

**COLLECTIVE AGREEMENT**

BETWEEN:

**CONCORDIA UNIVERSITY COLLEGE OF ALBERTA**

**and**

**CONCORDIA UNIVERSITY COLLEGE OF ALBERTA FACULTY ASSOCIATION**

Duration: February 7<sup>th</sup>, 2013 to June 30<sup>th</sup>, 2015

## **Table of Contents**

<b>1. Definitions.....</b>	<b>1</b>
<b>2. Academic Freedom.....</b>	<b>2</b>
<b>3. Agreement Review and Amendment .....</b>	<b>3</b>
<b>4. Recognition, Representation and Association Dues .....</b>	<b>4</b>
<b>5. Employer Rights .....</b>	<b>6</b>
<b>6. Strikes and Lockouts.....</b>	<b>6</b>
<b>7. Initial Appointments.....</b>	<b>6</b>
<b>8. The Member’s Rights, Responsibilities, and Workload .....</b>	<b>8</b>
<b>9. Ranks and Categories of Appointments and Continuing Appointments .....</b>	<b>12</b>
<b>10. Annual Evaluation.....</b>	<b>16</b>
<b>11. Advancement in Rank.....</b>	<b>19</b>
<b>12. Re-Entry of Administrators.....</b>	<b>23</b>
<b>13. Discipline .....</b>	<b>23</b>
<b>14. Non-Discrimination and Harassment:.....</b>	<b>27</b>
<b>15. Retirement.....</b>	<b>27</b>
<b>16. Salary and Benefits.....</b>	<b>30</b>
<b>17. Intellectual Property.....</b>	<b>35</b>
<b>18. Vacation.....</b>	<b>35</b>
<b>19. Medical leave.....</b>	<b>36</b>
<b>20. Leaves of Absence.....</b>	<b>37</b>
<b>21. Sabbatical.....</b>	<b>39</b>
<b>22. Travel at the Request of the Employer.....</b>	<b>42</b>
<b>23. Effective Date .....</b>	<b>42</b>
<b>24. Reduction in Force Through Financial Exigency or Program Redundancy .....</b>	<b>42</b>
<b>25. Grievance and Arbitration .....</b>	<b>43</b>
<b>26. Official File.....</b>	<b>46</b>

**Appendix “A” – Concordia Mission Vision Values Statement**

**Appendix “B” – Sample Letter of Appointment**

**Appendix “C” – Annual Report form**

**Appendix “D” – Notice of Retirement Form**

**Appendix “E” – Salary Schedule 2012-2013**

**Appendix “F” – Intellectual Property Policy**

## **PREAMBLE**

Concordia University College of Alberta is a community of learning grounded in scholarship, freedom, and the Christian faith, preparing students to be independent thinkers, ethical leaders, reflective servants in their occupations, and citizens for the common good. Among its faculty Concordia promotes a culture of collegiality and support for its Mission, Vision and Values Framework (Appendix A).

Concordia University College of Alberta is a publicly funded Independent Academic Institution pursuant to the Post-Secondary Learning Act and the Concordia University College of Alberta Act (1995).

### **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 Regents, also known as the Board of Governors, of Concordia University College of Alberta.
- 1.5 “Concordia” means Concordia University College of Alberta.
- 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 “Day” or “Days” means Monday through Friday, but does not include a day when Concordia’s buildings are closed. Reference in this agreement to week, month and year shall refer to the calendar period.
- 1.8 “Dean” means the chief executive officer of a Faculty, including the Dean of Research & Graduate Studies. Dean includes the Associate Dean where the Dean has delegated his or her authority.
- 1.9 “Division” means an academic division within a Faculty.
- 1.10 “Division Chair” means the chief executive officer of a Division, including a Dean in any case where a specific Division Chair is not assigned to a Division for any reason.
- 1.11 “Employer” means the Board of Governors of Concordia.
- 1.12 “Faculty” means an academic unit of Concordia established as such by the Board.

- 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 “Griever” 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 “President” means the President of Concordia.
- 1.16 “Member” means a person who has been appointed to a faculty position on the academic staff of Concordia who falls within the Bargaining Unit.
- 1.17 “Faculty Policy Committee (FPC)” means the Faculty Policy Committee of Concordia, and any successor or replacement body established from time to time.
- 1.18 “Faculty Council” means the Faculty Council of Concordia, and any successor or replacement body established from time to time.

## **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 truth in their research and to disseminate the findings of that research both in their publications and in their classrooms. Because Concordia is founded on the faith and intellectual integrity characteristic of a Lutheran university, faculty and students of various beliefs and backgrounds consistently engage in dialogue and collectively pursue knowledge and truth through research and honest enquiry. Within Concordia’s Lutheran ethos, its faculty foster an attitude of intellectual humility, admit a respectful questioning of absolutes, 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 AUCC Statement on Academic Freedom and Institutional Autonomy, consonant with its own Statement of Academic Freedom.
- 2.4 Concordia upholds the Christian faith as expressed in the historic Lutheran Confessions, which frees its faculty to pursue truth and advance knowledge in keeping with its university mission.
- 2.5 In keeping with Concordia's university mission, Members are free to pursue Academic truth and advance knowledge. 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 prevailing secular, sacred, or ideological orthodoxy, to prevent misconceptions of truth from being accepted in place of truth itself.

- 2.6 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. Criticism of the Christian faith, the Lutheran confessional position, or any other religious or secular position, should strive to be accurate and constructive.
- 2.7 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, should 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.
- 2.8 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, 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.
- 2.9 Academic freedom does not require neutrality on the part of the Member. Academic freedom makes intellectual discourse, critique and commitment possible.
- 2.10 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.
- 2.11 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 Sections 13 or 25 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 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, an elected or appointed representative of the Association shall 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 President or the Vice-President Academic and the President of the Association, or their delegates.
- 4.5 Where written notice is specified in this Agreement, the Parties shall use the University 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 / or the disposition of a grievance.
- 4.9 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.
- 4.10 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.
- 4.11 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.

- 4.12 The dues deducted under this Article shall be remitted by the fifteenth (15th) day of the month following the month of deduction and shall be accompanied by a list of the Members from whom dues have been deducted along with the amounts deducted of each Member.
- 4.13 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.

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

## **7. Initial Appointments**

- 7.1 The responsibility of initiating continuing faculty appointments is that of the Vice-President Academic 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, an advertisement is drafted.
- 7.3 The draft advertisement is submitted for the approval of the Vice-President Academic 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. support for the Mission, Vision, and Values of the University (Appendix “A”);  
and
  - f. suitability for appointment at the University.
- 7.5 In consultation with the Vice-President Academic, the Dean establishes a search committee. The search committee includes the appropriate division chair and faculty members who teach in the same or related discipline, as well as the Dean, the Vice-President Academic, and the President, 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, answering routine questions about the position, and keeping short-listed candidates informed about the status of their application.
- 7.12 The appointment of a Member shall be made by the President, in consideration of the recommendation of the relevant Dean and in consultation with the Vice-President Academic.
- 7.13 A letter of appointment, following the template in Appendix “B”, duly executed by the President and the Member, shall confirm the appointment of the Member.
- 7.14 The appointment of a Member shall commence on the date set in the duly executed letter of appointment.

## **8. The Member's Rights, Responsibilities, and Workload**

8.1 The responsibilities of a Member shall include:

- a. Participation in teaching programs, including classroom teaching, supervision and personal interactions with and advising students;
- b. Participation in research and scholarship (which may include the preparation 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, faculties and divisions of Concordia and their professional disciplines.
- d. Participation in the governance of Concordia, its Faculties and Divisions.
- 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 of professional conduct established from time to time by the Faculty Council.

8.2 The Member shall support Concordia's Mission, Vision and Values Framework (Appendix "A").

8.3 Periods of Responsibility for Members

8.3.1 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 to distribute that teaching responsibility over the academic year.

8.3.2 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.

#### 8.4 Teaching

- 8.4.1 Members have the responsibility to participate in teaching programs, including classroom teaching, supervision, and personal interactions with and advising of students in areas related to the Member's area of expertise.
- 8.4.2 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.

#### 8.5 Assignment of Teaching

- 8.5.1 In consultation with a member's department coordinator 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.

#### 8.6 Total Teaching Load

- 8.6.1 The teaching load value for a course is normally the number of contact hours per week for the course. The teaching load for special circumstances such as independent study courses, low (normally fewer than 10) enrollment courses, and administrative assignments, will normally be determined by the responsible Dean, in consultation with the relevant department coordinator, Division Chair, and Member, having regard to all the circumstances, including the importance of the course to the program.
- 8.6.2 For members teaching solely in undergraduate programs, the total teaching load is 24 hour equivalents. For members whose teaching includes graduate instruction and supervision, the total teaching load is 18 hour equivalents, with corresponding increased focus on scholarship. For those with less than one (1) year of service the total teaching load is 18 hour equivalents. In no case shall a Member be required to accept teaching responsibilities more than two hours above their total teaching load. Members who accept teaching in excess of their total teaching load shall be compensated in one of the following ways:
  - a. A reduction in teaching equivalent to the overload to be taken within 2 (two) years of the overload assignment, or
  - b. The current sessional stipend.

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

- 8.6.3 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.

## 8.7 Research and Scholarship

8.7.1 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 load 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.

## 8.8 Service

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

8.8.2 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, Divisions, and the University.

8.8.3 Examples of Service Include:

- a. Membership on standing committees, official service positions as defined in the Faculty Guidebook (such as Faculty secretary, Board member, etc.), and service on ad hoc committees;
- b. Participation or leadership in chapel activities and other forms of worship on or off campus;
- c. Sponsorship of student activities—consistent with the purposes of Concordia and approved policies for Members.
- d. Membership on the executive or bargaining team of the Association.

8.8.4 The Member's involvement in certain service positions or functions will result in a corresponding reduction in teaching load. In consultation with the Member and the coordinator 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.

- 8.9 The evaluation of performance shall ensure that, except where a Member has a reduced teaching assignment, performance as a teacher shall be of primary importance in the review.
- 8.10 Employment Outside Concordia
- 8.10.1 The Member shall devote his or her full time and energy to performing the duties of his or her position, and shall inform the appropriate Dean of any outside employment. A member's outside activities shall not be at the expense of the member's other obligations as set out in this collective agreement and University policy.
- 8.10.2 A Member shall not undertake substantial outside employment activities without prior approval of the appropriate Dean.
- 8.10.3 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.
- 8.11 Distance Education and Online Learning
- 8.11.1 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 workload.
- 8.12 Annual Report on Professional Activities
- 8.12.1 A Member shall submit to the Dean of Research and Graduate Studies (with copies to his or her Division Chair or Dean) an annual report of the Member's responsibilities and professional activities during the previous year (the "Annual Report").
- 8.12.2 It is the Member's responsibility to assemble the material upon which the Annual Report will be based.
- 8.12.3 Generally, the content of the Annual Report, which is also used for the purposes of compiling and reporting research activities to the Department of Enterprise and Advanced Education, shall be in the format attached as Appendix "C", and shall include, as a minimum:
- a. The Member's name, rank, Division, and Faculty;
  - b. The Member's teaching dossier, including course syllabi, details of teaching activities, courses taught, numbers of students, new courses, programs or techniques or curriculum developed;
  - c. Details of any research and scholarly activity, including publications, presentations, research grants received, lectures, prizes and awards;

- d. Details of service to the scholarly discipline, to Concordia, and to the general public;
- e. Any other information specified by the Dean of Research and Graduate Studies as necessary for government reporting or other purposes.

8.12.4 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 Categories of Appointment

- 9.2.1 A Member may be appointed in accordance with this Article either as a permanent Member or as a Member on probation leading to consideration for permanent status.
- 9.2.2 A newly-appointed Member shall be on a probationary appointment, unless otherwise specified in the appointment letter.

9.3 Permanent Appointments

- 9.3.1 Permanent Appointments are conferred either as a result of the process of conversion from a Probationary Appointment as established under this Agreement or pursuant to the hiring process.

9.4 Probationary Appointments

- 9.4.1 Probationary Appointments are for permanent-stream Faculty and normally consist of two phases of probationary assessment during which time the Member must demonstrate the required qualifications and performance for obtaining a Permanent Appointment.
- 9.4.2 A Member appointed to a probationary appointment shall serve a probationary period of 5 years including an initial two-year appointment, and a second three-year appointment. The Dean, with the written approval of the President, may, in the initial appointment, reduce the length of the probationary period.
- 9.4.3 If a Member is granted any leaves during a probationary period and if the length or type of leave is such that it materially affects the performance on which the Member is to be

assessed, then the probationary period shall normally be extended by the length of the leave.

- 9.4.4 Assessment of the probationary Member's performance and thus evaluation for renewal or non-renewal of probationary appointments, and conversion or non-conversion of a probationary appointment to a permanent appointment, shall conform to the standards for teaching, research and service as described in Article 8 Member's Rights, Responsibilities and Workload. The evaluation of performance shall ensure that, except where a Member has a reduced teaching assignment, performance as a teacher shall be of primary importance in the review.
- 9.4.5 The standards to be applied in evaluating Members pursuant to this Article shall be those standards determined by the Faculty Council from time to time, in its discretion. If the written standards for probationary renewal or conversion to continuing appointment are changed after a member has been appointed to a probationary appointment and before either of those evaluations have occurred, she/he shall be evaluated according to the most recent written standards unless he/she elects to be evaluated according to the standards in place at the time of the appointment, and makes such election in writing in advance of the evaluation.
- 9.4.6 Assessment of a Member's performance for renewal of probationary appointments and conversion to a permanent appointment during the probationary period will include the following:

a. Administrative Evaluations

Two administrative evaluations are conducted. One appraisal is conducted by the Dean responsible for supervising the Member. If the division chair is being evaluated, the second administrative appraiser is another Member of the same division selected by the Dean. The Dean coordinates the evaluation process for faculty Members in his/her area. The second administrative appraiser is one of the Associate Dean/Division Chair/Department Coordinator, as determined by the supervising Dean. In faculties without an Associate Dean/Division Chair/Department Coordinator 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 Academic Services Office.

b. Peer Evaluations

The Member being considered for contract renewal or conversion 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 outlined in 9.4.5. Copies of the written reports are distributed to the Member, both administrative evaluators, and the appropriate Dean's office and the Academic Services Office.

c. 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.

d. 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 are evidence of ongoing performance assessment, and shall be included as part of the evaluation for renewal and conversion of Probationary Appointments. Following these processes the Dean makes a recommendation to the Vice President Academic.

## 9.5 Timelines

- 9.5.1 Prior to 1 October in the final year of the Probationary Appointment, the Dean shall instigate the formal evaluation leading to renewal or non-renewal of the Probationary Appointment, or conversion or non-conversion to a permanent appointment.
- 9.5.2 Prior to 1 January in the final year of the First Probationary Appointment, the appropriate Dean shall notify the Member in writing as to whether a recommendation is being made through the Vice-President Academic to the President and thence to the Board of Governors for renewal or non-renewal or conversion or non-conversion of the Probationary Appointment.
- 9.5.3 Members in a Probationary Appointment, who have grounds allowable under law or this Agreement (e.g., a leave), may submit a request for an extension of the Probationary Appointment for an additional year to the Associate Vice-President Academic. Such extensions shall normally be limited to one year.
- 9.5.4 Prior to January 1<sup>st</sup> in the final year of a Member's second probationary appointment period, the appropriate Dean shall recommend in writing to the Vice-President Academic, with a copy to the Member, one of the following:

- a. that a one-year non-renewable extension of the probationary period be offered to the Member;
  - b. that a permanent appointment be offered to the Member; or
  - c. that no further appointment be offered to the Member.
- 9.6 Upon issuance and receipt of the Dean's written recommendation that either a one-year extension of the probationary period or no further appointment be offered to the Member, the following appeal procedure applies.
- 9.6.1 A Member who wishes to appeal the Dean's recommendation may request a meeting with the Dean. Within 10 working days following the Initial Resolution Meeting, the Dean will advise the Member in writing as to whether the Dean's recommendation has changed or not.
  - 9.6.2 Following the Member receiving the Dean's letter, the Member shall have 10 working days to notify the Dean in writing of a request for a further meeting to consider the Dean's recommendation. This meeting shall be between the Dean, the Member and a Division Chair from a Division unassociated with the Member (or in faculties without Division Chairs, a senior department representative) to be chosen by the Dean (the "Informal Review Meeting"). This meeting is intended to offer the Member further opportunity to clarify facts or issues relevant to the Dean's decision. Within 10 working days following the Informal Review Meeting occurring, the Dean shall advise the Member in writing as to whether the Dean's recommendation has changed or not.
  - 9.6.3 Following the Member receiving the Dean's letter, the Member shall have 10 working days to notify the Dean 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 shall convene the FRC within 10 working days (the "FRC Meeting").
  - 9.6.4 The FRC shall be composed of the following people (with any members having a conflict of interest being subject to replacement with a reasonable alternative person in the sole discretion of the President):
    - the Vice President Academic, sitting as the non-voting chair of the FRC;
    - a Member below the level of Associate Dean, as chosen by the President;
    - the Division Chair from the division of the Member under review, or where there is no Division Chair in the relevant Faculty, a senior department representative below the level of Associate Dean; and
    - the Chair of the Faculty Policy Committee.
  - 9.6.5 Within 5 days prior to the FRC Meeting, the Dean shall submit to the FRC and the Member any materials the Dean intends to rely upon in the review. Within 3 days prior to the FRC

Meeting, the Member shall submit to the FRC and the Dean any materials that the Member intends to rely upon in the review. The Dean and the Member may attend the FRC Meeting to make verbal submissions regarding the relevant issues. The Member may be accompanied at the meeting by an advocate of his or her choice.

- 9.6.6 Within 10 working 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 5 working days thereafter:
- a. that a one-year non-renewable extension of the probationary period be offered to the Member;
  - b. that a permanent appointment be offered to the Member; or
  - c. that no further appointment be offered to the Member.
- 9.6.7 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, with said reconsideration recommendation going back to the President for final decision. If the President decides to award further appointment, either in the first instance or following reconsideration by FRC, the decision is subject to ratification by the Board.
- 9.6.8 Any grievances arising from the process in this Article 9 shall be restricted to those outlined in Article 25.
- 9.6.9 Should a Member be granted and accept a one-year extension of the probationary period, at the end of said period the decision process shall be the same as set out above, except that the options of offering a further probationary period will not be available.

## **10. Annual Evaluation**

- 10.1 An annual performance evaluation will be conducted for all Members, except for full-time Members in their final year of service.
- 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, scholarship, and service activities as outlined in Article 8 [Member's Responsibilities], and in this agreement generally.
  - b. Provide formative support and mentoring.

- 10.3 By June 1 of each year a member shall file the Annual Report Form (see Appendix “C”) with the appropriate Dean, along with a current curriculum vitae and a teaching dossier, which must contain at least the following material:
- a. A list of course sections taught, with their enrollments.
  - b. Course syllabi and sufficient material to permit an evaluation of the contents of courses, the teaching/learning processes, and the means of assessing the performance of the students.
  - c. Any other material that the Member deems relevant to her/his teaching role such as evaluations by graduates, peers, or students.
- 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 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-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 The evaluation of performance shall ensure that, except where a Member has a reduced teaching assignment, performance as a teacher shall be of primary importance in the review.
- 10.6 The standards to be applied in evaluating Members pursuant to this Article 10 shall be those standards determined by the Faculty Council from time to time, in its discretion.
- 10.7 The evaluation of teaching performance shall be broadly based, including but not limited to course content, course design and performance in the classroom. Such evaluation may take into account information such as statistical summaries of responses to student questionnaires, comprehensive reviews of student commentary, reviews by peers, reviews by administrative officials and reviews of teaching dossiers and other materials provided by the Member.
- 10.8 The evaluation of scholarship shall include, but not be limited to, publications, presentations, and public performances as well as scholarship associated with pedagogy and course design and, when appropriate, with academic administration.

- 10.9 The evaluation of service shall include, but not be limited to, committee membership, volunteer work for Concordia, administrative duties not intrinsic to the Member's position, and any other services for the benefit of Concordia.
- 10.10 The evaluation of a Member shall be conducted by the Dean of the Faculty responsible for supervising the Member.
- 10.11 The Dean, following consultation with the Member's Department Coordinator shall review the materials submitted and shall respond to the Member with the evaluation in writing by August 15<sup>th</sup>. If any revisions are required in the materials provided, the Member shall revise and resubmit to the Dean within 2 weeks following the Dean's request.
- 10.12 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.
- 10.13 After the review the Dean may:
- 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.
- 10.14 If the Member's performance is deemed not satisfactory, the Dean will meet with the Member to discuss the Dean's evaluation.
- 10.15 Performance Plan
- 10.15.1 In cases where performance is deemed not satisfactory:
- 10.15.1.1 The Dean, in consultation with the Member and the Member's Department Coordinator/Chair, will explore options to improve the Member's performance and develop a performance plan which describes goals and strategies to achieve the desired improvements in the coming academic year. Before the commencement of the upcoming Fall Term, the Dean will meet with the Member to discuss and provide a copy of the performance plan. The Dean will also provide a copy of the performance plan to the Association.
  - 10.15.1.2 The Dean and the Department Coordinator/Chair shall meet with the Member at least once per semester to discuss progress toward satisfying the performance plan objectives.
  - 10.15.1.3 As part of the subsequent annual evaluation, the Dean shall meet with the Member to determine whether or not the Member has achieved acceptable

performance from the performance plan, and shall communicate this in person and in writing to the Member.

- 10.16 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 (ARC) for input from faculty and staff, and the decision by the ARC to award promotion (but not the decision to deny it) are announced to the university at large. The ARC is responsible for evaluating the performance of Members with respect to applications for advancement in rank ("promotion").

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

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

- 11.2.2 If a Member being considered by the ARC is in the same department as a member of the ARC, that ARC member shall not participate in the decision making relating to that application and the ARC will continue to function with one less member while discussing that particular application.

### **11.3 Timelines**

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

- 11.3.2 The ARC 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 ARC 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, scholarship, and service/administration. The standards to be applied for promotion to the Associate and Full Professor ranks are determined by the Faculty Council from time to time, in its sole discretion. The evaluation of performance shall ensure that, except where a Member has a reduced teaching assignment, performance as a teacher shall be of primary importance in the review.
- 11.5 The Faculty Member applying for advancement in rank shall provide a written application package to the Associate Vice-President Academic, including:
- a. a Curriculum Vitae;
  - b. representative examples of publications or equivalent;
  - c. a list of services provided to the Church, Concordia, community, government or society;
  - d. a self-evaluation;
  - e. copies of letters received from the ARC on the occasion of previous applications for advancement;
  - f. A Case File (described below)
  - g. any other relevant information.
- 11.6 Case File – In applying for promotion, Members shall prepare a Case File to demonstrate achievements in respect to three (3) areas to be evaluated: Teaching (Area 1), Scholarship (Area 2), and Service (Area 3). Materials submitted as evidence in (a) through (c) below shall be evaluated by the ARC and, if applicable, external assessors.
- 11.6.1 Area 1: Teaching
- 11.6.1.1 To demonstrate performance in teaching, the candidate must supply a teaching dossier, which may include but not be limited to:
- a. A teaching philosophy statement, that is, explanatory material about aims and methods of teaching written and submitted by the candidate;
  - b. Course descriptions, syllabi, bibliographies, or other material distributed in courses;
  - c. Material descriptive of courses submitted to other bodies (e.g., departmental or University curriculum committees);

- d. Letters of reference from colleagues;
- e. Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures. Evaluation results administered independent of University-wide standardized student evaluation procedures may also be submitted;
- f. Evidence of internal and/or external awards, publications, citations, presentations at colloquia, seminars, workshops, or conferences on teaching.

#### 11.6.2 Area 2: Scholarship

11.6.2.1 To demonstrate performance in professional scholarship, the candidate must supply an explanatory cover letter and may supply other supporting documentation including but not limited to:

- a. 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.
- b. Citation by others in the field;
- c. Evidence of reception of grants, fellowships, or awards;
- d. Evidence of participation in funded research;
- e. Substantial creative works relevant to the discipline or scholarly field which have been made public; and
- f. Documentary evidence of exemplary practice in professional fields, which may include written research, and policy or practice monographs;
- g. evidence of service as a reviewer, referee, contributor, or editor for a professional or scholarly publication.

#### 11.6.3 Area 3: Service

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

- a. evidence of active participation in the life of the University, and related service in the church, community, and/or professional or scholarly organizations;
  - b. letters from colleagues, committee chairs, and/or supervisors;
  - c. annual and/or ad hoc reports; and
  - d. news reports
- 11.7 The ARC 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 Associate Vice-President Academic;
  - c. Reports of Classroom visitations and interviews by his or her division chair, departmental coordinator, program director or Dean as determined by ARC.
  - d. The Member's Official File;
  - e. Outside evaluators, acceptable to both the candidate and the Committee.
- 11.8 An application for advancement in rank from Associate Professor to Professor must include at least one evaluation from a suitable external referee, acceptable to both the Applicant and the ARC. A copy of the Applicant's dossier and all relevant materials, including student evaluations, shall be sent by the ARC to the external referee for this purpose.
- 11.9 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.
- 11.10 The ARC's deliberations will be confidential, and the ARC's decision shall be determined by majority vote. In the event that the ARC cannot come to a decision, or in the event of a tied vote, the application for advancement in rank will be denied. The applicant should be encouraged to apply again in a following year.
- 11.11 The ARC shall make a recommendation on advancement in rank to the President, with a copy to the Member.
- 11.12 Reconsideration of Advancement in Rank Recommendation
- 11.12.1 Where the ARC's recommendation is to refuse advancement in rank, the Applicant may, within 10 working days of receipt of the ARC's decision, ask the Chair of the ARC to have the ARC reconsider the recommendation, and at the same time:

- a. submit in writing any further information or materials that the Applicant considers relevant for the reconsideration;
- b. advise the Chair in writing whether or not the Applicant wishes to appear before the ARC to make additional submissions, and the names of any persons that the Applicant intends to have attend before the ARC as witnesses to provide information on his or her behalf, in which case such a meeting will be arranged for this purpose within 10 days of the Applicant's request for reconsideration.

11.12.2 The ARC will meet to deliberate further on the reconsideration application. These meetings will be confidential. The ARC will advise the Applicant and President of its recommendation on the reconsideration in writing within 10 days following receipt of the Applicant's materials for the reconsideration, or in the event that a meeting with the Applicant and/or witnesses is held, within 10 days following that meeting.

11.13 The President will consider the ARC's recommendation and decide whether the Member is advanced or not. If the President disagrees with a recommendation by ARC that a Member should be advanced, then the President will submit the issue back to ARC 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.

11.14 Any grievances arising from the process in this Article 11 shall be restricted to those outlined in Article 25.

## **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**

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

- 13.2 All dates and times established by this Article may be varied by the mutual written consent of the Member, the Dean and the Vice-President Academic.
- 13.3 Discipline of a Member arising from unacceptable academic performance shall be subject to specific process, as follows:
- 13.3.1 Notwithstanding any provision herein, the discipline of a Member arising from unacceptable academic performance shall at all times be in the discretion of the Vice-President Academic, upon recommendation from the Dean.
- 13.3.2 Within 15 days following completion of the annual performance evaluation for a Staff Member (including the determination of the reviews and appeals enumerated in this Agreement), the Dean shall refer the record of a Member to the Vice-President Academic with a recommendation that the Member be disciplined for unacceptable academic performance.
- 13.3.3 The record of the Member shall include copies of all material about the Member which had been before the Dean, the FRC or the ARC 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.
- 13.3.4 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 within 10 days of receipt of the Dean's material.
- 13.3.5 The Vice-President Academic shall offer to meet with the Member within 20 days of the receipt of the Dean's recommendation or within 10 days of the receipt of the Member's response materials.
- 13.3.6 Within 10 days following any meeting under Article 12.5 and any other consultations the Vice-President Academic chooses to have, the Vice-President Academic shall either:
- not approve the recommendation of the Dean; or
  - discipline the Member in accordance with this Article 13.
- 13.3.7 The Vice-President Academic 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 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 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 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. 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, at his or her discretion, may waive this clause.
- 13.7 Upon receiving a complaint under Article 13, the Vice-President Academic 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, and arrange such a meeting with the Member upon the Member requesting it; and
  - c. provide the Member with at least seven (7) working days' notice of the time of this meeting.
- 13.8 If the Vice-President Academic authorizes an investigation of the complaint, the Vice-President Academic 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, with a copy to the respondent and the complainant.
- 13.10 Upon completion and receipt of the investigation report, and before making a decision, the Vice-President Academic shall offer to meet with the respondent and the complainant, and may also require further investigation.
- 13.11 The Vice-President Academic shall, in writing:
- a. dismiss the complaint, with such decision being final and binding and not subject to appeal; or
  - b. discipline the respondent, with such decision being final and binding and not subject to appeal.
- 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.
- 13.15 In the event that the form of discipline is dismissal, and unless circumstances demand immediate action, the Vice-President Academic 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. 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 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 7 or more years ago cannot be in and of itself considered in an academic assessment, unless the facts which resulted in the imposition of discipline are considered relevant to that assessment.
- 13.18 The Vice-President Academic may extend any deadlines under this Article upon the timely approval of the Faculty Association, with such approval not to be unreasonably withheld, advising the Faculty Association and the parties in writing.
- 13.19 Proceedings under this Article shall be restricted and private to the persons involved as complainant(s), respondent(s) or witnesses (to the extent that witnesses need to know information related to the proceedings). When discipline is imposed, publicity shall be restricted to persons who have a need to know about the case in all the circumstances including but not limited to the relevant Chair, Deans or other administrators. 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 and following consultation with the respondent. In the event that it is determined that there shall be no disciplinary action, the Vice-President Academic must inform each individual to whom concerns and allegations were disclosed by the Vice President 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 Harassment Policy, as outlined in the Faculty Handbook. Any changes to Concordia's Harassment Policy shall require prior consultation with, and approval by, 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, 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 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 Lutheran Church-Canada Pension Plan (LCCPP) 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 LCCPP (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 coordinator, 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 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	½ 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

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 LCCPP, 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)

15.10.4 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 fixed by the Board of Regents. The salary schedule for the current year is appended hereto as Appendix "E". The Board shall set a salary schedule, program of benefits, and policies for salary adjustments in each successive year.

### 16.2 Method of Payment of Salary

16.2.1 Salaries for Members are paid once each month throughout the fiscal year. Salaries are established on the basis of regular salary scales as determined by the Board of Regents for all instructional and administrative personnel. Upon retirement, the salary ends as of June 30 of that academic year. Faculty members may expect to receive their salaries on the 25th day of each month.

### 16.3 Payroll Deduction

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

### 16.4 Pension Benefits

16.4.1 The Board and Members shall each continue to contribute to the Lutheran Church-Canada Pension Plan and Health and Income Protection Plan in accordance with the policies and procedures of those Plans.

## 16.5 Internal Research Support

16.5.1 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.

### 16.5.2 Teaching reduction for Externally Funded Research Purposes

- 16.5.2.1 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 Academic Research Council using the following criteria:
- a. The external grant must provide sufficient funds to hire a teaching replacement for the faculty Member.
  - b. Priority will be given to applicants when the external grant is such that it would be unavailable during a sabbatical leave.
  - c. Eligibility for full reduction in teaching assignment is limited to full-time faculty in at least the fourth year of their contract. Lesser reductions may be considered for other faculty.
  - d. 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 Dean of Research and Graduate Studies to the Vice-President Academic and Provost. At the discretion of the Academic Research Council, applications presented at other times of the year may also be considered.
  - e. 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 and Provost in consultation with the appropriate Dean. However, the faculty member will not be asked to undertake any new or additional committee work during the reduction in teaching.
  - f. 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.

- g. Applications for Teaching Reduction for Externally Funded Research Purposes will be considered in conjunction with applications for Teaching Reduction for Research Purposes.
- h. Any decision of the Academic Research Council with regard to teaching reduction shall be final and binding.

### 16.5.3 Teaching Reduction for Research Purposes

- 16.5.3.1 To encourage faculty members to engage in research, Concordia provides a limited number of reduced teaching assignments on a semester-to-semester basis.
- 16.5.3.2 Reduced teaching assignments are available to permanent-stream faculty members. Reductions in teaching assignments are not available for personal research contracts with personal remuneration.
- 16.5.3.3 Faculty members whose research projects are underway or nearing completion will be given priority.
- 16.5.3.4 The maximum teaching assignment reduction per faculty member is twelve hours a year, to be applied to either or both semesters.
- 16.5.3.5 The maximum institutional teaching assignment reduction is thirty-six hours per year, subject to budgetary considerations.
- 16.5.3.6 Successful applicants will be excused from committee responsibilities.
- 16.5.3.7 Applications will be evaluated by the Academic Research Council and prioritized on the basis of:
  - a. Merit of the proposal.
  - b. Availability of grants from external agencies.
  - c. Commitment from a publisher.

The Academic Research Council will make recommendation to the Vice-President Academic and Provost through the Dean of Research and Graduate Studies.

- 16.5.3.8 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.

- 16.5.3.9 The Member shall submit a written report to the Dean of Research and Graduate Studies which accounts for his or her use of time during tenure of the teaching assignment reduction.
- 16.5.3.10 A faculty member may request a reduced teaching assignment for the upcoming academic year to the Dean of Research and Graduate Studies by November 15. 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.
- 16.5.3.11 Reduced teaching assignment for research requests will be considered by the Academic Research Council. If a member of that body is an applicant, the Dean of Research and Graduate Studies will approach the Division for an alternate from that Division to serve in place of the member. The Academic Research Council makes its recommendation to the Vice-President Academic and Provost through the Dean of Research and Graduate Studies by the end of the first semester.
- 16.5.3.12 Applicants are informed by the Dean of Research and Graduate Studies of the Academic Research Council's recommendation by January 15.
- 16.5.3.13 The Board of Regents makes a decision on reduced teaching assignments for research, subject to budgetary approval, at the following Board meeting.
- 16.5.3.14 Faculty members are informed of the Board of Regents action by March 15.
- 16.5.3.15 The decisions of the Academic Research Council and the Board of Regents are final and binding.

## 16.6 Tuition Benefits

- 16.6.1 Permanent-stream faculty 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.

- 16.6.2 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.
- 16.6.3 Dependents under the age of 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.
- 16.6.4 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.

## 16.7 Moving Expenses

- 16.7.1 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.
- 16.7.2 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  $1/24^{\text{th}}$  of the total amount at the end of each month of regular service, exclusive of leave periods.

## 16.8 Computers

- 16.8.1 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 Computing Services in consultation with faculty. The life expectancy of the system should be five years. It is the aim of this policy to provide standardized equipment at no cost to the faculty or to academic departments. Concordia's Computing Services shall maintain and, if necessary, upgrade these systems in-house. Part of this service shall consist of keeping at least two entire computers on a reserve and exchange basis to ensure continuous use of a computer by all faculty members in case of any computer malfunctions. All computer software supplied by Concordia shall be IBM compatible.
- 16.8.2 Faculty members may apply to the Vice-President Academic 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.

## 16.9 Professional Development

### 16.9.1 Grants for Advanced Study

- 16.9.1.1 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.

### 16.9.2 Professional and Learned Societies

- 16.9.2.1 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 division 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 Church and scholarly conferences, subject to the availability of funds.

### 16.9.3 In-Service Growth

- 16.9.3.1 Concordia encourages in-service growth through discussion of educational problems in faculty meetings, service on committees concerned with educational problems, and presentation of papers and essays in faculty seminars. Active participation is encouraged as evidence of professional growth.

## 17. **Intellectual Property**

- 17.1 The parties shall be governed by the Intellectual Property policy set out in Appendix "F"

## 18. **Vacation**

- 18.1 Each Member who has been appointed for at least one (1) year shall be entitled to an annual vacation of 35 calendar days for the first ten years of full time appointment. Beginning in the eleventh year, the vacation shall be increased to 42 calendar days.
- 18.2 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 (5 working days after the end of the winter examination period, through 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 for final resolution.

- 18.3 Members teaching in trimester programs have the right to schedule vacation at any times the member does not have teaching responsibilities (5 working days after the end of examinations or, if there are no examinations, 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 for final resolution.
- 18.4 Vacation must be taken within contract year (July 1 to June 30). Vacation entitlement may not be carried from one contract year into the next.
- 18.5 No vacation shall be earned during leave without pay, disability leave, or that portion of leave with partial pay for which no salary is paid.
- 18.6 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 Staff 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 of any medical leave and provide an estimate of its duration. The Dean may require the staff 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 their 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 they remain 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 14 days, the Division Chair or Dean shall provide a copy of the medical certificate to the Vice-President Academic. If satisfied that the Member should be placed on medical leave, the Vice-President Academic shall formally advise the Member that 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.

- 19.4 During medical leave, the Member shall remain on full pay and benefits.
- 19.5 A staff member is eligible to medical leave for no longer than 13 weeks in aggregate for each sickness or injury. A new medical leave is deemed to have occurred if there has been a period of at least 2 consecutive weeks of service following a previously authorized medical leave.
- 19.6 If the medical leave is expected to exceed 13 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 disability leave. If the application is not approved, the Member shall return to regular responsibilities, failing which they shall no longer be entitled to pay and benefits and their employment shall terminate.
- 19.7 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.
- 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 7 years of permanent full-time or full-time equivalent service at Concordia, for a second sabbatical leave after 15 years of permanent full-time or full-time equivalent service at Concordia, for a third sabbatical leave after 23 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 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.

### 21.5 Early Sabbatical Leaves

21.5.1 In unusual circumstances, faculty members that are three 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 or six 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 80% salary;
- 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 4.16.1.4, this sabbatical leave is counted in the academic year of the first half. Priority (4.16.1.3) 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 will keep faculty members informed as to their eligibility and priority within the next seven-year period. By October 1 of the academic year preceding the academic year in which the sabbatical is to occur, a faculty member will apply for a leave by submitting written plans and other pertinent data to his or her Dean.
- 21.8.2 The Dean will forward this application with an appropriate recommendation to the Vice-President Academic 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 further attempts of 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. The final recommendation of the Dean with respect to the modified proposal will be forwarded to the Vice-President Academic not later than October 31.
- 21.8.3 The Vice-President Academic will select sabbatical leave recipients for approval by the President and the Board of Regents. 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 Vice-President Academic in all the circumstances, approval may be denied even if the applicant's priority and the number of available sabbatical leaves would otherwise guarantee approval.
- 21.8.4 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 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.

## **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 or 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, 2015, 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 wishes 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 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 3 years of declining or insufficient enrollment.
- 24.2 Reductions in staffing will typically 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 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 of another position available in administration or another teaching area.
- 24.4 Concordia may terminate a Member 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 one year of notice in total, or pay in lieu of such notice, or a combination thereof.

## **25. Grievance and Arbitration**

- 25.1 Grievance means a claim, dispute, or complaint involving the interpretation, application, administration, or alleged violation of a specific article of this Agreement.
- 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); or
  - c. By the Association on behalf of a group of Members (a group grievance).
  - 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 45 days of the date on which the action or omission being grieved occurred, or 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, in order to discuss the matter and any potential for resolution.
- 25.7.2 This meeting shall take place within 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 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 15 days following the meeting, the Vice-President Academic 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 10 days to attempt resolution of the dispute. If the President and the Association cannot resolve the dispute, then either party may within 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 College shall maintain an Official File for each member.

- 26.2 Maintenance of the Official File shall be the responsibility of the VP Academic or designate. The file shall be kept in a secure location.
- 26.3 It is recognized that copies of some or all of the materials in the Official File may be used for normal administrative purposes. Copies of such materials may be filed elsewhere for these purposes. The Official File shall be clearly marked as confidential.
- 26.4 A Member, and with the Member's written consent, a Member's agent, have the right to examine after giving reasonable notice the entire contents of their Official File during normal business hours. The examination may be carried out in the presence of a person designated by the Vice-President Academic. 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.

### **Appendices**

**Appendix "A" – Concordia Mission Vision Values Statement**

**Appendix "B" – Sample Letter of Appointment**

**Appendix "C" – Annual Report form**

**Appendix "D" – Notice of Retirement Form**

**Appendix "E" – Salary Schedule 2012-2013**

**Appendix "F" – Intellectual Property Policy**

Signed on behalf of Concordia University College of Alberta

Per: \_\_\_\_\_  
Gerald Krispin, President

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of Concordia University College of Alberta  
Faculty Association

Per: \_\_\_\_\_  
Deborah Hemmerling, President

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix "A"



### MISSION / VISION / VALUES FRAMEWORK

---

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

Concordia University College of Alberta was founded in 1921 as a junior college of the Lutheran Church-Missouri Synod. As the Lutheran Church in Canada has evolved, so has Concordia, which is now a fully integrated university in the Campus Alberta post-secondary system. This integration began in 1967, when Concordia began to offer first-year university courses in affiliation with the University of Alberta. Today Concordia offers its own undergraduate and graduate university degrees, including Bachelor of Arts, Science, and Management degrees, a Bachelor of Education (After Degree), a Bachelor of Environmental Health (After Degree), a Master's degree in Information Systems Security Management, a Master of Arts degree in Biblical and Christian Studies, as well as extensive professional and continuing education programs, including those that serve the Christian church through its Director of Parish Services and Parish Nursing program.

Throughout its history, Concordia has remained grounded in the belief that the Christian faith gives purpose to life and that success depends upon spiritual maturity. The entire educational experience at Concordia is built on a foundation of the Christian faith and intellectual integrity characteristic of a Lutheran university, where people of various beliefs and backgrounds are in dialogue in a common pursuit of understanding and truth that ultimately leads to wisdom. That is what is meant by our motto: *Initium Sapientiae Timor Domini* – The fear of the Lord is the beginning of wisdom.

#### MISSION

Concordia University College of Alberta is a community of learning grounded in scholarship, freedom, and the Christian faith, preparing students to be independent thinkers, ethical leaders, reflective servants in their occupations, and citizens for the common good.

#### VISION

Concordia University College of Alberta 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 Christian university true to its mission and vision, and a good choice for all students seeking to enrol in its programs.
2. Concordia maintains its mission as a Christian university serving the public.
3. 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.

### Mission / Vision / Values Framework

4. Concordia seeks out faculty who support Concordia's mission.
5. 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.
6. 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 3000 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.
6. Concordia will honour its Lutheran heritage and value the diversity of its faculty, staff, and student population. It will provide a **foundation of faith and intellectual integrity** that supports a scholarly community based on acceptance and respect.
7. Concordia will **establish, maintain, and review administrative and policy structures** that satisfy the criteria of the "Concordia Tomorrow" plan.



APPOINTMENT LETTER

Name:

Date:

Address:

Dear

Concordia University College of Alberta ("Concordia") is pleased to offer you [an appointment/a continuation of your 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, as posted [location of posting], as well as the terms of this Letter of Appointment and any attached Supplementary Conditions and Appendices (the "Appointment Contract"). 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. Period of Appointment:
5. Probationary/Permanent:
6. Grid Placement:
7. Special Conditions:

You will be subject to all Rules, Regulations and Policies of Concordia as may be promulgated or amended from time to time. The return of one signed original copy of this Appointment Contract to the undersigned by \_\_\_\_\_ will constitute your acceptance of this appointment.

All personal information collected by Concordia University College of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of that Act. 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 Resource office at Concordia.

This Letter of Appointment and Supplementary Conditions and attached Appendices constitutes the entire Appointment Contract 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 Contract except as contained herein or attached hereto. This Appointment Contract may be amended, changed or modified only by further written agreement between the Parties.

Yours truly,

\_\_\_\_\_  
President

Received by Concordia

[Empty box for signature]

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)
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (month) (year)
\_\_\_\_\_ Signature

## Appendix "C"

### Annual Report on Professional Activities

Annual Reports on Professional Activities are central to the encouragement of research. They provide information used to compile data on research activities, which Concordia reports annually to the Campus Alberta Quality Council (CAQC) and to Alberta Advanced Education for the Key Performance Indicators. And the Reports help to identify the areas of research strengths that are incorporated into Concordia's Strategic Research Plan.

Please complete the following information for the year September 1, 2010 - August 31, 2011 and return it to Marco LoVerso, Dean of Research and Graduate Studies, by August 31, 2011.

You may submit the Annual Report on Professional Activities as an attachment to an e-mail addressed to [marco.loverso@concordia.ab.ca](mailto:marco.loverso@concordia.ab.ca). To access an electronic version of the guidelines for this report, go to the Concordia website; then click on Services for Faculty, For Academic Staff and Faculty, Guidelines for University Instructors. You may want to copy the guidelines into a Word or WordPerfect document so that you can then delete sections that are not applicable to your case.

Please remember to include your name and the date of the report at the top.

**I. RESEARCH** (definitions in this section are based on the current requirements for Key Performance Indicator reports)

1. **Books Authored /Co-authored**  
Books (including textbooks), chapters in books, and monographs, authored or coauthored by you. Give author(s), title, publisher, date of publication
2. **Books Edited / Co-edited**  
Books (including textbooks), chapters in books, and monographs, edited or co-edited by you. Give information as above in #1.
3. **Articles in Refereed Journals (including conference proceedings and refereed electronic publications; excluding non-refereed reviews in refereed journals)**  
For each item, give author(s), title, title of periodical, date of publication and page numbers.
4. **Articles (and equivalents) in Non-refereed Publications (including non-refereed reviews in refereed journals and non-refereed electronic publications)**  
Articles, papers, abstracts, reviews, translations, creative writings, research reports, manuals, notes, bibliographies, concordances, newsletters, scripts/musical scores, recordings, patents/trademarks/industrial designs, posters and other works, in non-refereed publications. Includes works of art, professional musical performances, artistic productions and compositions performed for external (public) audiences. For each item, give full information, including date and page numbers.

**II. PRESENTATIONS**

1. Conference involvement: presenter, panel member or respondent, organizer, facilitator
2. Public presentations
3. Media appearances

**III. RESEARCH GRANTS**

1. Reduction in teaching assignment award (give amount of time and use)
2. Internal research grants (give value, time frame, and use made of the funds)
3. External research grants (give value, time frame, and use made of the funds)

#### **IV. STUDENT RESEARCH AND STUDENT ACHIEVEMENTS**

1. Identify all of your (and your department's) research activities involving students as assistants and/or collaborators. Please indicate how these activities contribute to the students' development of research and/or professional skills.
2. Identify any of the following professional achievements by students under your supervision:
  - (a) Books authored/co-authored
  - (b) Books edited/co-edited
  - (c) Articles in refereed journals
  - (d) Articles in non-refereed publications
  - (e) Presentations at professional conferences
  - (f) Presentations at public and/or media events
  - (g) External grants, scholarships, awards

#### **V. TEACHING**

1. Innovations in pedagogical approaches
2. Development of courses / programs

#### **VI. COMMUNITY SERVICE**

1. External board / committee membership or service (expertise related)
2. Other modes of service to church and community

#### **VII. SERVICE TO CONCORDIA**

#### **VIII. WORK IN PROGRESS**

Be sure to include information about the following:

1. Commissions and contracts for professional works such as essays, books, or artistic performances
2. Accepted invitations to make professional presentations or for artistic performances
3. Formal research or creative developmental work that will lead to presentations, publications, or artistic performances
4. Applications for grants to support research and/or creative work  
Note: Since the policy indicates that the results may be used "for a composite report to the Faculty," please asterisk (\*) any items in this section that you do not wish to make public.

#### **IX. SABBATICAL RETURNEES SHOULD, IN ADDITION, ANSWER THE FOLLOWING:**

1. Describe how your activities during the year met, exceeded, or departed from the objectives set out in your original proposal.
2. Describe the value of the sabbatical for your professional growth.
3. Describe the value of the sabbatical in terms of Concordia's development as an institution.

Revised: August 8, 2011

## Appendix "D"

### Notice of Retirement

SURNAME	FIRST NAME	MIDDLE NAME	PREFERRED NAME
RANK/POSITION TITLE			
DEPARTMENT			
THIS FORM SHALL BE USED TO PROVIDE YOUR OFFICIAL WRITTEN NOTICE OF RETIREMENT OR INTENTION TO DEFER RETIREMENT IN ACCORDANCE WITH SECTION 4.11 COMPLETE ALL SECTIONS THAT ARE APPLICABLE AT THIS TIME AND FORWARD TO YOUR DEPARTMENT			
A. 1. Not Intending to Retire on Normal Retirement Date (see A.2. Normal Retirement below)			
<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).			
A. 2. Normal Retirement			
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.			
A. 3. Early Retirement			
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 _____			
A. 4. Deferred Retirement			
Deferred retirement is defined as any date beyond the normal date of retirement.			
<input type="checkbox"/> I intend to retire on _____			
B. Phased Retirement (Section 4.11)			
<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.			
INDICATE ONE TYPE OF PHASED RETIREMENT PERIOD OF EMPLOYMENT			
<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			
OR			
<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)		OR	<input type="checkbox"/> PHASED <u>POST</u> -RETIREMENT (START DATE COINCIDES WITH RETIREMENT DATE INDICATED IN PART A)
_____		TO	_____
START DATE			END DATE
DECLARATION:			
<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.		OR	<input type="checkbox"/> I WILL <u>NOT</u> BE RETIRING ON MY NORMAL RETIREMENT DATE.
_____		SIGNATURE OF STAFF MEMBER	_____
		DATE	_____
SIGNATURE INDICATES ACKNOWLEDGMENT			
_____			
FORWARD TO THE DEAN OR VICE-PRESIDENT FOR SIGNATURE.			
NAME OF DEAN OR VICE-PRESIDENT	SIGNATURE OF DEAN OR VICE-PRESIDENT	DATE	
_____	_____	_____	
FORWARD TO THE OFFICE OF THE PRESIDENT OR PROVOST AND VICE-PRESIDENT (ACADEMIC) IN GUILD HALL FOR SIGNATURE.			
NAME OF PRESIDENT/ PROVOST	SIGNATURE OF PRESIDENT/PROVOST	DATE	
_____	_____	_____	
FORWARD TO HUMAN RESOURCES OFFICE			

Appendix "E"  
2012-2013 FACULTY GRID

Faculty	III	IV	V-Assistant	V-Associate	V-Professor
1	\$40,396	\$51,146	\$54,820		
2	\$41,908	\$52,433	\$56,107		
3	\$43,421	\$53,720	\$57,394		
4	\$44,933	\$55,007	\$58,680		
5	\$46,445	\$56,294	\$59,967		
6	\$47,957	\$57,581	\$61,254	\$66,254	
7	\$49,470	\$58,868	\$62,541	\$67,541	
8	\$50,982	\$60,154	\$63,828	\$68,828	
9	\$52,494	\$61,441	\$65,115	\$70,115	
10	\$54,006	\$62,728	\$66,401	\$71,401	\$76,401
11	\$55,519	\$64,015	\$67,688	\$72,688	\$77,688
12	\$57,031	\$65,302	\$68,975	\$73,975	\$78,975
13	\$58,543	\$66,589	\$70,262	\$75,262	\$80,262
14	\$60,056	\$67,875	\$71,549	\$76,549	\$81,549
15	\$61,568	\$69,162	\$72,836	\$77,836	\$82,836
16	\$63,080	\$70,449	\$74,123	\$79,123	\$84,123
17	\$64,592	\$71,736	\$75,409	\$80,409	\$85,409
18	\$66,105	\$73,023	\$76,696	\$81,696	\$86,696
19	\$67,617	\$74,310	\$77,983	\$82,983	\$87,983
20	\$69,129	\$75,597	\$79,270	\$84,270	\$89,270
21	\$70,642	\$76,883	\$80,557	\$85,557	\$90,557
22	\$72,154	\$78,170	\$81,844	\$86,844	\$91,844
23	\$73,666	\$79,457	\$83,130	\$88,130	\$93,130
24	\$75,178	\$80,744	\$84,417	\$89,417	\$94,417
25	\$76,691	\$82,031	\$85,704	\$90,704	\$95,704
26	\$78,203	\$83,318	\$86,991	\$91,991	\$96,991
27	\$79,715	\$84,604	\$88,278	\$93,278	\$98,278
28	\$81,227	\$85,891	\$89,565	\$94,565	\$99,565
29	\$82,740	\$87,178	\$90,852	\$95,852	\$100,852
30	\$84,252	\$88,465	\$92,138	\$97,138	\$102,138
31	\$85,764	\$89,752	\$93,425	\$98,425	\$103,425
32	\$87,277	\$91,039	\$94,712	\$99,712	\$104,712
33	\$88,789	\$92,326	\$95,999	\$100,999	\$105,999
34	\$90,301	\$93,612	\$97,286	\$102,286	\$107,286
35	\$91,813	\$94,899	\$98,573	\$103,573	\$108,573
36	\$93,326	\$96,186	\$99,859	\$104,859	\$109,859
37	\$94,838	\$97,473	\$101,146	\$106,146	\$111,146
38	\$96,350	\$98,760	\$102,433	\$107,433	\$112,433
39	\$97,863	\$100,047	\$103,720	\$108,720	\$113,720
40	\$99,375	\$101,333	\$105,007	\$110,007	\$115,007
41	\$100,887	\$102,620	\$106,294	\$111,294	\$116,294
42	\$102,399	\$103,907	\$107,581	\$112,581	\$117,581
43	\$103,912	\$105,194		\$113,867	\$118,867
44	\$105,424			\$115,154	\$120,154
45	\$106,936			\$116,441	\$121,441
46	\$108,448				

## 2012-2013 FACULTY GRID

47	\$109,961				
48	\$111,473				
49	\$112,985				
50	\$114,498				

Education			
III	Masters		
IV	Masters	Associate professor	5,000
V	Ph. D	Professor	10,000

## INTELLECTUAL PROPERTY POLICY

### 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.

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.

## **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

- 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 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.

**8.11** 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.

## 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.
- (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