispute, to receive and to examine evidence, to administer oaths and to compel attendance of witnesses and production of documents, in accordance with the powers conferred by the Labour Relations Code, as amended from time to time.
- 25.9.7 The arbitrator may rule on questions of law and jurisdiction that arise before or during an arbitration.
- 25.9.8 The arbitrator shall issue a decision which shall be final and binding. In the case of a matter heard by arbitration board, the decision of the majority shall be the decision of the arbitration board, and if no majority exists, the decision of the person chairing the board shall be the decision of the board.
- 25.9.9 The arbitrator shall furnish to the parties a written decision as soon after the conclusion of the hearings as possible.
- 25.9.10 The arbitrator shall conduct any hearing in private in the presence of the grievor and the Parties and/or their representatives (if any) unless the grievor and the Parties agree otherwise in writing.

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

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

25.9.13 The Employer and the Association shall share equally the fees and expenses of the arbitrator.

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

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

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

## 26 Official File

26.1 The University shall maintain an Official File for each Member.

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

26.3 It is recognized that copies of some or all of the materials in the Official File may be used for normal administrative purposes. Copies of such materials may be filed elsewhere for these purposes. The Official File shall be clearly marked as confidential.

26.4 A Member, and with the Member's written consent, a Member's agent, have the right to examine after giving reasonable notice the entire contents of their Official File during normal business hours. The examination may be carried out in the presence of a person designated by the Director of Human Resources. Members shall not remove their Official File or parts thereof from the office where it is held, nor shall Members annotate or in any way alter the Official File during examination.

26.5 A Member may, upon written request, obtain a copy of any document in their Official File. Electronic copies, if available and requested, and hard copies shall be provided free of charge.

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

## 27 Association Work

### 27.1 Course and/or Workload Release

#### 27.1.1 Recognition of Service

In accordance with Clauses 8.7.3 and 8.7.4, service on the Executive of the Faculty Association is an example of service to Concordia. In addition, for the purposes of the Annual Evaluation, Permanency, Renewal, and Promotion, Association work counts for service.

27.1.2 Concordia shall annually grant to the Association two (2) three-credit course releases for faculty Members, to be assigned by the Association to carry out Association work.

27.1.3 Concordia shall grant the Association's Chief Negotiating Officer one (1) course release in addition to any other course or workload release the Chief Negotiating Officer may have, in years in which bargaining occurs.

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

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

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

27.1.7 Work release credit for non-faculty members of the Association involved in Association work or collective bargaining will be determined as per the MOU presented in Appendix "F".

#### 27.2 Mail

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

## 28 Emeritus

### Appendix "G"

## PART II: Academic Service Officers (ASO)

### 29 Application and Recognition:

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

### 30 Application of Articles

30.1 The following Articles of this Collective Agreement apply to the ASO Members:

- 2 Academic Freedom
- 3 Agreement Review and Amendment
- 4 Recognition, Representation and Association Dues
- 5 Employer Rights
- 6 Strikes and Lockouts
- 12 Re-Entry of Administrators
- 14 Non-Discrimination and Harassment
- 15 Retirement 15.1 through 15.7
- 17 Intellectual Property
- 20 Leaves of Absence
- 22 Travel at the Request of the Employer
- 23 Effective Date
- 24 Reduction in Force Through Financial Exigency or Program Redundancy
- 25 Grievance and Arbitration
- 26 Official File
- 8.12 Employment Outside Concordia

Appendix "A" - Concordia Mission/Vision/Values Statement

Appendix "D" - Notice of Retirement form

Appendix "F" - MOU for Work Release Credit

Appendix "H" - Intellectual Property Policy

Appendix "I" - Salary Schedule for Academic Service Officers

### 31 Definitions and General Terms

31.1 Article 1 (Definitions) of the Collective Agreement shall apply to this Part and is incorporated by reference, subject to the exceptions and revisions set out herein.

31.2 Article 1.3 (Definition: "Bargaining Unit") of the Collective Agreement shall not apply.

31.3 Any reference to "faculty Member" or "Member" in any Article of the Collective Agreement that applies to and is incorporated into this Part shall mean "Academic Service Officer" for the purposes of this Part.

### 32 Appointments:

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

- (a) academic credentials;
- (b) program fit with the relevant area and academic unit as applicable;
- (c) evidence of positive teaching performance, where applicable;
- (d) acknowledgement of the Mission, Vision and Values of Concordia; and
- (e) suitability for appointment at Concordia.

32.2 The Vice-President Academic & Provost will establish a search committee (the "Search Committee") consisting of him or herself, one Academic Service Officer, one faculty Member, and a Director, Dean or Chair, normally all from the same discipline or area as that of the contemplated appointment. The Search Committee shall recommend a person for appointment, with the President making the final decision as to hiring.

### 33 Work Assignment and Other Responsibilities

33.1 The work assignment of an Academic Service Officer shall be consistent with the goals and objectives of the university library, Department or Faculty (as applicable) which shall be

established by the Library Director, Dean or delegate (as applicable), and shall generally be attainable within 37.5 hours a week averaged over the year.

33.2 An Academic Service Officer may devote time during working hours to professional development activities, with the approval of the Library Director, Dean or Delegate (as applicable).

33.3 Academic Service Officers shall acknowledge Concordia's Mission, Vision and Values framework.

33.4 Academic Service Officers are expected to develop their professional knowledge, may engage in research and scholarly activities, and may be asked to participate in the administration of aspects of the University.

## 34 Vacation

34.1 Each Academic Service Officer shall be entitled to twenty (20) business days each year for annual vacation. After fifteen (15) years of service, the annual vacation entitlement shall be twenty-five (25) business days. Vacation may be taken at any time with the approval of the Library Director, Dean or delegate (as applicable) following the accrual of the vacation. Unused vacation in excess of five days must be used within two (2) months of the contract year in which it was accrued.

34.2 In order to enable ASOs to take some vacation during their first year of employment at Concordia, vacation entitlement will accrue monthly on a pro-rata basis during an ASO's first year of employment, up to a maximum of twenty (20) business days, which may be taken at any time with the approval of the Library Director, Dean or delegate (as applicable).

## 35 Medical Leave

35.1 Articles 19.1 and 19.2 (Medical Leave) apply to the Academic Service Officers.

35.2 Entitlement to medical leave shall be in accordance with the policies and procedures of the designated disability provider as determined from time to time within the Employee Benefit Plan.

## 36 Salary, Payroll and Other Benefits

36.1 The current salary schedule is appended as Appendix "I". The salary schedules of all Academic Service Officers are fixed by the Board of Governors from year to year, and subject to annual cost of living adjustments. Salary from year to year will not be set at a rate lower than the year prior, subject to any agreement otherwise by the Association.



36.2 With respect to any compensation or benefits that require statutory or other contributions from Members, those amounts will be deducted from salary by Concordia.

36.3 Concordia and Academic Service Officers shall each continue to contribute to the Concordia University of Edmonton Employee Pension Plan (CUEEPP) and the Employee Benefit Plan in accordance with the policies and procedures of those plans put in place from time to time.

#### 36.4 Tuition Benefits

36.4.1 Academic Service Officers are entitled to take two Concordia courses, regardless of program area, free per academic year (one 6-credit or two 3-credit courses if degree program courses). Faculty who exceed the annual maximum are entitled to a 50% education fee waiver for any additional courses.

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

36.4.3 Dependents under the age of twenty-seven (27) and spouses of full-time Academic Service Officers who enroll in courses at Concordia are entitled to receive a 50% education fee waiver. The remaining required and other fees are assessed upon registration.

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

### 37 Annual Performance Review

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

37.2 The supervisor will evaluate the Member's performance over the year based on the Member's job description established at the beginning of the year. If there was no updated job description established at the beginning of the year, the most recently established job description prior to the beginning of the year will apply.

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

37.4 The supervisor will provide the Academic Service Officer with a written evaluation of performance, including clear identification (as applicable) of strengths, areas for improvement, and unsatisfactory performance. The evaluation shall include a clear indication of whether the member's overall performance is satisfactory or unsatisfactory. The Academic Service Officer will receive a written copy of the final evaluation, and has the right to formulate a written response and place it in his or her official file.

37.5 Concordia will review job descriptions at least annually and provide bring any changes to the job descriptions to the Faculty Association and affected members promptly upon implementation.

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

## 38 Discipline

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

### 38.2 Discipline Procedure

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

(d) Investigation and Right to Representation

Concordia will investigate to ascertain all relevant facts prior to considering and making a final disciplinary determination. If an Academic Service Officer is required to attend an interview or meeting as part of a disciplinary investigation she or he will be entitled to have an Association Representative in attendance and Concordia will inform the Academic Service Officer and the Association with at least three (3) working days' notice of the time of meeting.

38.3 Disciplinary Actions

The progressive discipline process outlined below contemplates increasingly serious actions to be taken by Concordia to discipline an Academic Service Officer, up to and including termination of employment, for just cause. Concordia will follow this process in sequential order, except when the particular circumstances of a case justify moving immediately, in Concordia's sole discretion, to a particular or more serious action. Concordia may repeat certain steps in the process at its sole discretion. Copies of any written decisions or actions will be given to the Association within two (2) working days following their issuance. The Academic Service Officer may provide a written rebuttal to any disciplinary step taken within seven (7) days following issuance of the discipline step, and said rebuttal will be maintained on the Academic Service Officer's employee file along with the disciplinary step notification in question.

(a) Written Reprimand

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

(b) Suspension With Pay

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

(c) Suspension Without Pay

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

(d) Dismissal

Where an Academic Service Officer is dismissed, Concordia will provide written reasons to the Academic Service Officer. Except in the case of a probationary employee, there shall be no dismissal except with just cause.

#### 38.4 Access to Dispute Resolution Process

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

### 39 Librarians

39.1 Librarians shall normally report to an Assistant Library Director or the Library Director as the case may be.

39.2 The principal responsibilities of Librarians are to support the academic work, including teaching, learning and research, of faculty members, students and other researchers of the University by developing, maintaining, and providing access to the university Library's resources.

39.3 Librarians have the responsibility to participate in library and other university, academic or professional committees to the extent that such other involvement does not interfere with the Information Services Librarians fulfilling their principal responsibilities.

### 40 Field Placement Coordinators

40.1 This position normally reports to the Chair or Practicum Director of the department offering the field placement or, in the absence of a department Chair or Practicum Director, to the Dean or Director of the relevant faculty or program.

40.2 The principal responsibilities of Field Placement Coordinators are to establish, coordinate, and supervise student field experiences under the supervision of the person named in 40.1.

### 41 Laboratory Instructors

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

41.2 The principal responsibilities of Laboratory Instructors are to plan, instruct, and supervise student laboratory experience in conjunction with the course instructors and Deans. Laboratory Instructors enforce laboratory safety regulations and evaluate student performance. Laboratory Instructors are also responsible for coordinating lab supplies and maintenance of respective laboratories and equipment.

## APPENDICES:

- Appendix "A" Concordia Mission/Vision/Values Statement
  - Appendix "B" Templates for Letters of Appointment
  - Appendix "C" Form for Annual Report
  - Appendix "D" Notice of Retirement form
  - Appendix "E" Salary Schedules for Faculty Members
  - Appendix "F" MOU for Work Release Credit
  - Appendix "G" MOU for Professor Emeritus/Emerita Status
  - Appendix "H" Intellectual Property Policy
  - Appendix "H.1" MOU for Intellectual Property Policy
  - Appendix "I" Salary Schedule for Academic Service Officers
-

Signed on behalf of Concordia University of Edmonton

[Redacted Signature]

Michael Wade, Chair  
Board of Governors, Concordia University of Edmonton

[Redacted Signature]

Witness

April 21, 2017  
Date

Signed on behalf of Concordia University College of Alberta Faculty Association

[Redacted Signature]

Dr. Dale Lindskog, President  
Concordia University College of Alberta Faculty Association

[Redacted Signature]

Witness

April 21st, 2017  
Date

## **MISSION / VISION / VALUES FRAMEWORK**

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The Mission / Vision / Values Framework builds on the strengths of Concordia today and provides the vision and strategies to build an even stronger and more vital Concordia tomorrow.

### **Introduction**

For nearly a century Concordia University of Edmonton has been a part of a growing Edmonton and an important educational institution in the province of Alberta. Concordia was the realization of a dream of German Lutheran immigrants who valued education highly; with the help of Lutherans from the Missouri Synod (in the United States), Concordia was established in 1921 in the tradition of Lutheran universities.

Since then, Concordia has evolved to become one of Edmonton's best smaller university and professional degree granting institutions; it is a university committed to academic excellence in teaching and research; and it has become a university that annually welcomes nearly 2000 students from the Edmonton Capital Region, from around Canada, and from over 40 countries from around the world. Concordia is a university that values its history and traditions. And it is a university that knows that it is this history that provides a solid foundation for its future.

### **MISSION**

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

### **VISION**

Concordia University of Edmonton will be recognized nationally and internationally for its graduates' knowledge, skill, integrity, and wisdom.

### **VALUES**

1. Concordia is seeking an institutional reputation and profile both locally and nationally as an excellent smaller liberal arts and professional research university true to its mission and vision, and a good choice for all students seeking to enrol in its programs.
2. Concordia seeks to respond to the expanding expectations of a diverse population of students, faculty, and staff with various worldviews and experiences, varied generational attitudes, various accommodation requirements, and with a growing sense of the necessity of equal treatment in Canada's pluralistic society.
3. Concordia seeks out faculty who support Concordia's mission.
4. Concordia seeks to recruit, retain, and train administrators and staff who contribute to its mission, and also to put in place appropriate human resource planning to support the ongoing mission in spite of the constant challenges of competition for scarce human resources.

5. Concordia seeks collaborative opportunities with community partners and other educational institutions which make sense and allow it to enhance its mission, without placing undue hardships on our institution brought about by such arrangements.

### Directional Statements

1. Concordia will be **student-centered**. Concordia will establish regularly scheduled procedures to ascertain student needs, to meet those needs, and to review how well it met them.
2. Concordia will be of **sufficient size** to prosper. To reach an economy of scale, Concordia will aim to increase student enrolment to 4000 FLE by formulating a growth policy for new majors, programs, and degrees in all areas, as indicated by assessed student need and demand.
3. Concordia's future programs will enhance its vitality by building on its current strengths. Concordia will continue to develop niche areas in its undergraduate, graduate, and professional programs. Concordia will distinguish itself through the development and implementation of **superior program designs and program delivery**.
4. Concordia will seek out and initiate **collaborations** in areas where clear mutual benefit can be demonstrated. Such collaborations will be primarily within Alberta and may include shared academic programs and research with other institutions, shared projects with industry, and shared infrastructure.
5. Research at Concordia, besides being an important measure of the quality of our university, will inform and complement ongoing excellence in teaching. Concordia will **encourage and support research** by all faculty and academic staff, as well as by individuals and groups of students when appropriate.

### Strategic Goals

#### I. Foster a dynamic intellectual environment...

...marked by students engaged in learning both inside and outside the classroom, by faculty dedicated to excellence in teaching, mentoring, and professional achievement, and by a rich blend of rigorous undergraduate programs complemented by select graduate and professional programs.

- A. Recruit and retain excellent faculty from diverse backgrounds who support the University's mission, who are dedicated to mentoring students through close interaction, and who will make significant contributions as teachers and scholars.
- B. Recruit and retain staff members from diverse backgrounds who support the University's mission and who are dedicated to the support of students; provide a supportive environment that ensures continuous innovation, learning, and enhanced skills, and that promotes the physical, mental, and spiritual health of all employees.
- C. Recruit and retain students from diverse backgrounds, including under-represented populations, who will develop to their full potential for academic excellence, leadership development, and commitment to service.



- D. Strengthen faculty support to ensure that faculty continue to develop their knowledge and skills as teachers and scholars; foster a climate of innovation and continuous learning, and facilitate the integration of technology for improved teaching and increased productivity.
- E. Strengthen programs with the potential to achieve special distinction and attract students; maintain rigorous degree programs and majors in which students have the opportunity to reach a level of excellence that enables them to compete with the best in their fields.
- F. Constantly review all programs (both academic and non-academic) for their quality, vitality, productivity, financial viability, and relevance to the University's mission; create appropriate mechanisms to undertake such assessments.
- G. Respond effectively to changing educational needs and new educational opportunities, and pursue those that have the potential to enhance mission, strengthen programs, extend outreach, and increase revenue.

## **II. Deliver a distinctive education...**

...that integrates fields of study, connects theory to practice, combines liberal with professional education, and promotes interaction between campus life and classroom learning in order to form men and women who will flourish in an increasingly diverse and interconnected world.

- A. Continue to integrate liberal and professional study; ensure a strong liberal arts foundation in all academic areas while challenging faculties in all departments and divisions to contribute their expertise towards creating an environment where all students learn to transform knowledge into informed judgment, service, and ethical practice.
- B. Create new opportunities for interdisciplinary study and increase participation in current programs.
- C. Expand opportunities for experiential learning, including undergraduate, graduate, and professional program research.
- D. Continue to enhance opportunities for learning outside the classroom and linkages between academic learning and other kinds of learning.
- E. Provide a curriculum that prepares students to understand, thrive in, and contribute to a culturally, racially, and religiously diverse world.
- F. Strengthen international education through curricular and co-curricular opportunities, and encourage participation and exchange through a variety of international programs.

## **III. Provide an enriching student experience...**

...with programs and facilities that enhance students' capacity to lead socially, culturally, and physically satisfying lives, and that develop leaders, promote service, and build community.

- A. Retain the characteristics that make the "Concordia experience" distinctive, even as the University adapts to changing circumstances.
- B. Maintain the character of the Concordia campus and find ways to create strong relationships among students.

- C. Provide a rich and varied co-curricular program by continuing to offer opportunities for student growth, leadership development, and community building.
- D. Continue to provide opportunities for volunteer activities and other outreach activities.
- E. Enhance the depth and breadth of the students' social and recreational experience on campus.
- F. Continue to support programs such as music, drama, and athletics in order to build upon the strengths of programs already present at Concordia.
- G. Provide facilities, library enhancements, technology, and IT infrastructure to stimulate the continued growth of programs and activities that are central to student learning at Concordia.

#### **IV. Pursue Concordia's historic commitment to the public good through enhanced visibility and accessibility in education for all segments of society....**

- A. Enhance strategies to recruit and retain a diverse student body, especially students from northern, rural, minority, Aboriginal, and under-represented communities (such as students with disabilities), that is both multicultural and international, so as to ensure that Concordia is proactive in meeting the educational needs of a changing Canadian society.
- B. Raise Concordia's profile on the civic, provincial, national, and international stage as an essential institution within the Campus Alberta post-secondary system.
- C. Strengthen offerings in Upgrading and Continuing Education programs to facilitate entry to post-secondary learning and provide the opportunity for life-long learning.
- D. Enhance strategies to recruit and retain diverse faculty and staff.
- E. Provide educational programs to faculty, students, and staff that ensure that Concordia becomes increasingly appreciative of the diversity inherent within the student body.

#### **V. Configure campus spaces thoughtfully and aesthetically...**

...so as to enhance learning, build community, and radiate hospitality.

- A. Strategically implement components of the Campus Master Plan, while capitalizing on opportunities not in the current plan.
- B. Implement comprehensive institutional strategies to welcome visitors to campus, and to assure that their experiences on campus are positive.
- C. Enhance food and residence services on campus to establish Concordia as a preferred destination for a superior post-secondary experience.
- D. Provide well-designed learning environments, including classrooms and technology via a comprehensive IT strategy, that promote learning in an effective, efficient, and innovative manner.

- E. Continue the renovation and improvement of existing campus units.
- F. Address deferred maintenance issues campus-wide.
- G. Continue to address the full range of safety issues campus-wide.

**VI. Increase resources and strategic investments...**

...through increased operational revenue, comprehensive fundraising, and improved productivity.

- A. Increase net revenue by managing in tandem the goals of increased number of students and effective management of financial aid.
- B. Increase both current and deferred fundraising.
- C. Create comprehensive communication strategies that promote public recognition and connect the University to influencers and stakeholders.
- D. Improve productivity while maintaining quality.

## Appointment Letter

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Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_

Dear Dr.,

Concordia University of Edmonton ("Concordia") is pleased to offer you an appointment as a Faculty Member in accordance with the terms set out below. Should you accept this offer, your appointment will be governed by the Collective Agreement between Concordia and Concordia's Faculty Association. The Collective Agreement may be amended from time to time in accordance with its terms and such amendments are binding upon you, as are any amendments to the Appointment Contract.

The specific terms of your appointment are as follows:

- |                |                           |
|----------------|---------------------------|
| 1. Position:   | 4. Grid Placement:        |
| 2. Faculty:    | 5. Period of Appointment: |
| 3. Department: | 6. Appointment:           |

You will be subject to all Rules, Regulations and Policies of the University and the terms of the Collective Agreement as may be promulgated or amended from time to time. The return of one signed original copy to the undersigned by DATE will constitute your acceptance of this appointment.

All personal information collected by Concordia University of Edmonton for the purpose of employment shall be collected under the authority of the Alberta Personal Information and Privacy Act (PIPA). Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact the Human Resources office at Concordia.

This Letter and any Supplementary Conditions and attached Appendices (if any) constitute the entire agreement between the Parties. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the Parties with respect to this Appointment except as contained herein or attached hereto.

Yours truly,



\_\_\_\_\_  
President & Vice Chancellor

### Received by Concordia

**ACCEPTANCE** I hereby acknowledge receipt of the original hereof and accept the appointment referred to and the terms and conditions set forth.

Dated at:

CITY, PROVINCE, this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
PhD

## Permanent Appointment Letter

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Name:

Date:

Address: c/o Concordia University of Edmonton

Email:

Dear Dr.

Concordia University of Edmonton ("Concordia") is pleased to offer you a permanent appointment as a Faculty Member in accordance with the terms set out below. Should you accept this offer, your appointment will be governed by the Collective Agreement between Concordia and Concordia's Faculty Association. The Collective Agreement may be amended from time to time in accordance with its terms and such amendments are binding upon you, as are any amendments to the Appointment Contract.

The specific terms of your appointment are as follows:

1. Position:
2. Faculty:
3. Department:
4. Grid Placement:
5. Appointment :

You will be subject to all Rules, Regulations and Policies of the University and the terms of the Collective Agreement as may be promulgated or amended from time to time. The return of one signed original copy to the undersigned by DATE will constitute your acceptance of this appointment.

All personal information collected by Concordia University of Edmonton for the purpose of employment shall be collected under the authority of the Alberta Personal Information and Privacy Act (PIPA). Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact the Human Resources office at Concordia.

This Letter and any Supplementary Conditions and attached Appendices (if any) constitute the entire agreement between the Parties. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the Parties with respect to this Appointment except as contained herein or attached hereto.

Yours truly,



\_\_\_\_\_  
President & Vice Chancellor

**Received by Concordia**

**ACCEPTANCE** I hereby acknowledge receipt of the original hereof and accept the appointment referred to and the terms and conditions set forth.  
Dated at:

Edmonton, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
PhD

## 2016-17 Annual Report

As articulated in the Collective Agreement between Concordia University of Edmonton and its Faculty Association (CA clauses 8.14 and 10.3), completion of this Annual Report gives express permission to Concordia to use appropriate elements of my Annual Report in university reports Concordia makes to other government agencies and bodies as required by Alberta or Canadian laws and regulations, and for my Dean to take the information provided into account in my annual performance evaluation. If, at any time, you have reason to believe there is an error in your Annual Report, you should contact the Vice-President International and Research to correct any errors.

### \*Required

1. Last Name\*, First Name\*
2. Faculty of \*
3. Department\*
4. How many BOOKS (including textbooks, chapters in books and monographs) did you author or co-author?\*
5. Please list all BOOKS as follows: Author/s – Year – Title – Place of Publication – Publisher
6. How many BOOKS (including textbooks, chapters in books, and monographs) did you EDIT or CO-EDIT?\*
7. Please list all BOOKS as follows: Author/s – Year – Title – Place of Publication – Publisher
8. How many ARTICLES in REFEREED JOURNALS are you reporting?\*
9. Please list all ARTICLES as follows: Author/s – Year – Title – Name of Journal – Volume – Issue – Pages
10. How many ARTICLES (and equivalents) in NON-REFEREED JOURNALS are you reporting?\*
11. Please list all ARTICLES as follows: Author/s – Year – Title – Name of Journal – Volume – Issue – Pages
12. How many instances of CONFERENCE INVOLVEMENT (presenter, panel member or respondent, organizer, facilitator) are you reporting?\*
13. Please list as follows Presenter/s – Year – Title of Presentation – Conference Name – Conference Location
14. How many PROFESSIONAL PUBLIC PRESENTATIONS (includes Annual Meetings, Workshops, etc.) are you reporting?\*
15. Please list as follows Presenter/s – Year – Title of Presentation – Conference Name – Conference Location
16. How many MEDIA APPEARANCES are you reporting?\*
17. Please indicate number of appearances: TV\*
18. Please indicate number of appearances: Radio\*
19. Please indicate number of appearances: Newspaper\*
20. Please indicate number of appearances: Other
21. If you were part of media presentations that fall under OTHER: Please list them below:
22. If you received a REDUCTION IN TEACHING, how many credits did you receive? (write NA if not applicable)\*

23. How many CONCORDIA INTERNAL RESEARCH GRANTS (includes ASU grants) did you receive for the reporting period June 1, 2016 to May 31, 2017?\*
24. What was the total combined value of these grants?\*
25. How many EXTERNAL RESEARCH GRANTS did you receive for the reporting period June 1, 2016 to May 31, 2017?\*
26. What was the total combined value of these grants?\*
27. Were any of these grants SSHRC?\*
28. Were any of these grants NSERC?\*
29. Were any of these grants CIHR?
30. How many of your students received a STUDENT RESEARCH GRANT for the reporting period June 1, 2016 to May 31, 2017?\*
31. How many PEDAGOGICAL INNOVATIONS are you reporting?\*
32. Please briefly describe these INNOVATIONS.
33. How many COURSES/PROGRAMS developed are you reporting?\*
34. How many EXTERNAL BOARD/COMMITTEE MEMBERSHIPS or SERVICE (excluding CUE) (e.g. Member, Chair, Organizer) are you reporting?\*
35. How many Community Service activities (e.g. Volunteer, Fundraiser, Choir Member) are you reporting?\*
36. Please briefly describe these activities.
37. How many SERVICE TO CONCORDIA activities (excluding Research and Teaching) are you reporting?\*
38. Please briefly describe these activities.
39. How many AWARDS or RECOGNITION FOR ACHIEVEMENT are you reporting?\*
40. Please briefly describe your awards or recognitions
41. How many WORK(S) IN PROGRESS are you reporting that will be finalized in a future reporting period?\*
42. Did you return from SABBATICAL during the reporting period June 1, 2016 to May 31, 2017?\*
43. If yes, please answer the following: Describe how your activities during the year met, exceeded, or departed from the objectives set out in your original proposal.
44. SABBATICAL CONTINUED: Describe the value of the sabbatical for your professional growth.
45. SABBATICAL CONTINUED: Describe the value of the sabbatical in terms of Concordia's development as an institution.
46. EMPLOYMENT OUTSIDE CONCORDIA: The Collective Agreement specifies that Members "may engage in paid outside professional activity or act in a paid consulting or advisory capacity to public or private clients, subject to the following:
  - (a) such professional activity shall not conflict or interfere with the fulfilment of her/his duties and responsibilities to the University as provided in this Agreement;
  - (b) Outside employment by a full-time Member that involves more than sixteen (16) hours per month between the hours of 8 a.m. and 5 p.m. on business days, excluding the Member's vacation time, requires prior approval of the Vice-President Academic & Provost. Before coming to a decision, the Vice-President Academic & Provost shall seek the advice of the Dean, who shall first consult the Member's department chair for advice on the potential impact of the outside employment on the academic unit and shall consider the relationship of the proposed employment to the Member's area of specialization or expertise at Concordia."

In addition to your scholarly work at CUE, do you have plans for employment outside of CUE during the upcoming school term, and do did you request approval as indicated in the Collective Agreement?

47. If yes, please describe the employment and time commitment?
48. Please upload a copy of your current CCV or CAQC format CV.\*
49. Help us improve. Did you find this survey easy to use?
50. If yes, what did you like about this survey?
51. If no, please share your insights as to ways the survey can be improved.



## Notice of Retirement

SURNAME	FIRST NAME	MIDDLE NAME	PREFERRED NAME
<b>RANK/POSITION TITLE</b>			
<b>DEPARTMENT</b>			
THIS FORM SHALL BE USED TO PROVIDE YOUR OFFICIAL WRITTEN NOTICE OF RETIREMENT OR INTENTION TO DEFER RETIREMENT. COMPLETE ALL SECTIONS THAT ARE APPLICABLE AT THIS TIME.			
<b>A. 1. Not Intending to Retire on Normal Retirement Date (see A.2. Normal Retirement below)</b>			
<input type="checkbox"/> The effective date of my normal retirement is _____ and I <b>do not</b> intend to retire on that date. (Either indicate deferred retirement date below in section A or complete a new form at a future date).			
<b>A. 2. Normal Retirement</b>			
Normal retirement is defined as the June 30 coincident with, or following, the attainment of age 65.			
<input type="checkbox"/> The effective date of my normal retirement is _____ and I intend to retire on that date.			
<b>A. 3. Early Retirement</b>			
Early retirement is defined as a decision to terminate employment at any date following the attainment of age 55 but prior to the normal date of retirement.			
<input type="checkbox"/> I intend to retire on _____			
<b>A. 4. Deferred Retirement</b>			
Deferred retirement is defined as any date beyond the normal date of retirement.			
<input type="checkbox"/> I intend to retire on _____			
<b>B. Phased Retirement (Section 4.11)</b>			
<b>Faculty Agreements:</b> A staff member shall be entitled to either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with.			
<b>Staff Agreements:</b> A staff member shall be entitled to either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with and the staff member and the Supervisor have agreed in writing on the details regarding the responsibilities of the staff member.			
<b>ALL AGREEMENTS:</b> At least three (3) months prior to completing arrangements for a phased retirement period, the Dean (or Supervisor) shall provide in writing to the staff member the assignment of duties required under the part time status and the Dean (or Supervisor) and the staff member shall agree in writing on the expectations of the staff member in duties expected but not directly assigned.			
<b>INDICATE ONE TYPE OF PHASED RETIREMENT PERIOD OF EMPLOYMENT</b>			
<input type="checkbox"/> <u>Pre-retirement</u>			
<input type="checkbox"/> Option 1: Leave without pay from 50% of duties at 50% salary for maximum two years			
<input type="checkbox"/> Option 2: Leave without pay from 66 2/3% of duties at one-third pay for maximum three years			
<b>OR</b>			
<input type="checkbox"/> <u>Post-retirement</u>			
<input type="checkbox"/> Option 1: Part-time re-employment at 50% of full-time duties with 50% of salary for a maximum of two years			
<input type="checkbox"/> Option 2: Part-time re-employment at one-third of full-time duties with one-third pay for a maximum of three years			
INDICATE PERIOD OF:			
<input type="checkbox"/> PHASED <u>PRE</u> -RETIREMENT (END DATE COINCIDES WITH RETIREMENT DATE INDICATED IN PART A)		<b>OR</b>	
		<input type="checkbox"/> PHASED <u>POST</u> -RETIREMENT (START DATE COINCIDES WITH RETIREMENT DATE INDICATED IN PART A)	
TO			
_____ START DATE		_____ END DATE	
<b>DECLARATION:</b>			
<input type="checkbox"/> I UNDERSTAND THAT MY RETIREMENT DATE IS IRREVOCABLE; HOWEVER, THIS DATE MAY BE AMENDED TO AN <u>EARLIER DATE</u> WITH SUFFICIENT NOTICE.		<input type="checkbox"/> I WILL <u>NOT</u> BE RETIRING ON MY NORMAL RETIREMENT DATE.	
_____		_____	
SIGNATURE OF STAFF MEMBER		DATE	
<b>SIGNATURE INDICATES ACKNOWLEDGMENT</b>			
_____			
<b>FORWARD TO THE DEAN OR VICE-PRESIDENT FOR SIGNATURE.</b>			
NAME OF DEAN OR VICE-PRESIDENT		SIGNATURE OF DEAN OR VICE-PRESIDENT	
_____		_____	
		DATE	
<b>FORWARD TO THE OFFICE OF THE PRESIDENT OR PROVOST AND VICE-PRESIDENT (ACADEMIC) FOR SIGNATURE.</b>			
NAME OF PRESIDENT/ PROVOST		SIGNATURE OF PRESIDENT/PROVOST	
_____		_____	
		DATE	
<b>FORWARD TO HUMAN RESOURCES OFFICE</b>			

## Proposed Grid 2015 – 2016 (This is baseline for increase only)

Step	2,011.64		1,006					
	FA2	FA2 +	FA3	FA 3+	FA4	FA4 +	FA5	FA5 +
1	53,218	+ diff	57,040	+ diff	62,040		67,040	
2	55,230	+ diff	59,052	+ diff	64,052		69,052	
3	57,241	+ diff	61,063	+ diff	66,063		71,063	
4	59,253	+ diff	63,075	+ diff	68,075		73,075	
5	61,265	+ diff	65,087	+ diff	70,087		75,087	
6	63,276	+ diff	67,098	+ diff	72,098	+ diff	77,098	
7	65,288	+ diff	69,110	+ diff	74,110	+ diff	79,110	
8	67,299	+ diff	71,122	+ diff	76,122	+ diff	81,122	
9	69,311	+ diff	73,133	+ diff	78,133	+ diff	83,133	+ diff
10	71,323	+ diff	75,145	+ diff	80,145	+ diff	85,145	+ diff
11	73,334	+ diff	77,157	+ diff	82,157	+ diff	87,157	+ diff
12	75,346	+ diff	79,168	+ diff	84,168	+ diff	89,168	+ diff
13	75,346	+ diff	79,168	+ diff	86,180	+ diff	91,180	+ diff
14	75,346	+ diff	79,168	+ diff	88,192	+ diff	93,192	+ diff
15	75,346	+ diff	79,168	+ diff	90,203	+ diff	95,203	+ diff
16	75,346	+ diff	79,168	+ diff	92,215	+ diff	97,215	+ diff
17	75,346	+ diff	79,168	+ diff	94,226	+ diff	99,226	+ diff
18	75,346	+ diff	79,168	+ diff	96,238	+ diff	101,238	+ diff
19	75,346	+ diff	79,168	+ diff	98,250	+ diff	103,250	+ diff
20	75,346	+ diff	79,168	+ diff	100,261	+ diff	105,261	+ diff
21	75,346	+ diff	79,168	+ diff	102,273	+ diff	107,273	+ diff
22	75,346	+ diff	79,168	+ diff	104,285	+ diff	109,285	+ diff
23	75,346	+ diff	79,168	+ diff	106,296	+ diff	111,296	+ diff
24	75,346	+ diff	79,168	+ diff	108,308	+ diff	113,308	+ diff
25	75,346	+ diff	79,168	+ diff	109,314	+ diff	115,320	+ diff
26	75,346	+ diff	79,168	+ diff	110,320	+ diff	117,331	+ diff
27	75,346	+ diff	79,168	+ diff	111,325	+ diff	119,343	+ diff
28	75,346	+ diff	79,168	+ diff	112,331	+ diff	121,354	+ diff
29	75,346	+ diff	79,168	+ diff	113,337	+ diff	123,366	+ diff
30	75,346	+ diff	79,168	+ diff	114,343	+ diff	125,378	+ diff
31	75,346	+ diff	79,168	+ diff	115,349	+ diff	127,389	+ diff
32	75,346	+ diff	79,168	+ diff	116,354	+ diff	129,401	+ diff

+ diff - A grandfather differential is added to salary to account for change in grid structure for all faculty who are currently members. This ensures that transition salary on new grid is exactly the same as salary on old grid.

## Proposed Grid 2016 – 2017

COLA 1.50%								
Step \$ 2,042 Half Step 1,021								
Base increase \$ 2,042								
Sum of Annual Pay								
Step	FA2	FA2 +	FA3	FA 3+	FA4	FA4 +	FA5	FA5 +
1	56,058	+ diff	59,938	+ diff	65,013		70,088	
2	58,100	+ diff	61,979	+ diff	67,054		72,129	
3	60,142	+ diff	64,021	+ diff	69,096		74,171	
4	62,184	+ diff	66,063	+ diff	71,138		76,213	
5	64,225	+ diff	68,105	+ diff	73,180		78,255	
6	66,267	+ diff	70,147	+ diff	75,222	+ diff	80,297	
7	68,309	+ diff	72,189	+ diff	77,264	+ diff	82,339	
8	70,351	+ diff	74,230	+ diff	79,305	+ diff	84,380	
9	72,393	+ diff	76,272	+ diff	81,347	+ diff	86,422	
10	74,434	+ diff	78,314	+ diff	83,389	+ diff	88,464	+ diff
11	76,476	+ diff	80,356	+ diff	85,431	+ diff	90,506	+ diff
12	78,518	+ diff	82,398	+ diff	87,473	+ diff	92,548	+ diff
13	78,518	+ diff	82,398	+ diff	89,514	+ diff	94,589	+ diff
14	78,518	+ diff	82,398	+ diff	91,556	+ diff	96,631	+ diff
15	78,518	+ diff	82,398	+ diff	93,598	+ diff	98,673	+ diff
16	78,518	+ diff	82,398	+ diff	95,640	+ diff	100,715	+ diff
17	78,518	+ diff	82,398	+ diff	97,682	+ diff	102,757	+ diff
18	78,518	+ diff	82,398	+ diff	99,724	+ diff	104,799	+ diff
19	78,518	+ diff	82,398	+ diff	101,765	+ diff	106,840	+ diff
20	78,518	+ diff	82,398	+ diff	103,807	+ diff	108,882	+ diff
21	78,518	+ diff	82,398	+ diff	105,849	+ diff	110,924	+ diff
22	78,518	+ diff	82,398	+ diff	107,891	+ diff	112,966	+ diff
23	78,518	+ diff	82,398	+ diff	109,933	+ diff	115,008	+ diff
24	78,518	+ diff	82,398	+ diff	111,974	+ diff	117,049	+ diff
25	78,518	+ diff	82,398	+ diff	112,995	+ diff	119,091	+ diff
26	78,518	+ diff	82,398	+ diff	114,016	+ diff	121,133	+ diff
27	78,518	+ diff	82,398	+ diff	115,037	+ diff	123,175	+ diff
28	78,518	+ diff	82,398	+ diff	116,058	+ diff	125,217	+ diff
29	78,518	+ diff	82,398	+ diff	117,079	+ diff	127,259	+ diff
30	78,518	+ diff	82,398	+ diff	118,100	+ diff	129,300	+ diff
31	78,518	+ diff	82,398	+ diff	119,121	+ diff	131,342	+ diff
32	78,518	+ diff	82,398	+ diff	120,142	+ diff	133,384	+ diff

+ diff - A grandfather differential is added to salary to account for change in grid structure for all faculty who are currently members. This ensures that transition salary on new grid is exactly the same as salary on old grid.

## Proposed Grid 2017 – 2018

COLA		1.50%		2,072		1,036			
Step Increment									
Sum of Annual Pay									
Step	FA2	FA2+	FA3	FA3+	FA4	FA4+	FA5	FA5+	
1	56,899	+ diff	60,837	+ diff	65,988		71,139		
2	58,971	+ diff	62,909	+ diff	68,060		73,211		
3	61,044	+ diff	64,982	+ diff	70,133		75,284		
4	63,116	+ diff	67,054	+ diff	72,205		77,356		
5	65,189	+ diff	69,126	+ diff	74,278		79,429		
6	67,261	+ diff	71,199	+ diff	76,350		81,501		
7	69,334	+ diff	73,271	+ diff	78,422	+ diff	83,574		
8	71,406	+ diff	75,344	+ diff	80,495	+ diff	85,646		
9	73,479	+ diff	77,416	+ diff	82,567	+ diff	87,719		
10	75,551	+ diff	79,489	+ diff	84,640	+ diff	89,791	+ diff	
11	77,623	+ diff	81,561	+ diff	86,712	+ diff	91,863	+ diff	
12	79,696	+ diff	83,634	+ diff	88,785	+ diff	93,936	+ diff	
13	79,696	+ diff	83,634	+ diff	90,857	+ diff	96,008	+ diff	
14	79,696	+ diff	83,634	+ diff	92,930	+ diff	98,081	+ diff	
15	79,696	+ diff	83,634	+ diff	95,002	+ diff	100,153	+ diff	
16	79,696	+ diff	83,634	+ diff	97,075	+ diff	102,226	+ diff	
17	79,696	+ diff	83,634	+ diff	99,147	+ diff	104,298	+ diff	
18	79,696	+ diff	83,634	+ diff	101,219	+ diff	106,371	+ diff	
19	79,696	+ diff	83,634	+ diff	103,292	+ diff	108,443	+ diff	
20	79,696	+ diff	83,634	+ diff	105,364	+ diff	110,515	+ diff	
21	79,696	+ diff	83,634	+ diff	107,437	+ diff	112,588	+ diff	
22	79,696	+ diff	83,634	+ diff	109,509	+ diff	114,660	+ diff	
23	79,696	+ diff	83,634	+ diff	111,582	+ diff	116,733	+ diff	
24	79,696	+ diff	83,634	+ diff	113,654	+ diff	118,805	+ diff	
25	79,696	+ diff	83,634	+ diff	114,690	+ diff	120,878	+ diff	
26	79,696	+ diff	83,634	+ diff	115,727	+ diff	122,950	+ diff	
27	79,696	+ diff	83,634	+ diff	116,763	+ diff	125,023	+ diff	
28	79,696	+ diff	83,634	+ diff	117,799	+ diff	127,095	+ diff	
29	79,696	+ diff	83,634	+ diff	118,835	+ diff	129,167	+ diff	
30	79,696	+ diff	83,634	+ diff	119,871	+ diff	131,240	+ diff	
31	79,696	+ diff	83,634	+ diff	120,908	+ diff	133,312	+ diff	
32	79,696	+ diff	83,634	+ diff	121,944	+ diff	135,385	+ diff	

+ diff - A grandfather differential is added to salary to account for change in grid structure for all faculty who are currently members. This ensures that transition salary on new grid is exactly the same as salary on old grid.

## Appendix "E.2"

Concordia University of Edmonton - Proposed Salary Transition Structure  
 Assistant Professor (FA 3 Only)

Grid Level	Old Grid 2015-16	New Grid Level	a			b			a+b			1.015			1.015		
			New Level 2015-16	Grand-parent	Total New 2015-16	Grid 2016-17	Level 2016-17	Grand-parent	Total 2016-17	2016-17 Increase	Grid 2017-18	Level 2017-18	Grand-parent	Total 2017-18	2017-18 Increase		
1	57,040.19	1	57,040.19	-	57,040.19	2	61,979.44	-	61,979.44	4,939.24	3	64,981.57	-	64,981.57	3,002.14		
2	58,379.16	1	57,040.19	1,338.97	58,379.16	2	61,979.44	1,359.05	63,338.49	4,959.33	3	64,981.57	1,379.44	66,361.01	3,022.52		
3	59,718.12	2	59,051.83	666.29	59,718.12		64,021.26	676.29	64,697.54	4,979.42	1	60,836.68	686.43	61,523.11	3,174.43		
4	61,057.09	2	59,051.83	2,005.26	61,057.09	3	64,021.26	2,035.34	66,056.59	4,999.50	4	67,054.02	2,065.87	69,119.89	3,063.30		
5	62,396.06	3	61,063.47	1,332.58	62,396.06	4	66,063.08	1,352.57	67,415.65	5,019.59	5	69,126.47	1,372.86	70,499.33	3,083.68		
6	63,735.02	4	63,075.11	659.91	63,735.02	5	68,104.90	669.81	68,774.70	5,039.68	6	71,198.92	679.85	71,878.77	3,104.07		
7	65,073.99	4	63,075.11	1,998.87	65,073.99	5	68,104.90	2,028.86	70,133.75	5,059.76	6	71,198.92	2,059.29	73,258.21	3,124.45		
8	66,412.95	5	65,086.75	1,326.20	66,412.95	6	70,146.72	1,346.09	71,492.81	5,079.85	7	73,271.36	1,366.28	74,637.65	3,144.84		
9	67,751.92	6	67,098.40	653.52	67,751.92	7	72,188.54	663.33	72,851.86	5,099.94	8	75,343.81	673.28	76,017.09	3,165.23		
10	69,090.88	6	67,098.40	1,992.49	69,090.88	7	72,188.54	2,022.38	74,210.91	5,120.03	8	75,343.81	2,052.71	77,396.52	3,185.61		
11	70,429.85	7	69,110.04	1,319.82	70,429.85	8	76,272.18	1,339.61	77,611.79	5,181.94	9	77,416.26	1,359.71	78,775.96	1,164.18		
12	71,768.82	8	71,121.68	647.14	71,768.82	9	76,272.18	656.85	76,929.02	5,160.21	10	79,488.71	666.70	80,155.41	3,226.38		
13	73,107.78	8	71,121.68	1,986.11	73,107.78	9	76,272.18	2,015.90	78,288.07	5,180.29	10	79,488.71	2,046.14	81,534.84	3,246.77		
14	74,446.75	9	73,133.32	1,313.43	74,446.75	10	78,314.00	1,333.13	79,647.13	5,200.38	11	81,561.15	1,353.13	82,914.28	3,267.15		
15	75,785.71	10	75,144.96	640.76	75,785.71	11	80,355.82	650.37	81,006.18	5,220.47	12	83,633.60	660.12	84,293.72	3,287.54		
16	77,124.68	10	75,144.96	1,979.72	77,124.68	11	80,355.82	2,009.42	82,365.23	5,240.55	12	83,633.60	2,039.56	85,673.16	3,307.93		
17	78,463.65	11	77,156.60	1,307.05	78,463.65	12	82,397.64	1,326.65	83,724.29	5,260.64	12	83,633.60	1,346.55	84,980.15	1,255.86		
18	79,802.61	12	79,168.24	634.37	79,802.61	12	82,397.64	643.89	83,041.52	3,238.91	12	83,633.60	653.55	84,287.15	1,245.62		
19	81,141.58	12	79,168.24	1,973.34	81,141.58	12	82,397.64	2,002.94	84,400.57	3,259.00	12	83,633.60	2,032.98	85,666.58	1,266.01		
20	82,480.54	12	79,168.24	3,312.30	82,480.54	12	82,397.64	3,361.99	85,759.63	3,279.08	12	83,633.60	3,412.42	87,046.02	1,286.39		
21	83,819.51	12	79,168.24	4,651.27	83,819.51	12	82,397.64	4,721.04	87,118.68	3,299.17	12	83,633.60	4,791.86	88,425.46	1,306.78		
22	85,158.47	12	79,168.24	5,990.24	85,158.47	12	82,397.64	6,080.09	88,477.73	3,319.25	12	83,633.60	6,171.29	89,804.89	1,327.17		
23	86,497.44	12	79,168.24	7,329.20	86,497.44	12	82,397.64	7,439.14	89,836.78	3,339.34	12	83,633.60	7,550.73	91,184.33	1,347.55		
24	87,836.41	12	79,168.24	8,668.17	87,836.41	12	82,397.64	8,798.19	91,195.83	3,359.42	12	83,633.60	8,930.16	92,563.76	1,367.94		
25	89,175.37	12	79,168.24	10,007.13	89,175.37	12	82,397.64	10,157.24	92,554.88	3,379.50	12	83,633.60	10,309.60	93,943.20	1,388.32		
26	90,514.34	12	79,168.24	11,346.10	90,514.34	12	82,397.64	11,516.29	93,913.93	3,399.59	12	83,633.60	11,689.04	95,322.64	1,408.71		
27	91,853.30	12	79,168.24	12,685.07	91,853.30	12	82,397.64	12,875.34	95,272.98	3,419.67	12	83,633.60	13,068.47	96,702.07	1,429.09		
28	93,192.27	12	79,168.24	14,024.03	93,192.27	12	82,397.64	14,234.39	96,632.03	3,439.76	12	83,633.60	14,447.91	98,081.51	1,449.48		
29	94,531.23	12	79,168.24	15,363.00	94,531.23	12	82,397.64	15,593.44	97,991.08	3,459.84	12	83,633.60	15,827.34	99,460.94	1,469.87		
30	95,870.20	12	79,168.24	16,701.96	95,870.20	12	82,397.64	16,952.49	99,350.13	3,479.93	12	83,633.60	17,206.78	100,840.38	1,490.25		
31	97,209.17	12	79,168.24	18,040.93	97,209.17	12	82,397.64	18,311.54	100,709.18	3,500.01	12	83,633.60	18,586.22	102,219.82	1,510.64		
32	98,548.13	12	79,168.24	19,379.89	98,548.13	12	82,397.64	19,670.59	102,068.23	3,520.10	12	83,633.60	19,965.65	103,599.25	1,531.02		
33	99,887.10	12	79,168.24	20,718.86	99,887.10	12	82,397.64	21,029.64	103,427.28	3,540.18	12	83,633.60	21,345.09	104,978.69	1,551.41		
34	101,226.06	12	79,168.24	22,057.83	101,226.06	12	82,397.64	22,388.69	104,786.33	3,560.27	12	83,633.60	22,724.52	106,358.12	1,571.79		
35	102,565.03	12	79,168.24	23,396.79	102,565.03	12	82,397.64	23,747.74	106,145.38	3,580.35	12	83,633.60	24,103.96	107,737.56	1,592.18		
36	103,904.00	12	79,168.24	24,735.76	103,904.00	12	82,397.64	25,106.79	107,504.43	3,600.43	12	83,633.60	25,483.40	109,117.00	1,612.57		
37	105,242.96	12	79,168.24	26,074.72	105,242.96	12	82,397.64	26,465.84	108,863.48	3,620.52	12	83,633.60	26,862.83	110,496.43	1,632.95		
38	106,581.93	12	79,168.24	27,413.69	106,581.93	12	82,397.64	27,824.89	110,222.53	3,640.60	12	83,633.60	28,242.27	111,875.87	1,653.34		
39	107,920.89	12	79,168.24	28,752.65	107,920.89	12	82,397.64	29,183.94	111,581.58	3,660.69	12	83,633.60	29,621.70	113,255.30	1,673.72		
40	109,259.86	12	79,168.24	30,091.62	109,259.86	12	82,397.64	30,542.99	112,940.63	3,680.77	12	83,633.60	31,001.14	114,634.74	1,694.11		
41	110,598.82	12	79,168.24	31,430.59	110,598.82	12	82,397.64	31,902.05	114,299.68	3,700.86	12	83,633.60	32,380.58	116,014.18	1,714.50		
42	111,937.79	12	79,168.24	32,769.55	111,937.79	12	82,397.64	33,261.10	115,658.73	3,720.94	12	83,633.60	33,760.01	117,393.61	1,734.88		
43	113,276.76	12	79,168.24	34,108.52	113,276.76	12	82,397.64	34,620.15	117,017.78	3,741.03	12	83,633.60	35,139.45	118,773.05	1,755.27		

Concordia University of Edmonton - Proposed Salary Transition Structure  
Associate Professor (FA4)

Grid Level	Old Grid	New Grid Level	New Level 2015-16	Grand Parent	Total New 2015-16	1.015					1.015				
						Grid 2016-17	Level 2016-17	Grand Parent	Total 2016-17	Increase	Grid 2017-18	Level 2017-18	Grand Parent	Total 2017-18	Increase
1	62,040.19														
2	63,379.16														
3	64,718.12														
4	66,057.09														
5	67,396.06	3	66,063.47	1,332.58	67,396.06	4	71,138.08	1,352.57	72,490.65	5,094.59	5	74,277.59	1,372.86	75,650.45	3,159.81
6	68,735.02	4	68,075.11	659.91	68,735.02	5	73,179.90	669.81	73,849.70	5,114.68	6	76,350.04	679.85	77,029.89	3,180.19
7	70,073.99	4	68,075.11	1,998.87	70,073.99	5	73,179.90	2,028.86	75,208.75	5,134.76	6	76,350.04	2,059.29	78,409.33	3,200.58
8	71,412.95	5	70,086.75	1,326.20	71,412.95	6	75,221.72	1,346.09	76,567.81	5,154.85	7	78,422.49	1,366.28	79,788.77	3,220.96
9	72,751.92	6	72,098.40	653.52	72,751.92	7	77,263.54	663.33	77,926.86	5,174.94	8	80,494.94	673.28	81,168.21	3,241.35
10	74,090.88	6	72,098.40	1,992.49	74,090.88	7	77,263.54	2,022.38	79,285.91	5,195.03	8	80,494.94	2,052.71	82,547.65	3,261.74
11	75,429.85	7	74,110.04	1,319.82	75,429.85	8	79,305.36	1,339.61	80,644.97	5,215.12	9	82,567.38	1,359.71	83,927.09	3,282.12
12	76,768.82	8	76,121.68	647.14	76,768.82	9	81,347.18	656.85	82,004.02	5,235.21	10	84,639.83	666.70	85,306.53	3,302.51
13	78,107.78	8	76,121.68	1,986.11	78,107.78	9	81,347.18	2,015.90	83,363.07	5,255.29	10	84,639.83	2,046.14	86,685.97	3,322.89
14	79,446.75	9	78,133.32	1,313.43	79,446.75	10	83,389.00	1,333.13	84,722.13	5,275.38	11	86,712.28	1,353.13	88,065.41	3,343.28
15	80,785.71	10	80,144.96	640.76	80,785.71	11	85,430.82	650.37	86,081.18	5,295.47	12	88,784.73	660.12	89,444.85	3,363.67
16	82,124.68	10	80,144.96	1,979.72	82,124.68	11	85,430.82	2,009.42	87,440.23	5,315.55	12	88,784.73	2,039.56	90,824.28	3,384.05
17	83,463.65	11	82,156.60	1,307.05	83,463.65	12	87,472.64	1,326.65	88,799.29	5,335.64	13	90,857.17	1,346.55	92,203.73	3,404.44
18	84,802.61	12	84,168.24	634.37	84,802.61	13	89,514.46	643.89	90,158.34	5,355.73	14	92,929.62	653.55	93,583.17	3,424.82
19	86,141.58	12	84,168.24	1,973.34	86,141.58	13	89,514.46	2,002.94	91,517.39	5,375.82	14	92,929.62	2,032.98	94,962.60	3,445.21
20	87,480.54	13	86,179.88	1,300.66	87,480.54	14	91,556.28	1,320.17	92,876.45	5,395.91	15	95,002.07	1,339.98	96,342.04	3,465.59
21	88,819.51	14	88,191.52	627.99	88,819.51	15	93,598.10	637.41	94,235.51	5,416.00	16	97,074.51	646.97	97,721.49	3,485.98
22	90,158.47	14	88,191.52	1,966.96	90,158.47	15	93,598.10	1,996.46	95,594.56	5,436.08	16	97,074.51	2,026.41	99,100.92	3,506.37
23	91,497.44	15	90,203.16	1,294.28	91,497.44	16	95,639.92	1,313.69	96,953.61	5,456.17	17	99,146.96	1,333.40	100,480.36	3,526.75
24	92,836.41	16	92,214.80	621.61	92,836.41	17	97,681.74	630.93	98,312.67	5,476.26	18	101,219.41	640.39	101,859.80	3,547.14
25	94,175.37	16	92,214.80	1,960.57	94,175.37	17	97,681.74	1,989.98	99,671.72	5,496.34	18	101,219.41	2,019.83	103,239.24	3,567.52
26	95,514.34	17	94,226.44	1,287.90	95,514.34	18	99,723.56	1,307.22	101,030.77	5,516.43	19	103,291.86	1,326.82	104,618.68	3,587.91
27	96,853.30	18	96,238.08	615.22	96,853.30	19	101,765.38	624.45	102,389.83	5,536.52	20	105,364.30	633.82	105,998.12	3,608.29
28	98,192.27	18	96,238.08	1,954.19	98,192.27	19	101,765.38	1,983.50	103,748.88	5,556.61	20	105,364.30	2,013.25	107,377.56	3,628.68
29	99,531.23	19	98,249.72	1,281.51	99,531.23	20	103,807.20	1,300.74	105,107.93	5,576.70	21	107,436.75	1,320.25	108,757.00	3,649.07
30	100,870.20	20	100,261.36	608.84	100,870.20	21	105,849.02	617.97	106,466.99	5,596.79	22	109,509.20	627.24	110,136.44	3,669.45
31	102,209.17	20	100,261.36	1,947.80	102,209.17	21	105,849.02	1,977.02	107,826.04	5,616.87	22	109,509.20	2,006.68	111,515.88	3,689.84
32	103,548.13	21	102,273.00	1,275.13	103,548.13	22	107,890.84	1,294.26	109,185.09	5,636.96	23	111,581.65	1,313.67	112,895.32	3,710.22
33	104,887.10	22	104,284.64	602.46	104,887.10	23	109,932.66	611.49	110,544.15	5,657.05	24	113,654.09	620.66	114,274.76	3,730.61
34	106,226.06	22	104,284.64	1,941.42	106,226.06	23	109,932.66	1,970.54	111,903.20	5,677.13	24	113,654.09	2,000.10	115,654.19	3,751.00
35	107,565.03	23	106,296.28	1,268.75	107,565.03	24	111,974.48	1,287.78	113,262.25	5,697.22	25	114,690.32	1,307.09	115,997.41	2,735.16
36	108,904.00	24	108,307.92	596.07	108,904.00	25	112,995.39	605.01	113,600.40	4,696.40	26	115,726.54	614.09	116,340.63	2,740.23
37	110,242.96	24	108,307.92	1,935.04	110,242.96	25	112,995.39	1,964.06	114,959.45	4,716.49	26	115,726.54	1,993.52	117,720.06	2,760.62
38	111,581.93	27	111,325.38	256.54	111,581.93	28	116,058.12	260.39	116,318.51	4,736.58	29	118,835.21	264.30	119,099.51	2,781.00
39	112,920.89	28	112,331.20	589.69	112,920.89	29	117,079.03	598.53	117,677.56	4,756.67	30	119,871.43	607.51	120,478.95	2,801.39
40	114,259.86	29	113,337.02	922.83	114,259.86	30	118,099.94	936.68	119,036.61	4,776.75	31	120,907.66	950.73	121,858.38	2,821.77
41	115,598.82	31	115,348.67	250.16	115,598.82	32	120,141.76	253.91	120,395.67	4,796.84	32	121,943.88	257.72	122,201.60	1,805.94
42	116,937.79	32	116,354.49	583.30	116,937.79	32	120,141.76	592.05	120,733.81	3,796.02	32	121,943.88	600.93	122,544.82	1,811.01

Concordia University of Edmonton - Proposed Salary Transition Structure  
Full Professor FAS

Grid Level	Old Grid 2015-16	1.015				1.015					1.015				
		New Grid Level	New Level 2015-16	Grand-parent	New 2015-16	Grid 2016-17	Level 2016-17	Grand-parent	2016-17	Increase	Grid 2017-18	Level 2017-18	Grand-parent	2017-18	Increase
1	67,040.19														
2	68,379.16														
3	69,718.12														
4	71,057.09														
5	72,396.06														
6	73,735.02														
7	75,073.99														
8	76,412.95	5	75,086.75	1,326.20	76,412.95	6	80,296.72	1,346.09	81,642.81	5,229.85	7	83,573.61	1,366.28	84,939.90	3,297.09
9	77,751.92	6	77,098.40	653.52	77,751.92	7	82,338.54	663.33	83,001.86	5,249.94	8	85,646.06	673.28	86,319.34	3,317.48
10	79,090.88	6	77,098.40	1,992.49	79,090.88	7	82,338.54	2,022.38	84,360.91	5,270.03	8	85,646.06	2,052.71	87,698.77	3,337.86
11	80,429.85	7	79,110.04	1,319.82	80,429.85	8	84,380.36	1,339.61	85,719.97	5,290.12	9	87,718.51	1,359.71	89,078.21	3,358.25
12	81,768.82	8	81,121.68	647.14	81,768.82	9	86,422.18	656.85	87,079.02	5,310.21	10	89,790.96	666.70	90,457.66	3,378.63
13	83,107.78	8	81,121.68	1,986.11	83,107.78	9	86,422.18	2,015.90	88,438.07	5,330.29	10	89,790.96	2,046.14	91,837.09	3,399.02
14	84,446.75	9	83,133.32	1,313.43	84,446.75	10	88,464.00	1,333.13	89,797.13	5,350.38	11	91,863.40	1,353.13	93,216.53	3,419.40
15	85,785.71	10	85,144.96	640.76	85,785.71	11	90,505.82	650.37	91,156.18	5,370.47	12	93,935.85	660.12	94,595.97	3,439.79
16	87,124.68	10	85,144.96	1,979.72	87,124.68	11	90,505.82	2,009.42	92,515.23	5,390.55	12	93,935.85	2,039.56	95,975.41	3,460.18
17	88,463.65	11	87,156.60	1,307.05	88,463.65	12	92,547.64	1,326.65	93,874.29	5,410.64	13	96,008.30	1,346.55	97,354.85	3,480.56
18	89,802.61	12	89,168.24	634.37	89,802.61	13	94,589.46	643.89	95,233.34	5,430.73	14	98,080.74	653.55	98,734.29	3,500.95
19	91,141.58	12	89,168.24	1,973.34	91,141.58	13	94,589.46	2,002.94	96,592.39	5,450.82	14	98,080.74	2,032.98	100,113.73	3,521.33
20	92,480.54	13	91,179.88	1,300.66	92,480.54	14	96,631.28	1,320.17	97,951.45	5,470.91	15	100,153.19	1,339.98	101,493.17	3,541.72
21	93,819.51	14	93,191.52	627.99	93,819.51	15	98,673.10	637.41	99,310.51	5,491.00	16	102,225.64	646.97	102,872.61	3,562.10
22	95,158.47	14	93,191.52	1,966.96	95,158.47	15	98,673.10	1,996.46	100,669.56	5,511.08	16	102,225.64	2,026.41	104,252.05	3,582.49
23	96,497.44	15	95,203.16	1,294.28	96,497.44	16	100,714.92	1,313.69	102,028.61	5,531.17	17	104,298.09	1,333.40	105,631.49	3,602.88
24	97,836.41	16	97,214.80	621.61	97,836.41	17	102,756.74	630.93	103,387.67	5,551.26	18	106,370.53	640.39	107,010.93	3,623.26
25	99,175.37	16	97,214.80	1,960.57	99,175.37	17	102,756.74	1,989.98	104,746.72	5,571.34	18	106,370.53	2,019.83	108,390.36	3,643.65
26	100,514.34	17	99,226.44	1,287.90	100,514.34	18	104,798.56	1,307.22	106,105.77	5,591.43	19	108,442.98	1,326.82	109,769.81	3,664.03
27	101,853.30	18	101,238.08	615.22	101,853.30	19	106,840.38	624.45	107,464.83	5,611.52	20	110,515.43	633.82	111,149.25	3,684.42
28	103,192.27	18	101,238.08	1,954.19	103,192.27	19	106,840.38	1,983.50	108,823.88	5,631.61	20	110,515.43	2,013.25	112,528.68	3,704.81
29	104,531.23	19	103,249.72	1,281.51	104,531.23	20	108,882.20	1,300.74	110,182.93	5,651.70	21	112,587.88	1,320.25	113,908.12	3,725.19
30	105,870.20	20	105,261.36	608.84	105,870.20	21	110,924.02	617.97	111,541.99	5,671.79	22	114,660.32	627.24	115,287.56	3,745.58
31	107,209.17	20	105,261.36	1,947.80	107,209.17	21	110,924.02	1,977.02	112,901.04	5,691.87	22	114,660.32	2,006.68	116,667.00	3,765.96
32	108,548.13	21	107,273.00	1,275.13	108,548.13	22	112,965.84	1,294.26	114,260.09	5,711.96	23	116,732.77	1,313.67	118,046.44	3,786.35
33	109,887.10	22	109,284.64	602.46	109,887.10	23	115,007.66	611.49	115,619.15	5,732.05	24	118,805.22	620.66	119,425.88	3,806.73
34	111,226.06	22	109,284.64	1,941.42	111,226.06	23	115,007.66	1,970.54	116,978.20	5,752.13	24	118,805.22	2,000.10	120,805.32	3,827.12
35	112,565.03	23	111,296.28	1,268.75	112,565.03	24	117,049.48	1,287.78	118,337.25	5,772.22	25	120,877.67	1,307.09	122,184.76	3,847.51
36	113,904.00	24	113,307.92	596.07	113,904.00	25	119,091.30	605.01	119,696.31	5,792.31	26	122,950.11	614.09	123,564.20	3,867.89
37	115,242.96	24	113,307.92	1,935.04	115,242.96	25	119,091.30	1,964.06	121,055.36	5,812.40	26	122,950.11	1,993.52	124,943.64	3,888.28
38	116,581.93	25	115,319.56	1,262.36	116,581.93	26	121,133.12	1,281.30	122,414.41	5,832.49	27	125,022.56	1,300.52	126,323.08	3,908.66
39	117,920.89	26	117,331.20	589.69	117,920.89	27	123,174.94	598.53	123,773.47	5,852.58	28	127,095.01	607.51	127,702.52	3,929.05
40	119,259.86	26	117,331.20	1,928.65	119,259.86	27	123,174.94	1,957.58	125,132.52	5,872.66	28	127,095.01	1,986.95	129,081.95	3,949.44
41	120,598.82	27	119,342.84	1,255.98	120,598.82	28	125,216.76	1,274.82	126,491.57	5,892.75	29	129,167.45	1,293.94	130,461.40	3,969.82
42	121,937.79	28	121,354.49	583.30	121,937.79	29	127,258.58	592.05	127,850.63	5,912.84	30	131,239.90	600.93	131,840.84	3,990.21
		29	123,366.13		123,366.13	30	129,300.40	-	129,300.40	5,934.27	31	133,312.35	-	133,312.35	4,011.95
		30	125,377.77		125,377.77	31	131,342.22	-	131,342.22	5,964.45	32	135,384.80	-	135,384.80	4,042.58
		31	127,389.41		127,389.41	32	133,384.04	-	133,384.04	5,994.63	32	135,384.80	-	135,384.80	2,000.76
		32	129,401.05		129,401.05	32	133,384.04	-	133,384.04	3,982.99	32	135,384.80	-	135,384.80	2,000.76



Memorandum of Understanding

between

Concordia University of Edmonton

and

Concordia University College of Alberta Faculty Association

May 6, 2016

Re: Association Work for Information Services Librarians, Field Placement Coordinators, and Laboratory Instructors

The parties agree that, during the term of this Agreement, the Joint Committee shall meet to discuss an agreement on work release credit for:

- a) Association work for Information Services Librarians, Field Placement Coordinators, and Laboratory Instructors;
- b) an Information Services Librarian, Field Placement Coordinator, or Laboratory Instructor who may serve as Chief Negotiating Officer for the Association.

The parties shall formalize their agreement no later than 6 months prior to the expiration of this Collective Agreement. The agreement shall then be incorporated into the next Collective Agreement.

Dated this 6<sup>th</sup> day of May, 2016 in Edmonton, Alberta.


On behalf of Concordia University of Edmonton:



 Tim Loreman

On behalf of Concordia University College of Alberta Faculty Association:



 Alison Kulak



The parties agree to present a motion to the the General Faculties Council, to approve the following:

Professor Emeritus/Emerita Designation

Each Member who has held a Full-Time Appointment for at least five years at the rank of Associate Professor or Professor, and retires shall qualify for the designation of "Professor Emeritus/Emerita." Such Members shall be granted the appropriate "Emeritus/Emerita" designation and shall hold this designation, for life, subject to the conditions outlined hereafter. Candidates have the right to decline this designation by written notification to the President.

The conferring of the designation of Professor Emeritus/Emerita does not preclude the Member's remunerated employment at less than a full academic load at this University or elsewhere, either as a Member of the Bargaining Unit or not, depending on the level of employment.

In exceptional cases, where a Member does not qualify under the conditions described in Clause 5 above, or where Retirement is based on medical grounds, the Dean may make a recommendation through the Provost to the President for the conferral of the appropriate Emeritus/Emerita designation. The President shall have the authority to confer this designation.

Upon the recommendation of the Dean, a Member who retires following at least five years at the rank of Associate Professor or Professor may be granted the formal designation of Professor Emeritus/Emerita. The President shall have the authority to confer this designation.

All recipients of the Professor Emeritus/Emerita designation shall be accorded the following privileges, which may only be withdrawn for cause:

- a) they shall be named and identified in the calendar as Professor Emeritus/Emerita within the Departmental listing of academic staff;regents
- b) they shall be invited to all Convocations and other public events of the University to which all faculty are invited, and may elect to take part in Convocation processions of the Faculty;
- c) all social areas of the University Campus shall be open to them on the same basis as to Members;
- d) they shall be provided with identification cards and accorded full library privileges.

This motion shall be presented at the first meeting of the GFC following ratification of this agreement.

Date: April 21/2016



Tim Loreman (for CUE)



Alison Kulak (for the Union)

**8.0 GENERAL INSTITUTIONAL POLICIES****8.11 INTELLECTUAL PROPERTY POLICY**

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**1. Introduction**

The mission of Concordia University College of Alberta (the University) comprises teaching, research, and public service. Central to these complementary activities is the pursuit of knowledge and the sharing of this knowledge within the institution and with the wider community that the institution serves. It is therefore the University's responsibility to support its faculty, staff, and students in the creation, protection, and public dissemination of their Intellectual Property. The Office of the Dean of Research and Graduate Studies provides support to the research and creative activities that generate Intellectual Property. And the present policy establishes the procedures that govern the use and dissemination of Intellectual Property; it also defines the criteria that apply to the ownership of and commercial rights to Intellectual Property that is developed by the University's employees.

**2. Objectives**

The objectives of this policy are the following:

1. To support the mission of CUCA;
2. To preserve academic freedom in research and creative activity;
3. To reaffirm the right to publish and to encourage the creation of Intellectual Property;
4. To provide a mechanism for the utilization or commercialization of Intellectual Property in a manner that benefits the creators of the Intellectual Property, CUCA, and Canadian society;
5. To protect the rights of CUCA, CUCA employees, and the Intellectual Property that they create.

**3. Definitions**

Within this policy, the following underlined terms (whether used in the singular or the plural) have the following meanings:

Academic Staff Member: an Employee of the University who holds an academic appointment, including both teaching and non-teaching staff, part-time or full-time, with or without definite term appointments. Academic Staff Member also includes Adjunct Professor, Professor Emeritus, and other honorary appointees when carrying out their professorial duties.

Commercialization: any activity relating to the statutory protection, use, sale, transfer, license, marketing, duplication, or other disposition of Intellectual Property for the purpose of profit.

Commercialize: to pursue Commercialization.

Creator: the author or inventor of the Intellectual Property who is a University Employee. To be considered a Creator, an individual must be considered to be a creator of the Intellectual Property pursuant to the relevant law. This policy recognizes that collaborative or co-operative effort may involve several Creators.

## **8.0 GENERAL INSTITUTIONAL POLICIES**

### **8.11 INTELLECTUAL PROPERTY POLICY**

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Institutional Work: Intellectual Property created at the request of the University, under written agreement with the University, for the University's use, by a person acting within the terms of his or her employment.

Intellectual Property (abbreviated in this document as IP): any form of knowledge or expression created with one's intellect that can be owned by a person and that can be protected by patent, copyright, trademark, integrated topography, industrial design laws, or other equivalent legislation. Intellectual Property includes, but is not limited to, such things as inventions, computer software recorded in any format, works of art, databases, audio-visual material, electronic circuitry, biotechnology and genetic engineering products, all other products of research, and know-how.

Moral Rights: the limited and non-transferable rights of a Creator of a copyrighted work, as recognized under Canadian copyright law.

Publication or Publish: making IP publicly available through any public medium, including (but not limited to) speech, print, paper, and electronic communication.

Traditional Academic Work: Intellectual Property other than Institutional Work in any form that is created to support teaching or that takes the form of one or more of the traditional kinds of academic output related to research and publication (such as textbooks, journal articles, and monographs). This academic output includes, but is not limited to, educational, scholarly, artistic, or literary works in any medium. Intellectual Property created for public service (such as speeches, reports, etc.) shall normally also be considered a Traditional Academic Work.

University: Concordia University College of Alberta.

University Employee: an individual employed by the University in any capacity, and includes academic, administrative, and staff employees, student employees, post-doctoral fellows, and research grant employees affiliated with the University who use facilities, resources, or funds administered by the University in the course of University-related research and/or creative activities.

University Resources: resources that include but are not limited to the University's physical structures, research laboratories, capital equipment, technical facilities, services, and personnel.

Use of University Resources: the extraordinary utilization of University Resources, such as the following:

- release time from regularly assigned duties where the primary purpose of the release time is the creation of IP that is not Traditional Academic Work;
- direct discretionary investment by the University of funds or staff, or the purchase of special equipment for the creation of IP that is not Traditional Academic Work;
- extraordinary use of multimedia production personnel and facilities; and
- extraordinary use of computing resources.

Excluded from the above definition are the following instances:

- the payment of basic salary to University Employees;
- the provision of a standard academic or administrative environment to University Employees in which to perform their normal duties, including office space and furnishings, office computer equipment and software, and any other equipment that is necessary for the performance of normal teaching or academic duties or for the production of Traditional Academic Work
- the provision of overhead costs associated with the University's administration of external funds.

#### **4. Principles**

**4.1** Canadian intellectual property laws normally provide that the Creator of Intellectual Property is the owner of the IP, unless such IP was created in course of employment, and it may be explicitly or impliedly recognized that the employer was intended to be the owner, subject to any contractual arrangement which governs the situation.

**4.2** In light of article 4.1 above, the University recognizes that ownership of IP may be vested either in the Creator or in the University; the University will therefore operate according to the following principles:

**4.2.1** Creators of IP are the first owners of the IP and are free to publish the IP without commercial intent, to pursue Commercialization of the IP with the assistance of the University, or to pursue Commercialization of the IP in their own right.

**4.2.2** In keeping with the University's scholarly/educational mission and its dedication to the pursuit and dissemination of knowledge, the University does not encourage the development of IP solely for profit or personal gain.

**4.2.3** The University retains a non-exclusive, royalty-free perpetual right to use for educational, scholarly, administrative, and other non-commercial purposes all IP that is created through the use of University Resources.

**4.2.4** The University retains the right to share in the Revenue earned from the Commercialization of any IP that is created through the use of University Resources and/or through the use of funds administered by the University..

**4.2.5** In light of the University's responsibility to be accountable to the government and to the public, the University requires that Creators of IP that is created through the use of University Resources disclose all intentions to Commercialize this IP.

## **8.0 GENERAL INSTITUTIONAL POLICIES**

### **8.11 INTELLECTUAL PROPERTY POLICY**

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#### **5. Applicability**

**5.1** This policy applies to all University Employees who use University Resources or funds administered by the University in the course of University-related scholarly and/or creative activities.

**5.2** This policy does not apply to IP that is the product of non-University activities that do not make use of University Resources: for example, outside employment or other activity in an area unrelated to University activities, or activities conducted wholly while on an unpaid leave of absence away from the University.

**5.3** This policy does not apply to IP created by individuals not affiliated with the University but whose IP is used by University Employees.

#### **6. Ownership**

**6.1** The Creator of Traditional Academic Work is the owner of that IP, unless the Creator has entered into an agreement with the University to the contrary. This means that the Creator of Traditional Academic Work retains all rights pertaining to ownership, except as specified in 4.2.3 and 4.2.4.

**6.2** Pursuant to article 4.2.4 above, the University retains the right to share in the commercial benefits of IP created by a University Employee through the use of University Resources.

**6.3** The University is the owner of Institutional Work unless the individual and the University establish an agreement in writing to the contrary.

**6.4** The University is the owner of IP that results from the performance of a contract for service, agreement, or commission in which the University and the Creator have agreed to assign ownership of the IP to the University. This may include products prepared for distance and/or continuing education courses and purchased outright by the University; and other types of teaching or research-related materials, production of which is initiated at the request of the University. The Creator of products prepared for distance education and/or continuing education courses may request the consent of the University to use agreed extracts from the written or recorded materials for other purposes, including the preparation of textbooks. Ownership of the resultant products shall be determined by negotiation between the University and the Creator.

**6.5** Owners of IP may voluntarily assign or transfer any interest in the IP to the University, including assignments made to enable the University, at its discretion, to transfer ownership to others.

**6.6** Where the University is the owner of IP, it may assign or transfer any interest in the IP to the Creator.

**6.7** Where the University is the owner of the copyright, the Creator will

## **8.0 GENERAL INSTITUTIONAL POLICIES**

### **8.11 INTELLECTUAL PROPERTY POLICY**

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- a) retain all Moral Rights in the copyrighted work;
- b) have the right to revise the copyrighted work at reasonable intervals; and
- c) have a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable license to use, revise, and modify the copyrighted work for non-commercial purposes.

The Creator may, but is not obligated to, waive moral rights at the request of the University.

**6.8** The University will not make agreements that affect a Creator's ownership rights without the Creator's consent.

**6.9** In the case of multiple Creators, the Creators should determine by written agreement the proportion of ownership and the assignment of first and subsequent authorship. This agreement should be concluded before the Creators seek to publish the IP or to apply for proprietary protection of IP (as in the case of patent applications).

#### **7. Communication and Dissemination**

**7.1** Creators of IP retain the right to Publish or not to Publish the results of their research.

**7.2** Creators of IP retain the right to determine the timing of the Publication of the results of their research. However, Creators of IP should be aware that owners of IP are responsible for meeting any deadlines for proprietary protection of IP: for example, in filing patent applications.

**7.3** The University will obtain the consent of the Creator before entering into any third-party agreement that might compromise the Creator's freedom or ability to Publish the results of his/her research.

#### **8. Commercialization**

**8.1** Neither the Creator nor the University is required to Commercialize any IP.

**8.2** Creators who elect to Commercialize IP that has been created through the use of University Resources retain the right to Commercialize independently or with the assistance of the University.

**8.3** Creators who choose to Commercialize IP that has been created through the use of University Resources must submit to the University a written disclosure of intention to Commercialize, whether they wish to Commercialize independently or with the University's assistance. This written disclosure must be submitted, as appropriate, to the Chair/Dean of the Division/Faculty (for Academic Staff Members), supervisor of the unit (for other Employees), or faculty supervisor (for students). The appropriate administrator/supervisor will forward the written disclosure to the Dean of Research and Graduate Studies, who will forward it to the Vice-President Academic.

**8.4** In all cases, the Vice-President Academic, in consultation with the Dean of Research and Graduate Studies, will determine whether the research or activity connected with the IP involves any proprietary

## **8.0 GENERAL INSTITUTIONAL POLICIES**

### **8.11 INTELLECTUAL PROPERTY POLICY**

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obligations to an outside sponsor or to the University. If any such obligations exist, the Vice-President Academic will inform the Creator in writing as soon as possible.

**8.5** If the Vice-President Academic determines that the Creator may proceed with Commercialization, the Vice-President Academic may ask the Creator to delay publication or public presentation of the IP for a period of time, normally not to exceed six (6) months, in order to ensure protection of the interests of the Creator and of the University.

**8.6** In cases in which Creators elect to request University assistance in Commercializing IP, the Vice-President Academic, in consultation with the Dean of Research and Graduate Studies, will determine, within 90 days of receipt of the disclosure of intention to Commercialize, if the University should enter a Commercialization partnership with the Creator. The decision of the Vice-President Academic is final and will be conveyed to the Creator in writing.

**8.7** If the Vice-President Academic decides that the University should not enter a Commercialization partnership with the Creator, the Creator may proceed to Commercialize the IP in question independently, in which case, the Creator shall be responsible for all costs associated with the Commercialization of IP.

**8.8** If the Vice-President Academic decides that the University should enter a Commercialization partnership with the Creator, the Vice-President Academic will draw up a written agreement listing the terms and conditions of the Commercialization partnership; this agreement will be signed by the Creator and the Vice-President Academic (for the University) before the process of Commercialization begins.

**8.9** When the University and a Creator enter into a Commercialization partnership, the Creator will be required to assign in writing to the University all rights, with the exception of moral rights, in and to the IP. Following this written assignment, the University will begin Commercialization activities and begin applying for protection of the IP. If the Creator believes there are reasonable grounds to believe that the University is failing to make reasonable progress in Commercializing the IP, the Creator may provide written notice to the University, requesting the University to assign its rights back to the Creator. The University may accede to the request, or the University may provide reasons why it believes the University is making reasonable progress. If the Creator and the University are unable to agree on this matter, then they may refer the matter to arbitration in accordance with Section 9.0 of this policy.

**8.10** Payment of administrative costs associated with the Commercialization of IP will normally be the responsibility of the University in those cases where the University and the Creator have entered into a Commercialization partnership.

## **8.0 GENERAL INSTITUTIONAL POLICIES**

### **8.11 INTELLECTUAL PROPERTY POLICY**

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**8.11** When the University and a Creator enter into a Commercialization partnership, revenue sharing will be negotiated between the Creator(s) and the University, following the guidelines stipulated in Appendix A of the present policy.

**8.12** The conditions, including revenue-sharing conditions, of the agreement for the Commercialization of IP partnership may be renegotiated at any time by mutual agreement between the Creator and the University.

### **9. Arbitration**

If a dispute arises between a Creator (or Creators) and the University regarding the application of this policy, the dispute shall be resolved in accordance with the Arbitration Act of Alberta RSA 2000, as Amended.

### **10. Responsibility**

The Vice-President Academic bears overall responsibility for this policy. He or she, in consultation with the Dean of Research and Graduate Studies, will be the final authority in the application of this policy.

## **Appendix A**

### **Revenue-sharing Policy**

The division of royalties or other income derived from the Commercialization of IP shall be determined by negotiation between the Creator and the University. If the parties are unable to agree on the division of royalties this matter shall be referred to arbitration in accordance with Section 9.0 of this policy.

In the event that a Commercialized IP generates revenue, the University retains the right to recover the costs it has incurred in the production of any products. The University shall have the right to receive 50% of the royalties or other income until such time as the expenses incurred by the University in the production of any products have been recovered. Once the University has exercised its right to recover the costs it has incurred in the production of any products, the following guidelines will apply:

**(a) Commercialization by the Creator:** The University will have a negotiated share of not more than 25% and not less than 10% of the net revenues, taking into account the investment made and risk assumed by the Creator, the expenses of commercialization, and the extent to which University resources were used in the creation and development of the work.

**(b) Commercialization through the University:** The Creator and the University will normally have equal shares of net revenues. This arrangement is open to negotiation so that either party may receive not less than 40% and not more than 60% of net revenues.



## **8.0 GENERAL INSTITUTIONAL POLICIES**

### **8.11 INTELLECTUAL PROPERTY POLICY**

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**(c) Commercialization through a third party:** Of the net revenue received, the University will have a negotiated share of not more than 50% and not less than 25%, taking into account the extent to which University resources were used in the creation and development of the work, the contributions of the Creator and the University in arranging third-party involvement, and the extent to which the Creator and the University invested in the evaluation and protection of the work.

#### **Use of the University's Revenues:**

For each individual Intellectual Property project:

(a) Income up to and including \$25,000 shall be kept in a research fund administered by the Dean of Research and Graduate Studies. The fund will be applied to

- graduate scholarships and
- the development and commercialization of intellectual property

(b) Income beyond \$25,000 shall be distributed as follows:

- 75% to University general revenue
- 25% to a fund for the Faculty, Department, and/or other unit in which the work was carried out

**Memorandum of Understanding – Intellectual Property Policy**

between

**Concordia University of Edmonton**

and

**Concordia University College of Alberta Faculty Association (the Association)**

The Parties acknowledge that the Intellectual Property Policy requires review and possible amendment in order to effectively serve their respective interests, but do not wish to bargain its terms during the current collective bargaining session. Therefore, the Parties shall each appoint two (2) people to a committee (the "Intellectual Property Policy Review Committee – IPPRC") within four (4) months following ratification of this Collective Agreement. The IPPRC shall review and provide recommendations to the Parties with respect to updating the Intellectual Property Policy to better serve the interests of the Parties. The IPPRC shall provide recommendations by no later than September 30, 2017, and as required thereafter. Any recommendations accepted by the Parties shall be incorporated into the Collective Agreement by written amendment.

**Staff Officer Group 2016-17 Grid**

SO Level	SO1	SO2	SO3	SO4	SO5	SO6
1	38,263	41,409	44,870	48,283	51,619	55,395
2	39,224	42,370	45,944	49,485	52,948	56,813
3	40,185	43,331	47,017	50,687	54,276	58,232
4	41,146	44,292	48,091	51,889	55,604	59,650
5	42,107	45,253	49,164	53,091	56,933	61,068
6	43,068	46,215	50,238	54,293	58,261	62,487
7	44,029	47,176	51,311	55,495	59,590	63,905
8	44,990	48,137	52,384	56,698	60,918	65,323
9	45,951	49,098	53,458	57,900	62,247	66,742
10	46,912	50,059	54,531	59,102	63,575	68,160
11	47,873	51,020	55,605	60,304	64,904	69,579
12	48,834	51,981	56,678	61,506	66,232	70,997
13	49,795	52,942	57,751	62,708	67,561	72,415
14	50,756	53,903	58,825	63,910	68,889	73,834
15	51,717	54,864	59,898	65,113	70,217	75,252
16	52,235	55,413	60,497	65,764	70,920	76,004
17	52,752	55,961	61,096	66,415	71,622	76,757
18	53,269	56,510	61,695	67,066	72,324	77,510
19	53,786	57,058	62,294	67,717	73,026	78,262
20	54,303	57,607	62,893	68,368	73,728	79,015
21	54,820	58,156	63,492	69,019	74,431	79,767
22	55,338	58,704	64,091	69,671	75,133	80,520
23	55,855	59,253	64,690	70,322	75,835	81,272
24	56,372	59,802	65,289	70,973	76,537	82,025
25	56,889	60,350	65,888	71,624	77,239	82,777
26	57,406	60,899	66,487	72,275	77,941	83,530
27	57,923	61,448	67,086	72,926	78,644	84,282
28	58,441	61,996	67,685	73,577	79,346	85,035
29	58,958	62,545	68,284	74,228	80,048	85,787
30	59,475	63,093	68,883	74,880	80,750	86,540
31	59,992	63,642	69,482	75,531	81,452	87,292
32	60,509	64,191	70,081	76,182	82,154	88,045
33	61,026	64,739	70,680	76,833	82,857	88,797
34	61,544	65,288	71,279	77,484	83,559	89,550
35	62,061	65,837	71,878	78,135	84,261	90,302
36	62,578	66,385	72,477	78,786	84,963	91,055
37	63,095	66,934	73,076	79,437	85,665	91,807
38	63,612	67,483	73,675	80,089	86,368	92,560
39	64,130	68,031	74,274	80,740	87,070	93,312
40	64,647	68,580	74,873	81,391	87,772	94,065
41	65,164	69,128	75,472	82,042	88,474	94,817
42	65,681	69,677	76,071	82,693	89,176	95,570
43						96,323