

**This collective agreement made in duplicate**

**This Twenty-fifth day of April, 1994**

**In effect from 1 April, 1993 to 31 March, 1995**

**between**

**Brandon University  
A body corporate  
hereinafter referred to as**

**'THE EMPLOYER'**

**-and**

**THE BRANDON UNIVERSITY FACULTY ASSOCIATION  
hereinafter referred to as**

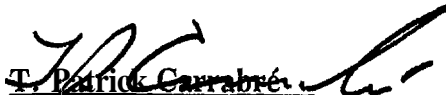
**'THE UNION'**

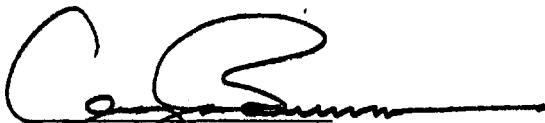
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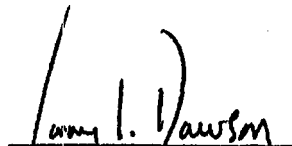
**BUFA NEGOTIATORS**


**BOARD NEGOTIATORS**

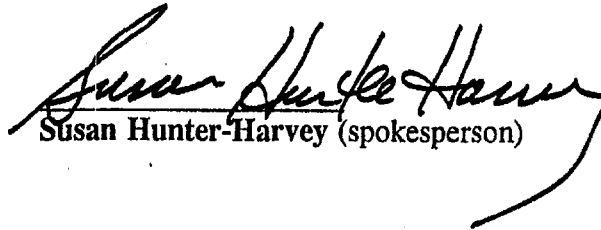
  
John Blaikie  
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T. Patrick Carrabré


  
Wayne Bowman  
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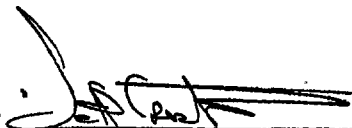
  
Larry P. Dawson  
Larry P. Dawson


  
Peter Rombough (spokesperson)  
Peter Rombough (spokesperson)

  
Susan Hunter-Harvey (spokesperson)  
Susan Hunter-Harvey (spokesperson)

In witness whereof we have hereunto set our hands for and on behalf of the Brandon University  
and the Brandon University Faculty Association.

  
J. Blaikie, President  
Brandon University  
Faculty Association

  
J. Cristall, Chair  
Board of Governors  
Brandon University

  
C. Dennis Anderson  
President  
Brandon University

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## MEMORANDA OF UNDERSTANDING

1. The parties agree that members hired on term contract prior to the signing of this agreement shall be treated as though Clause 7.5 b of the 1 April 1991- 1 March 1993 Collective Agreement were still in effect.
2. The Administration agrees to develop a set of mutually agreeable guidelines concerning the treatment of members applying for vacant academic and academic administrator positions at Brandon University. Specifically, search committees shall consider carefully all applications from members and interview those members that are qualified.
3. On signing, Brandon University will contribute \$45,500 towards the establishment of a scholarship fund for dependents of BUFA members. The University will provide additional funds up to a maximum of \$22,750, on a matching basis, over a period of up to five years. Matching funds will be deposited by the University into the scholarship fund within one month of BUFA making its contribution. The administration and distribution of the scholarship fund will be entrusted to BUFA.

## PREAMBLE

The Employer and the Union recognize that the major purposes of Brandon University are:

- to provide a facility for higher education;
- to provide students with an environment in which they may develop intellectually, emotionally, and socially;
- to promote the pursuit, advancement, **and** dissemination of truth **and** knowledge;
- to serve the community; and
- to encourage a climate of freedom, responsibility, and mutual respect in the pursuit of these goals.

The parties agree, in the **furtherance** of these **aims**, to promote harmonious relations and, should any misunderstandings or disputes arise, to attempt to settle them peacefully and co-operatively.

## DEFINITIONS

Every attempt has been made to use inclusive language in this agreement; however, a word used in the feminine gender shall also include the masculine gender and vice versa and a word used in the singular number shall also include the plural number when the context so requires.

For the purpose of this collective agreement, the following definitions have been agreed upon:

"Academic administrators" designate the Vice-president (Academic & Research), Deans, Director of Library Services **and** Director of BUNTEP.

"Academic members" designates individuals holding appointments as Lecturers, Assistant, Associate, or Full Professors.

"Academic year" means from 1 September to 31 August.

"BUFA" designates the Brandon University Faculty Association.

"CAUT" designates the Canadian Association of University Teachers,

"Dean" designates one of the following senior officers of Brandon University: the Dean of the Faculty of **Arts**, the Dean of the Faculty of Education, the Dean of the Faculty of Science, the Dean of the School of Music, the Dean of Student Services.

"Department" in this Collective Agreement refers to

- (a) the subject areas in the Faculties of **Arts**, Science, and Education in which there are at least three faculty members;
- (b) the undergraduate program areas in the School of Music;
- (c) graduate program areas in academic faculties with Masters programs; and
- (d) the units of Student Services, Extension, and Library Services.

"Director" designates one of the following senior officers of Brandon University: the Director of Library Services, the Director of BUNTEP, and where appropriate in relation to the Collective Agreement, the Director of Extension.

"Employer" designates the Board of Governors of Brandon University.

"Faculty" refers to the four academic faculties (**Arts**, Education, Music, and Science).

"Grievancer" designates the officer of the University who has allegedly violated one of the articles of this collective agreement and against whom a member or the Union has filed a grievance.

"Grievor" designates the one **who** files a grievance in accordance with article 6. It may be a member, **or** the Union acting on behalf of a member, or the Union acting on its own.

"Member" designates a member of the bargaining unit defined in MLB Certificate No. 3976.

"MOFA" designates the Manitoba Organization of Faculty Associations,

"Own-account work" refers to professional activity engaged in by the member for the purpose of receiving remuneration over and above that specifically provided for in the terms of this collective agreement.

"Parties" designates the Union and the Employer.

"President" designates the President of Brandon University.

"Spouse" includes common-law spouse, in the absence of a legal spouse. "Common-law spouse" is a person publicly represented by an employee as the spouse of the employee, where

- (a) either of the persons is prevented by law from marrying the other, for a period of not less than 3 years, or
- (b) neither of them is prevented by law from marrying the other, for a period of not less than 1 year, and
- (c) the employee has on file in the Personnel Office a declaration of same.

"Union" designates BUFA.

"Unit" refers to the Library, Student Services, and Extension.

"Vice-President" designates the Vice-president (Academic and Research), unless otherwise stated in this Collective Agreement.

## **ARTICLE 1: RECOGNITION**

The Employer, pursuant to the certification of the Manitoba Labour Board, recognizes the Union as the exclusive bargaining agent for all members described in Certificate No. MLB 3976 as being within the bargaining unit.

## **ARTICLE 2: MANAGEMENT RIGHTS**

### **2.1**

Subject to the provisions of this collective agreement, the Union acknowledges the right of the Employer to operate and to manage the University in accordance with its commitments, responsibilities, and obligations as set down in Brandon University Establishment Regulation U40-562/88R as amended, and the Universities Establishment Act.

### **2.2**

The Employer shall exercise this right with due regard for the rights of members and for just and equitable procedures consistent with this collective agreement.



## **ARTICLE 3: UNION RIGHTS AND SECURITY**

### **3.1**

The Employer shall deduct and remit dues and provide information to the Union as required by the provisions **of** the Labour Relations Act of the Province of Manitoba, the two relevant sections of which are reprinted below:

Compulsory check-off 68(1): Every collective agreement entered into, revised or renewed between a union and an employer after the thirty-first day of October, 1972, shall contain a provision requiring the employer (a) to deduct from the wages of each employee in the unit affected by the collective agreement, whether or not the employee is a member of the union, the amount of the regular membership dues payable by a member of the union, except that where the employee is not a member of the union the amount deducted shall not include any portion of such dues that **is** payable in respect of pension, superannuation, sickness, insurance or other benefits that are available only to persons who are or have been members of the union or in respect of special assessments payable **by** members **of** the union; (b) to remit the amounts deducted under clause (a) to the union monthly or as may be provided in the collective agreement; and (c) to inform the union, monthly or as may be provided in the collective agreement, of the names **of** the employees from whose wages deductions have been made under clause (a) and the amounts so deducted from each employee's wages.

Exemptions for religious groups 68(3): Notwithstanding subsections (1) and (2), where a union that is a bargaining agent **for** a unit **of** employees in respect of which there is a collective agreement **is** satisfied that an employee in **the** unit is a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from **being** members of or financially supporting any union or professional association, the union may, on such terms and conditions as it and the employee may agree upon, exempt the employee from **any** obligation **to** pay **the** regular membership dues payable by a member of the union **and, upon** the employee being so exempted, the union ceases to be obligated in any way to represent or act for or on behalf of **the** employee and, in that case, if the employer complies with terms and conditions, **if any**, agreed upon by the **union** and the employee **with** respect to the deduction and remittance of equivalent amounts from the **wages** of the employee, the employer is not in breach of any provision of the collective agreement that requires the deduction of regular dues from the wages of the employee **and** the remittance thereof to the union by reason only of his failing to deduct the regular dues from the wages of the employee and remit them to the union.

### **3.2**

The Employer shall forward to the Union, by the **15th** of each month, a list showing, since the issuance of the last such list, the names of all new members, the dates on which they were employed, the departments in which they are employed, the names of all members who have **left**

the employ of the university, with the dates of their severance, and the names of all members who have been granted leave.

### 3.3

The Employer agrees to provide the Union with the following services **and** facilities:

- a) serviced office space at agreed rates as specified on a standard lease form; the Union will bear the total cost of any telephone installation **and** maintenance;
- b) internal mail service for Union business, provided that such use is not excessive; if it is, charges may be negotiated; all external mailing will be charged normal postal rates;
- c) duplicating service, computer and audio-visual facilities at internal rates; the priority will be on the same **basis as** that afforded to other internal users;
- d) meeting rooms free of charge, provided that the normal business of the University is not interrupted;
- e) processing of the Union payroll at agreed rates **as** specified on a standard lease form;
- f) access **to** existing bulletin boards and **an** additional bulletin board outside the Union office;
- g) an account receivable for the Union, subject to the **same** service charges **as** other University accounts receivable.

### 3.4

The Union will have the right to have an observer present at open University meetings and, subject to the **usual** consent of the body, to make representation to such meetings.

### 3.5

The Union will have the right at any time to call upon the assistance of representatives of CAUT and MOFA. Such representatives shall have access to Brandon University premises to consult with members, Union officials, or the Employer, provided that such consultations shall not interfere with ordinary University business. Access in this article shall not include the right of CAUT or MOFA representatives to call meetings on Brandon University premises.

### 3.6

The Employer shall give the Union at least 3 months notice of any intention to propose changes in legislation affecting Brandon University, with a copy of the proposed changes.

### 3.7

In the event of **an** amalgamation, consolidation, or merger of the University or any of its constituent units or sub-units with **any** other institution, the provisions of the Manitoba Labour Relations Act shall apply, particularly section.36.

### 3.8

In the event of an expansion and/or extension of the University by the creation of colleges, schools, or other academic units or sub-units offering academic programmes, or **of** the offering of academic programmes off-campus, the employees therein who are eligible for membership in the bargaining unit shall immediately become members of the bargaining unit **and** the provisions **of** this collective agreement shall apply to them.

### 3.9

Members travelling on authorized University business shall be reimbursed for reasonable and actual costs of travel and subsistence according to University policy.

### 3.10

Members are entitled **to** make use of the stenographic, duplicating, and computer services of the University for purposes **of** carrying out their University duties as specified in article 9. Work related to normal departmental activities shall take precedence.

## ARTICLE 4: NO DISCRIMINATION

### 4.1

There shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Member or applicant for a position under certificate MLB 3976 in regard to terms or conditions of employment by reason of age (except where required by group benefit plans approved by **the** parties, and except for retirement as provided in this collective agreement), race, creed, colour, national origin, citizenship (except as required by federal law pertaining to immigration), political or religious affiliation or belief, gender (except as provided for in Article 30 of this collective agreement, or as required under group benefit plans approved by the parties), sexual orientation, marital status, personal life-style, physical handicap, or membership in BUFA, CAUT, or **any** other trade union or association.

### 4.2

No Member and no officer of the Employer shall take part in formal discussions or vote **with** regard **to** the determination of the terms **and** conditions of employment which apply particularly to individuals of his/her immediate family.

## ARTICLE 5: ACADEMIC FREEDOM

### 5.1

Academic freedom is essential to the pursuit and dissemination of truth and knowledge as well as to the fulfilment of the University's objectives.

### 5.2

Academic Freedom includes the freedom

- to examine, to question, to teach, and to learn;
- to disseminate opinions on questions relating to the member's teaching, professional, and research activities both inside and outside the classroom;
- to pursue without interference or reprisal a member's own research, creative or professional activities, and to publish the results thereof.

### 5.3

Academic freedom respects the rights of members by protecting them from institutional censorship or reprisal when they act as members of the society or members of the University.

### 5.4

Academic freedom does not require neutrality on the part of the member. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. Members shall attempt to make clear that, except when specifically authorized to do so, they are acting in their own name and not in the name of the University.

### 5.5

The parties agree that they will not infringe or abridge the academic freedom of any member.

## ARTICLE 6: GRIEVANCE AND ARBITRATION

This article does not apply to disputes concerning promotion or tenure, which are covered by the appeals procedures of articles 12 and 13.

## **6.1 DEFINITION**

A grievance is any dispute or complaint concerning the meaning, the application, or the alleged violation of one or more articles of this collective agreement.

## **6.2 INFORMAL RESOLUTION**

When a member believes that he/she has been aggrieved, he/she shall make every effort to resolve the **problem** informally, including, if appropriate, making use of the good offices of any member of the Union executive and/or of the University administration.

## **6.3 FORMAL GRIEVANCE. STEP ONE**

The member shall apply to the Union for consideration of his/her case. The Union shall decide whether or not **to** present a formal grievance. An individual member may present a formal grievance relating to himself/herself should the Union decide not to do so.

## **6.4**

The Union has the right to be present at any stage of the procedures. The grievor has the right to have advisors present at any stage of the procedures.

## **6.5**

**Formal** grievances shall be in writing **and** shall:

- a) specify which article of the collective agreement has allegedly been violated, misinterpreted, **or** misapplied;
- b) specify the nature **of** the grievance and the redress sought;
- c) **be** presented within 40 working days of the date **of** the alleged breach, or within 40 working days of the date on which the grievor first knew or ought reasonably to have known about the alleged breach;
- d) be addressed to the grievancer;
- e) be copied to Personnel Services and to the Union.

## **6.6**

Within 5 working days of the receipt **of** the formal grievance, the grievancer and the grievor shall meet in an attempt to settle the grievance.

## **6.7 STEP TWO**

If no settlement is reached within 5 working days, the grievor may take the grievance **to** the President by written notice.

**6.8**

Within 5 working days ~~of~~ such notice, the President or his/her designate and the grievor shall meet.

**6.9**

Within 10 working days of the meeting, the President or his/her designate shall reply in writing to the grievor with a copy to the Union.

**6.10**

A grievance is settled by a written statement to that effect signed by the grievor and the Employer with appropriate action being initiated ~~as~~ specified in the written statement.

**6.11**

All time limits in this article are directory and not mandatory with the exception of those specified in clauses 5(c) above ~~and~~ 12 below. Time limits may be extended only by written ~~mutual~~ consent of the parties.

**6.12 ARBITRATION**

If there is no settlement of the grievance after 40 working days from the start of the formal grievance procedures, then the grievor may file Notice of Arbitration with the President. Notice of Arbitration must be filed within 45 working days of the presentation of the formal grievance.

**6.13 ARBITRATION BY THREE-MEMBER R O A D**

Three-member Boards of Arbitration shall be used to settle grievances which specify articles pertaining in whole or in part to academic freedom, discrimination, and/or dismissal. The grievor shall, in the Notice of Arbitration, inform the Employer of the name and address ~~of~~ the grievor's appointee to the Board of Arbitration.

**6.14**

Within 10 working days of the Notice, the Employer shall inform the grievor of the name and address of the Employer's appointee. If the Employer fails to do so, the grievor shall ask the Chief Justice of Manitoba to make the appointment.

**6.15**

The 2 appointees shall jointly appoint a third person who shall act as chairperson. If the appointees fail to agree upon a chairperson, or if the chairperson agreed upon is not available

within 2 months, then either party shall ask the Chief Justice of Manitoba to appoint a chairperson.

#### **6.16 ARBITRATION BY SINGLE ARBITRATORS**

Single arbitrators shall settle grievances other than those specified in clause 13. **The** President or his/her designate **and** the grievor shall meet within 5 working days of receipt of the Notice of Arbitration to appoint an arbitrator. If they are unable to agree or if the arbitrator agreed **upon** is not available within 2 months, then either **party** shall ask the Chief Justice of Manitoba to make the appointment.

#### **6.17**

Notwithstanding the provisions of clause 16 above, the Employer and the grievor may agree to submit any particular grievance to a 3-member Board of Arbitration.

#### **6.18**

No person may be appointed **an** arbitrator who has been involved in **an** attempt to negotiate or settle the grievance in question and/or who **is** precluded from participation by the provisions of the Manitoba Labour Relations Act,

#### **6.19**

**The arbitrator shall hear evidence from both parties and** render a written decision which shall be final and binding on both parties. The arbitrator shall not amend, modify, or act inconsistently with the collective agreement.

#### **6.20 COSTS**

Each party shall bear the costs of bringing its case to arbitration.

#### **6.21**

Each party shall bear the costs of its appointee and shall share equally the costs of the chairperson of **a** Board of Arbitration.

#### **6.22**

The costs of a single arbitrator shall be borne equally by the parties.

#### **6.23**

In cases where an individual member pursues a grievance to arbitration without Union support, he/she **is** responsible for his/her portion of the costs.

## **ARTICLE 7: APPOINTMENTS**

### **7.1**

A Selection Committee, composed of members chosen according to procedures approved by the appropriate Faculty or Unit and chaired by the Dean/Director shall evaluate applications for all non-sessional appointments. The committee will ensure that the search is conducted in a manner consistent with the letter and spirit of Article 30 of this Collective agreement. The committee will make a recommendation to the Dean or Director, who may only offer an appointment to an individual so approved. If the Dean or Director **does** not accept the committee's recommendation, he or she will provide the committee with reasons and the process will be repeated, **An** offer of appointment **shall** be made by the Dean or Director to the recommended candidate, subject to the final approval of the President.

Each candidate interviewed shall, at the time of the interview, be provided a copy of this Collective Agreement and the opportunity to meet with a member of the BUFA executive.

The Dean/Director shall provide BUFA a copy of the curriculum vitae of the approved candidate once the contract has been signed.

### **7.2**

The Dean will advise the Department, in writing, when a position is to be filled and shall indicate the type and duration of appointment that the University is committed to make. This advice on the type and duration of appointment will take into account the recommendation of the department. The composition and working procedures of the Selection Committee shall be determined by the Faculty concerned. The Committee shall review all applications and shall recommend the initial **rank of** the appointee, basing its recommendation on the qualifications by rank **of** article 8.

### **7.3**

Notice of openings shall be sent to the Union and posted in prominent places throughout the University. Openings for full-time and part-time positions shall be advertised, if practicable, in the CAUT Bulletin, University Affairs, and other relevant publications.

### **7.4**

All appointments of Members shall be specified as being one of:

- a) A full-time appointment wherein the member carries a normal workload **as** defined in article 9.
- b) A part-time appointment wherein the member has less than a normal workload as defined in article 9 and the member's duties are not such as to classify the appointment as a sessional appointment. No one with a standard teaching workload of more than 12 credit hours **in** one academic year shall have a part-time appointment.



- c) **An** external sessional appointment wherein a non-member **is** hired to teach 1 or more specific courses only and is not required to engage in the other non-teaching activities which form part of the workload of full-time and part-time members. For example, appointments to teach specific courses under the auspices of the Office of Extension will normally be sessional appointments. No external sessional appointee may teach more than 12 credit hours in one academic year.
- d) **An** internal sessional appointment offered to a full-time or part-time member for **an** additional workload. No member shall teach more than 6 credit hours in addition to their standard load in one academic year.
- e) **A** visiting appointment may be offered to faculty appointees who are retired, self-employed, or who have full-time positions with another employer to which they can return.

## 7.5

All full-time and part-time appointments of members shall be specified as being one of the following:

- (a) **A Term Appointment.** A term appointment is a temporary appointment which stipulates a terminal date in the letter of appointment and implies no obligation or expectation for extension or renewal. Specified positions for term appointments shall be for a maximum duration of three years except as specified in this article. Positions shall be filled on a term appointment basis for no longer than three years except **as** specified in this article. Members who have held specific term appointments for the maximum period of three years **are** eligible, however, to apply for other term appointments or for re-appointment provided the maximum duration for which the particular position can be filled on a term basis is not exceeded.

Term Appointments shall be offered only to meet the following special needs:

- to fill a position to replace a member on leave or on temporary secondment/re-assignment to other units within the University. Such positions can be filled on a term basis for no more than six years. Explicit terms and conditions pertaining to full-time appointments made to replace members on sabbatical leave (article **20.25**) or on special leave that has been declared to be for the same purpose as sabbatical leave (article **20.22**) are covered by Article 7.11.
- to fill a position in **an** experimental program or to fill a position for which there is external targeted funding. Such positions can be filled on a term basis for no more than three years.
- to fill a position in response to **an** emergency arising from unexpected death or resignation, the illness of a member, a dramatic enrollment increase, or some similar circumstance. Whether a specific circumstance falls within this category is subject to agreement by the parties. Such positions can be filled on a term basis for no more than three years, except in the case of illness of a member. In the case of illness of a member, a position may be re-filled on a term basis to a maximum

of six years if it appears likely that the member will be able to resume his/her former duties.

- to fill a position left vacant by a member appointed as an academic administrator, Such positions can be filled on a term basis for the duration of the administrative appointment. Normally, the term of a member appointed to replace **an** academic administrator will be for three years;
- to fill a position to replace a member granted a temporary reduced appointment in departments with more **than** 3 members. Such positions can be filled on a term basis for no more than three years;
- to fill **a** position where search procedures fail to identify **an** applicant qualified for a probationary or continuing appointment. Appointments of this type shall not exceed 12 months.
- to fill other positions **as** agreed to by the parties. The length of such appointments and the maximum period for which such positions can be filled on **a** term basis are subject to mutual agreement by the parties.

A member who, contrary to the terms of this agreement, serves more than three years in a specific term appointment, shall be considered to hold a probationary appointment. At the member's request, service during the term appointment shall be counted **as** though the member had held a probationary appointment from the date of his or her initial appointment.

- (b) A Probationary Appointment. A Probationary Appointment stipulates a terminal date in the letter of appointment but is **tenurable** under the provisions listed under 7.13, "Probation" in this article, and the conditions of Article 13 [Tenure].
- (c) A Tenured Appointment, which may be offered to members on Probationary Appointments in accordance with the provisions of Article 13 and which, if offered **as a** first appointment, will normally only be offered to individuals appointed at a rank of Associate Professor, Professor, Professional Associate III, or Professional Associate IV. A Selection Committee, in recommending a Tenured Appointment as a first appointment, shall base its recommendation on the criteria for tenure outlined in Article 13.
- (d) A Continuing Appointment, which may be offered only to Instructional and Administrative Associates. During the first two years of a Continuing Appointment **as an** Instructional Associate, the member is on probation. By the 24th month, the department shall review the member using just and equitable procedures **and** shall recommend to the Dean/Director whether the appointment should continue. If a decision to terminate the appointment is made after the 21st month, there shall be 3 months notice or pay in lieu of notice.

During the first 2 years of a Continuing Appointment as an Administrative Associate, the member is on probation. By the 24th month, the department shall review the member **using** just and equitable procedures and shall recommend to the Dean whether the

appointment shall continue. If a decision to terminate the appointment is made after the 21st month, there shall be 3 months notice or pay in lieu of notice. (cf.7.16.1)

- (e) Successive term appointments shall be considered as continuous appointments for the purpose of determining rank and step in rank.

## 7.6 AMENDED APPOINTMENTS

Tenured members on a regular full-time appointment may apply for the following types of amended appointment: Reduced Regular Appointment, Reduced Teaching Appointment, Full-time Teaching Appointment, Full-time Research Appointment.

- (a) Tenured members shall be eligible to apply for an amended appointment **if** they have completed at least 6 years of full-time service (including approved leaves) with the University immediately preceding the commencement of the proposed amended appointment.
- (b) Reduced Regular Appointment—The duties **of** such members involve the same elements **as** those of members on regular appointment but are carried out on a less than full-time basis. For example, academic members would **be** expected to be involved in Teaching, Scholarship/Research and Service to the University and to the Community but for only part of the year.
- (c) Reduced Teaching Appointment—The duties of such members shall involve **only teaching and Service** to the University and to the Community and are carried out on a less than full-time basis. The standard teaching workload of such members shall be pro-rated based on **a** full-time teaching workload of 24 credit hours per academic year. For **example**, a reduced teaching appointment for 9 months would involve teaching 18 credit hours.
- (d) Full-time Teaching Appointment--The duties of such members shall involve only Teaching and Service to the University and Community. The standard teaching workload of such members shall be 24 credit hours.
- (e) Full-time Research Appointment---The standard teaching load **of** such members shall fall within the range of 9 to 15 credit hours with a proportionately greater emphasis on **research/scholarly** activities, Such members are also responsible for Service to the University and to the Community.
- (f) The maximum reduction from full-time service to any reduced amended appointment shall be **fifty** percent (50%).
- (g) Members who are eligible for amended appointments must make application at least 6 months prior to the requested commencement date of the amended appointment.

- (h) An application for an amended appointment shall be submitted through the Department to the Dean. The application shall be accompanied by a recommendation from the applicant's department. The accompanying recommendation shall specify the manner in which the appointment is to be amended and the duties to be performed by the member while on the amended appointment. It shall also take into account academic and financial requirements of the department/faculty, school and the assessment of the overall needs of the University.
- (i) After consulting with the faculty member, the Dean/Director shall forward his/her recommendation regarding the amended appointment to the President. Normally the final decision regarding the granting of an amended appointment will be made at least 4 months prior to the commencement of the amended appointment.
- (j) Members whose application for an amended appointment is approved shall have a "Base Salary Rate" computed as if the member were continuing on full-time status. All relevant salary adjustments shall be applied to the Base Salary Rate. The "Actual Salary" to be paid to the member shall be pro-rated from the Base Salary Rate in direct relation to the approved change in duties for the amended appointment. The "Actual Salary" for Full-Time Amended Appointments would be 100% of the Base Salary Rate.
- (k) Members whose application for an amended appointment is approved may continue to participate in the University benefit plans. Except as provided below, both the member's contributions and the University's contributions shall be based on the Base Salary Rate.
- (l) The contributions and coverage under the Long-Term Disability Plan shall be based on the member's Actual Salary.
- (m) For the purposes of computing credit service for the formula pension, a member on an amended appointment who is continuing contributions to the University Pension Plan based on the Base Salary shall receive credit as if employed on a full-time basis.
- (n) Members maintaining contributions to the Long-Term Disability Plan shall be covered under the University's Long-Term Disability salary continuation plan. Disability payments under the plan shall be on the basis on Actual Salary.
- (o) Members whose application for a reduced amended appointment is approved shall have the vacation entitlement pro-rated on the basis of the percentage for the Actual Salary Rate.
- (p) Members whose application for an amended appointment is approved shall continue their original appointment status and shall be eligible for promotion, leaves and other provisions of this Collective Agreement. Members on full-time teaching appointments are not eligible for promotion on the basis of these duties until 24 months have elapsed since their amended appointment took effect; any application for promotion prior to that time shall be assessed on the basis of their previous appointment.

- (q) Eligibility for promotion, leaves **and** other provisions of this Collective Agreement shall be determined on the basis of calendar years of service as **if** the member were **working full-time**. Payments to a member on sabbatical leave shall be calculated on the basis of the number of full-time years plus the number of part-time years and paid at the regular percentage **of** full-time salary, (Example: a member who had in the previous 6 years, worked 4 years at full-time and 2 years at 50% -  $(4 \times 80) + (2 \times 40) / 6 \times 100\% = 67\%$  full salary).
- (r) Members whose application for an amended appointment is approved shall receive a letter of Amended Appointment from the President which shall state:
- i) the member's current Base Salary Rate;
  - ii) the percent change for Actual Salary calculations;
  - iii) the member's current Actual Salary on the effective date of the amended appointment;
  - iv) the effective date of the amended appointment;
  - v) the revised duties of the member; and
  - vi) any other related conditions.
- (s) No amended appointment shall take effect until and unless the appointee indicates **in** writing to the Dean acceptance of the amended appointment and all **of** its terms and conditions as specified in the letter of Amended Appointment.
- (t) Members whose amended appointment is approved may return to their previous **appointment** within **the** first 24 months following the effective starting date of the member's **first** amended appointment, provided that the member gives 6 months notice in writing to the Department and to the Dean of his/her intention to do so. Following this 24 month period, a member on **an** amended appointment **shall** not return to his/her previous appointment or change the percentage reduction in duties unless so recommended by **the** Department and the Dean and approved by the Dean, and the member is given **six** months notice in writing.
- (u) Members whose amended appointment is approved for externally funded research **purposes**, may return to full-time duties provided that the member gives notice of either 12 months or **a** time equivalent to the duration of the replacement appointment, whichever is less, of his/her intention to do so to the Department and to the Dean.

## 7.7

If a member whose Tenured Appointment was discontinued as a result of retrenchment or redundancy is subsequently given an appointment in a similar discipline within the University, his/her appointment shall be a Tenured Appointment.

## **7.8**

If a member, having voluntarily terminated his/her Tenured Appointment, subsequently receives a tenurable appointment with the University in a similar discipline, the new appointment shall be tenured, provided that he/she has been working in his/her profession in the interim,

## **7.9**

All members shall be appointed to one of the following ranks: Lecturer, Assistant Professor, Associate Professor, Professor, Professional Associate I, II, III, or IV, Instructional Associate I, II, or III, Administrative Associate I or II.

## **7.10**

When members holding a tenured or probationary appointment in 3-member departments vacate their positions permanently they shall be replaced and their replacement shall be offered a tenured or probationary appointment, except as provided for by 7.5a (i.e. search procedures fail to identify a qualified applicant).

## **7.11**

All full-time appointments made to replace members on sabbatical leave or special leave declared to be for the same purpose as sabbatical leave shall be for the duration of the leave. Workload expectations for the replacement position shall be decided in advance of advertising the position and shall be included in the position description. Expectations with respect to teaching workload shall be decided according to the procedures outlined in article 9.3. An additional factor that may be taken into account in deciding teaching workload is the type of appointment held by the member on leave. The standard teaching workload of a sabbatical/special leave replacement normally shall be 18 credit hours, in no event shall a leave replacement teach more than 24 credit hours in one academic year or 12 credit hours in any given academic term.

## **7.12**

- (a) No one with a Doctorate in the speciality shall be appointed to a rank lower than Assistant Professor or Professional Associate II. The application of this clause does not extend to appointments made to instructional or administrative associate positions.
- (b) No position which requires a Master's degree or equivalent shall be designated an instructional associate position.
- (c) Any one with a Master's degree appropriate to the teaching area who is hired for an instructional associate position shall normally be appointed to the IA III level.

## **7.13 PROBATION**

Initial probationary appointments shall be for a period of three to five years. A probationary appointment that follows a term appointment (as per 7.5[a] above), shall be for a maximum duration of three years. The probationary period may be extended for one additional year following application for tenure under the provisions of article 13.8. In exceptional circumstances (e.g. arising from maternity, illness, special leave, etc.), the probationary period may be extended prior to application for tenure by mutual agreement of the member and the Dean.

Members holding probationary appointments may apply for tenure during any year of their probationary appointment, but no later than the final year of the probationary period. Members who apply for tenure before the final year of their probationary period and are not successful and are not granted an extension under 13.8 may not reapply. Their employment will terminate at the end of the academic year following that in which the application was considered. The employment of members **who** apply in the final year of probation and are not successful and are not granted an extension under 13.8 will terminate at the end of that academic year.

### **7.14**

A member with a probationary appointment appointed at Lecturer or Professional Associate I rank will serve up to 5 years probation. If after 5 years probation he/she has not been promoted, his/her employment terminates.

### **7.15**

A member with a probationary contract, promoted from a non-tenurable to a tenurable rank shall be considered for tenure in the second years service in the tenurable rank. **The** total probationary period in both ranks may be extended by the provisions of article 13 to a maximum of 7 years. That is, a member promoted **after** 5 year's service in a non-tenurable rank and considered for tenure in the seventh year of service may not be granted a 1 year extension of the probationary period.

### **7.16**

#### **7.16.1**

A member appointed to a Continuing Appointment as an Instructional Associate shall **serve** 24 months probation. This probationary period shall include service under term contracts, if applicable.

#### **7.16.2**

A member with a probationary contract appointed to a Continuing Appointment **as an** Administrative Associate shall serve 24 months probation.

## **7.17**

Appointments of all members shall be made in compliance ~~with~~ the items in Appendix A. Copies of signed contracts will be forwarded to the Union.

## **7.18 EMPLOYMENT OF MEMBERS FOR SESSIONAL APPOINTMENTS**

### **7.18.1**

Sessional appointments may be made by the Dean upon the recommendation of the Department. Sessional contracts offered under the auspices of the Office of Extension shall be made by the appropriate Dean and countersigned by the Director of Extension.

### **7.18.2**

If there are no internal qualified candidates, the Employer may offer a sessional appointment to a non-member following generally the provisions of Article 7.1 and 7.2. The composition and working procedures of the Selection Committee for a sessional appointment shall be determined by the Faculty concerned.

## **7.19 JOINT APPOINTMENTS**

A Joint Appointment is one in which a member is responsible to more than 1 Department. Contracts for members with Joint Appointments shall specify the Departments concerned. All evaluations, recommendations and decisions concerning a member's career shall take into account the Joint Appointment.

## **7.20**

If the Doctorate in the speciality is received (confirmed by a letter from the Dean of Graduate Studies) while the member holds the rank of Lecturer (PAI), then the rank will be changed by issuance of a new appointment contract at the beginning of the following month to Assistant Professor (PAII).

## **7.21**

Members on term contracts reappointed in accordance with Article 7.5 cannot have their ranks changed as part of the terms of their reappointments. To obtain promotion, they must go through promotion procedures.



## ARTICLE 8: QUALIFICATIONS BY RANK

### 8.1

The qualifications specified in this article are modelled on the "traditional" career development pattern of an academic member. It is recognized that the career development of some members does not fit that model: some academics choose to pursue their scholarly activities without the Doctorate; in some fields the Doctorate is not the terminal degree; in some, scholarship/research is not measured by publications; and in some, experience, maturity, and/or service here or elsewhere rather than formal study are the best or only ways of developing professionally. The question of equivalency is addressed in clause 3.

### 8.2

The definition of the various elements of qualifications by rank are as follows:

- a) "Professional preparation" refers to degrees and training from recognized institutions and/or professional experience. In fields such as applied music, fine arts and drama, relevant professional preparation may include performance in orchestras, concerts, art exhibits, dramatic productions, and one's general standing in the relevant professional community.
- b) "Teaching" involves competence and effectiveness in classroom and laboratory teaching, tutorials, private instruction, student supervision, etc.
- c) "Scholarship/Research" refers to the quality and originality of both published and unpublished work. Factors that may be considered include the publication of books, monographs, and contributions to edited books; papers in refereed journals; papers in non-refereed journals; papers delivered at professional meetings; participation in panels; unpublished research including current work in progress; editorial and refereeing duties; published textbooks and curriculum materials; creative works and performances; and scholarship as shown by the candidate's depth and breadth of knowledge and general contributions to the research life of the University, Some criteria would be more applicable than others to drama, fine arts, and music; thus, the following criteria for assessment are listed solely as a guide. For these disciplines evidence of creativity and innovation may be assessed by: specific accomplishments, commissioned works, shows, exhibitions, performances, publications of creative work; and may include the context of the creative accomplishment (e.g. where a work is performed or exhibited). The following scale serves as a guideline to promotion and appointment and tenure committees on the nature of Scholarship/Research expected at the various ranks:

Lecturer: None is required.

Assistant Professor: The Doctorate is sufficient, although not required, evidence of Scholarship/Research for appointment to this rank. Promotion from Lecturer requires clear evidence of Scholarship/Research activities beyond the requirements of the Master's degree. The members will also have demonstrated a record of progress in the development of research activities.

Associate Professor: There must be clear evidence of Scholarship/Research activities beyond the requirements for the Doctorate. The member will also have demonstrated a record of progress in the development of research activities.

Professor: Contributions to Scholarship/Research beyond those required for promotion or appointment to Associate Professor are essential. In assessing the contributions to scholarship and research, 12.14 shall be taken into account.

- d) "Service to the University and to the Community" includes participation in University, faculty and departmental committees; chairing a department; union activities; counselling students; service in professional organizations; general administrative duties; community service where the individual has made an essential non-remunerative contribution by virtue of special academic competence.

### 8.3

Since the professional preparation and Scholarship/Research of the "traditional" academic are established by external evaluation, Brandon University may wish to establish a non-traditional academic member's equivalencies thereto by means of external evaluation. Such external evaluations are not to be requested for individual items of work published in refereed journals or books; neither are they meant to transfer the responsibility of making judgments from the Dean or Committee to an external body. Appropriate questions for external evaluations concern, for example, the general significance of a member's work in the special field; the significance of unpublished work or work in progress; and/or the standing of certain journals, institutes or publishers. In such cases, the Dean *and* a committee shall request a list of possible referees from the member. If additional referees are required, their names shall be submitted to the member for his/her approval. Assessments shall not be solicited without the consent of the member, but such consent shall not be unreasonably withheld.

In situations involving promotions to Professor or Professional Associate **IV**, the opinion of outside referees shall be sought. The candidate will submit 3 names of persons whose references he/she would wish to place before the Promotions Committee. He/she should provide a brief statement about each person named. The Committee will consider the candidate's list and obtain references from not less than 2 persons on that list. In addition, it will obtain references from one other qualified person whose name will be provided to the Committee by the appropriate Dean in consultation with the department. Such external evaluations are not to be requested for individual items of work published in refereed journals or books; neither are they meant to transfer the responsibility of making judgments from the Dean or Committee to an external body. Appropriate questions for external evaluations concern, for example, the general significance of a

member's work in the special field; the significance of unpublished work or work in progress; and/or the standing of certain journals, institutes or publishers.

## **8.4 QUALIFICATIONS OF ACADEMIC MEMBERS**

### **8.4.1 Lecturer**

- a) Professional Preparation: The Master's degree or equivalent, normally in the area of specialization, **is** required.
- b) Teaching Attainment: Little or no teaching experience is required but there must be some evidence of teaching potential.
- c) Scholarship/Research: Refer to Clause 8.2 c).
- d) Service to the University and to the Community: None is required.

### **8.4.2 Assistant Professor**

- a) Professional Preparation: The Master's degree or equivalent and 5 post-Master's or equivalent years of relevant service or the Doctorate, normally in the area of specialization, is required.
- b) Teaching Attainment: Evidence of success **as** a teacher is desirable **for** initial appointment to this rank. **A** record of success as a teacher is required for promotion to this rank [but see 7.12 (a)], **All** teaching experience, whether gained in the university or other environments, will be considered.
- c) Scholarship/Research: Refer to Clause 8.2 c).
- d) **Service to the University and to the Community: Some evidence** of service is required for promotion to this rank and for the granting of tenure at this rank. For new appointments, some evidence **of** service to institutions where the member was employed and/or studied **is** desirable.

### **8.4.3 Associate Professor**

- a) Professional Preparation: The Doctorate or equivalent, normally in the area of **specialization, is** required.
- b) Teaching Attainment: Evidence of success **as** a teacher in a university or equivalent environment **is** required. For an initial appointment and in exceptional cases where a person has **had no previous experience**, this condition may be **waived**.
- c) Scholarship/Research: Refer to Clause 8.2 c).
- d) Service to the University and to the Community: There must be evidence of a successful record of service to the University and to the Community.

### **8.4.4 Professor**

- a) Professional Preparation: The Doctorate or equivalent, normally in the area of specialization, is required.

- b) Teaching Attainment: Evidence of success as a teacher in a university or equivalent environment is required. For an initial appointment and in exceptional circumstances, this condition may be waived.
- c) Scholarship/Research: Refer to Clause 8.2 c).
- d) Service to the University and to the Community: There must be evidence of a successful record of service to the University and to the Community which, for example, may include contributions to professional or learned societies through service on the executive or other senior committees, service on government or other commissions in a professional capacity or consulting work which involves more than the routine application of the existing body of knowledge.

## **8.5 QUALIFICATIONS OF PROFESSIONAL ASSOCIATES**

### **8.5.1**

Professional Associates are employed to facilitate the academic process by engaging in such functions as counselling, library, continuing education services, and Special Project off-campus deliveries. Assessment of their qualifications by rank shall take into consideration that:

- a) "Professional preparation" refers to degrees, diplomas, certificates, and training from professionally recognized institutions or preparation recognized in the professional discipline concerned,
- b) "Professional experience" refers to the member's competence and effectiveness in carrying out the activities of his/her professional specialty during the time period specified. The requirement for academic experience may be waived.
- c) "Professional attainment" refers to the quality and quantity of the member's experience and achievement in his/her profession and in university life. Factors that may be considered include general administrative duties, the depth and breadth of knowledge of his/her profession, contributions to the profession, and scholarship as defined above.
- d) "Service to the University and to the Community" refers to participation in University, faculty, and departmental committees; service in professional organizations; community service where the member has made an essential non-remunerative contribution by virtue of special professional competence.
- e) A member's professional experience and attainment will be evaluated in terms of specific job descriptions within the current rank.

### **8.5.2 Professional Associate I**

- a) Professional Preparation: A Master's degree or equivalent in the professional specialty is required.
- b) Professional Experience: Little or none is expected.
- c) Professional Attainment: None is expected but there must be some evidence of potential.
- d) Service to the University and to the Community: None is required.

### **8.5.3 Professional Associate II**

- a) Professional Preparation: A Master's degree or equivalent in the professional specialty is required.
- b) Professional Experience: A record of at least 5 years of successful service in the professional specialty is required. Normally at least 2 of the years should have been in an academic environment.
- c) Professional Attainment: Evidence of general understanding and command of the discipline is required.
- d) Service to the University and to the Community: Some evidence of service is required.

### **8.5.4 Professional Associate III**

- a) Professional Preparation: A Master's degree or equivalent in the professional specialty is required. Additional professionally recognized study is expected.
- b) Professional Experience: A record of at least 10 years of successful service in the specialty is required. At least 7 of the 10 years must be in an academic environment,
- c) Professional Attainment: A demonstrated ability to use professional expertise effectively, a capacity to develop and extend professional expertise, an interest and competence in keeping up with advances in the profession, and promise of continuing professional development are required, At least some evidence of research or development of programs in the appropriate discipline is required.
- d) Service to the University and to the Community: There must be evidence of a successful record of service to the University and to the Community.

### **8.5.5 Professional Associate IV**

- a) Professional Preparation: The Doctorate or equivalent is required.
- b) Professional Experience: At least 15 years of service in the specialty are required, At least 12 of the 15 years must be in an academic environment.
- c) Professional Attainment: A record of excellent performance with demonstrated leadership and evidence of substantial achievement (including scholarship and research in the discipline) is required. The significance of the record must have been subjected to external peer review.
- d) Service to the University and to the Community: There must be evidence of a successful record of service to the University and to the Community.

## **8.6 QUALIFICATIONS OF INSTRUCTIONAL ASSOCIATES**

### **8.6.1**

Instructional Associates are employed to facilitate the academic process by engaging in such functions as supervision/set-up of laboratories, preparation of laboratory materials, manuals, lab tests and assignments, tutoring on an individual and group basis, maintaining and ordering of supplies and equipment, and assisting other faculty members in some aspect of their academic or

professional activities. Instructional Associates may participate in University/Community service, faculty/professional organizations. The assignment of work loads for Instructional Associates shall be consistent with clause 9.3.

Assessment of their qualifications shall take into consideration that:

- a) "Professional preparation" refers to degrees, diplomas, certificates and training from recognized institutions, or preparation recognized in the discipline concerned.
- b) "Duties" refers to the member's obligations to the operation of his/her department, evaluated in terms of a job description included in Appendix C. Any evaluation shall take into consideration the member's competence and effectiveness in carrying out the activities of his/her duties.
- c) "Experience" refers to relevant years of service.

#### **8.6.2 Instructional Associate I**

- a) Professional Preparation: A Bachelor's degree, or a 2-year certificate from a recognized institution, or extensive experience directly related to the duties listed in the relevant job description is required.
- b) Duties: The duties are specific, detailed, and normally carried out under close supervision.
- c) Experience: None is required.

#### **8.6.3 Instructional Associate II**

- a) Professional preparation: A Bachelor's degree, or a 2-year certificate ~~from~~ a recognized institution is required.
- b) Duties: The duties involve greater responsibility and less supervision than that of an Instructional Associate I
- c) Experience: A record of at least 2 years of successful service in the specialty is required.

#### **8.6.4 Instructional Associate III**

- a) Professional preparation: A Bachelor's degree in the discipline is a minimum requirement.
- b) Duties: The duties require greater technical skills, greater autonomy and less supervision than an Instructional Associate II.
- c) Experience: A record of **at** least 5 years of successful service is required, 3 of which must be in an academic environment, for those members with an undergraduate degree.

### **8.7 QUALIFICATIONS OF ADMINISTRATIVE ASSOCIATES**

- a) Professional preparation: Training or experience is required which directly relates to the duties listed in job descriptions of administrative associate positions.
- b) Professional activity: Administrative associates have administrative duties directly related to a project or to the delivery of **an** academic programme. The duties of each position are listed in a job description. Those of Administrative Associate I positions are specific,

detailed, and are normally carried out under close supervision. Those of Administrative Associate II positions involve greater responsibility and less supervision,

## **8.8 RECLASSIFICATION**

A member, his/her department, or Dean may request **of** the President that a Reclassification hearing be convened for **an** administrative or instructional associate position. (See Appendix G)

# **ARTICLE 9: WORKLOAD**

## **9.1**

Academic members and professional associates are expected to engage in **scholarship/research** (or equivalent) and in service to the university and community **as** defined in Article 8 in addition to their teaching or professional duties as outlined in this article. The non-teaching workload of professional associates, instructional associates and administrative associates shall be consistent with the duties and responsibilities described in the job descriptions listed in Appendices B, C & D.

## **9.2**

Members are expected to be engaged in appropriate professional activity during the entire year, with the exception of **the** vacation period as specified in Article 20. Members who will be off campus or absent from their domicile for more **than** five working days shall inform their Dean.

## **9.3 Assignment of Teaching Workload**

- (a)** Teaching workload (including overload) shall be assigned in a fair and equitable manner. Factors to be taken into account when assigning a member's workload shall include, but not be limited to, the following: the number of new courses, the number of new preparations, class size, marker/demonstrator assistance, nature of the discipline, pedagogy, class scheduling, program **needs**, the teaching load **of** the member in previous years, the type **of** appointment held **by** the member **and** other duties of the member outlined **in** Article 8.
- (b)** The Department, in a properly constituted departmental meeting, shall consider and recommend the teaching workload **of** department members, The Department shall forward its recommendation to the Dean for approval. **In** the exceptional event that the **Dean** disapproves the recommendation of the Department, he/she shall give reasons for disapproving the workload **and ask** the Department to reconsider its recommendations. Should the Department and the Dean reach an impasse, the Dean shall assign teaching workload. It is the Dean's responsibility to ensure that workload **is** assigned in a fair and equitable manner as outlined in 9.3 (a).

- (c) The member's teaching workload normally shall be assigned by August 1. Specific courses must be assigned at least four weeks prior to the start of the term in which they are offered, except by mutual agreement between the member and the Dean.

#### 9.4 Teaching Workload

- (a) The standard teaching load for academic members on a full-time regular appointment shall be 18 credit hours in one academic year. Variations from 18 credit hours are possible provided that teaching workload is assigned as outlined in article 9.3 and does not violate clause 9.4.f
- (b) The teaching workload of academic members on amended appointments shall be consistent with the terms outlined in article 7.6.
- (c) Professional Associates may teach a maximum of 12 credit hours in one academic year as part of their assigned workload.
- (d) Instructional Associates may teach a maximum of 6 credit hours in one academic year as part of their assigned workload.
- (e) Administrative Associates may not teach as part of their regular workload. They may, however, accept sessional appointments of up to 6 credit hours in one academic year.
- (f) No member may be compelled to teach more than the standard load (e.g. 18 credit hours in one academic year for members on a full-time regular appointment).

#### 9.5 Workload Calculation

- (a) The teaching workload allocated to teaching a course, including those offered by distance delivery, normally is equivalent to its student credit hour weighting. The following exceptions are noted:
  - i) Team-taught courses in which all teachers attend all, or virtually all, the classes and are jointly responsible for the administration of the entire course, shall be weighed 4/3 in calculating teaching load. For example, each of 2 members team teaching a 3 credit hour course will be granted 2 credit hours on workload.
  - ii) Shared courses in which teachers are responsible for portions of the course shall be pro-rated among the participants according to their respective contributions. For example, each of 2 members equally sharing a 3 credit hour course will be given 1.5 credit hours.
  - iii) Credit hour rating for courses with special delivery- there is a requirement that in the conventional delivery of a Brandon University course there will be a minimum of 36 lecture contact hours for each 3 credit hour course. It is



recognized that courses will sometimes require delivery modes other than the conventional where the number of contact hours greatly exceeds the minimum requirement of 36 contact hours for each 3 credit hour course. This will be the case in the Special Projects in particular. The following formula will apply for calculation of instructor workload: For a 3 credit hours course, in the event that the lecture contact hours lies between the minimum requirement and 49 credit hours, then the instructor credit hour rating will be the regular course credit rating. For every additional 15 lecture contact hours, the instructor credit hour rating will be increased by 1 credit hour.

iv) Undergraduate topics courses are defined in the calendar with the course number X39, X49, X98, X99. Tutorial courses are any other **non-regular** courses in which there are fewer **than 3** students enrolled. Teaching load credit for undergraduate topics and tutorial courses will be 1/3 the student credit hour rating.

v) Graduate Topics and Tutorial Courses are weighted as follows:

- one student: workload (and minimum weekly instructor contact) at 1/2 the course credit hour rating.
- two students: workload (and minimum weekly instructor contact) at 2/3 the course credit hour rating.

vi) In Music, assigned private instruction of 1 student for one hour per week over the fall and winter terms equals 1 credit hour of teaching workload.

vii) In Music, large ensemble conducting (>15 members) over the fall and winter terms equals 5 credit hours of teaching workload. Small ensemble and chamber music conducting over the fall and winter terms equals 3 credit hours of teaching workload.

viii) Laboratory Instruction. Instructors who teach course with a laboratory component shall receive credit for teaching the laboratory component of the course according to the following scale: (1) If the course instructor is solely responsible for organizing, instructing and assessing student performance he/she will receive credit equivalent to 1/2 the number of laboratory contact hours per week per term. (2) If the course instructor is responsible for the overall organization and day-to-day operation of the lab, the evaluation of student performance and he/she spends a significant portion of each laboratory period instructing students but receives some assistance, for example the help of a student demonstrator, he/she will receive credit equivalent to 1/4 the number of laboratory contact hours per week per term. (3) If the course instructor is responsible for the overall organization of the lab, the evaluation of student progress and some aspects of lab instruction but the day-to-day operation of the lab **and** the bulk of student instruction is handled by a professional lab assistant/instructor, the course instructor will receive credit equivalent to 1/9 the number of laboratory contact hours per week per term. (4) If the lab is handled

solely by the lab instructor, the course instructor will receive no credit. Assignment of credit hour allocation shall be the responsibility of the Dean in consultation with the Department. For the purposes of this section a lab must meet the following criteria: (a) be listed in the calendar, (b) be scheduled in the timetable, (c) run for a minimum of 10 weeks per term and (d) at least 20% of the student's final grade be based on work done in the lab.

**ix)** In Education and Music, the supervision of the field experience of 1 student for 1 week equals 0.04 credit hours if the supervision is assigned by the Office of Field Experience or BUNTEP for which the member is responsible. There is no additional workload credit for the supervision of field experience which is associated with a methods course for which the member is responsible.

**x)** Senior Practica in Nursing shall be credited as 0.75 credit hours per student in a 4 student credit hour practicum course.

**xi)** In the M. Ed. and M. **Mus.** programs, chairing a research project committee (65:618, 07:600) shall carry a one-time credit of 1 credit hour per student. Responsibility for supervision of a Masters Thesis (65:695, 07:650) shall equal 1 hour per year, to a maximum of 2 credit hours per student. Supervision of a Graduate Practicum in Education (07:651) shall equal 0.25 credit hours.

**xii)** Developing an approved correspondence or distance delivery course is equal to 1.5 - 2.0 times the number of student credit hours. The precise credit hour weighting shall be decided by mutual agreement between the member and the Dean. Assistance, for example the services of an instructional designer, may be provided by the Office of Extension.

**xiii)** Teaching correspondence courses shall be calculated at the rate of 20% of the course credit hours of the first student, 15% for the second student and 10% for each subsequent student to a maximum of 100% of the course credit hours.

**(b)** Members performing the following duties shall receive a reduction in their teaching workload:

- i)** Department Chairpersons - 3 credit hours
- ii)** Head Coach of inter-university basketball or hockey for one Canadian Conference season - 9 credit hours
- iii)** Director of Athletics - 9 credit hours
- iv)** Campus Recreation Director - 9 credit hours
- v)** Director of International Projects - 6 credit hours
- vi)** Coordinator of **B.G.S.** program - 6 credit hours
- vii)** The Coordinator of Student Advisors in Education - 3 credit hours
- viii)** The Director of Field Experience in Education - 9 credit hours
- ix)** The Chair of the Graduate Program in Education - 3 credit hours
- x)** The Chair of the Graduate Program in Music - 3 credit hours

- (c) The University shall permit BUFA to purchase **up** to a 6 credit hour reduction in the workload of the BUFA President at sessional rates, provided the University is able to obtain a sessional replacement.
- (d) **Up** to 3 credit hours reduction in workload, at sessional rates, shall be provided to the Status of Women Review Committee for the purpose of fulfilling the research requirements of the assessment responsibilities outlined in Article 30. Costs will be shared equally between the parties.
- (e) The University shall permit the Eckhardt-Gramatte Conservatory of Music to purchase a 3 credit hour reduction in workload for each of up to three Music Faculty members (a maximum **of** 9 credit hours) at sessional rates, provided the member **and** the Dean agree.
- (f) Members may apply, on **an** annual basis, through the Department to the Dean for a reduction in teaching load to carry out scholarship/research projects.
- (g) The Employer agrees that any assignment of credit hours to members for activities not specified in this article shall be negotiated by the parties. Requests concerning credit hour assignment shall not be rejected unreasonably.

## 9.6 Overload

- (a) Overload shall be remunerated over and above normal salary at sessional rates negotiated **between the parties**.
- (b) Overload payment shall be calculated from 19 credit hours **of** actual teaching commitments. Calculation of teaching commitments shall include workload credit for duties outlined in 9.5.
- (c) Members may elect to allocate their overload stipends to a Faculty Research Fund. The operation and administration of the Fund shall be governed by guidelines developed by the Dean and approved by the Faculty, The Dean shall disperse funds in accordance with the guidelines, taking into account the recommendations of the Faculty Research Committee.
- (d) No member shall teach more **than** 6 credit hours overload during one academic year.

## 9.7

Any member teaching a course with an enrolment of over 25 students is entitled to assistance in the form **of** a marker or demonstrator.

## **ARTICLE 10: OWN-ACCOUNT WORK**

### **10.1**

A member may engage in own-account work provided that the activity does not interfere with the fulfillment of his/her obligations to the University as defined in this collective agreement.

### **10.2**

Upon written request of the Dean, a member shall submit a written report of all paid professional activities.

### **10.3**

A member shall not use University facilities, equipment, supplies or other services, or engage any other University personnel in the conduct of own account activities without making appropriate financial arrangements in advance, with the Vice-president (Administration and Finance).

## **ARTICLE 11: EV**

### **11.1**

The performance of all members on term or probationary appointments (except for one-year non-renewable term appointments and sessional appointments) shall be evaluated in written form by their Dean/Director by December of each year. Tenured and continuing members will be evaluated every two years. Nothing in this article will preclude annual evaluations at the member's request or with the agreement of the member.

Evaluations shall address all relevant criteria as outlined in Article 8 and/or, if applicable, the member's job description. Evaluations shall be based on the Dean's or Director's assessment of the member's performance as well as self evaluations by the member. Members will provide their Dean/Director an updated curriculum vitae as part of the evaluation process.

### **11.2**

Evaluations of teaching attainment may be based on information derived from a variety of sources. These sources may include but shall not be limited to the following:

- Evidence of exceptional student achievements in which the instructor has played an important supporting role;
- Evidence of exemplary commitment and service to students;
- Exemplary or innovative instructional methods and materials;
- Systematic efforts to evaluate and improve teaching;
- Assessments by graduates of the quality of instruction in light of subsequent professional or graduate school experience;
- Observations based upon classroom visitations with the member's consent;
- Student opinion surveys.

Evaluation of teaching will normally take into account surveys of student opinion. Each faculty will devise an instrument for use in such surveys. The form and administration of this instrument must be agreed to by the Dean and the Faculty, but such agreement shall not be unreasonably withheld. When such surveys are used, only information expressed in summary or statistical form **will** be forwarded to the Dean for use in formal evaluation. Transcriptions of comments by individual students will be made available to instructors who may determine without prejudice whether they shall be considered in formal evaluation.

### **11.3**

A copy of any evaluation or set of evaluations must have been seen by the Member, who shall sign it as having been read before being placed in his/her Personnel File (see article 19). Any Member **who** considers that he/she has been unfairly or inadequately evaluated may submit to his/her Dean, within 1 week of seeing the evaluation, a written objection, 1 copy of which shall be attached to the evaluation in question and 1 copy, signed by the Dean as having been seen, kept by the Member.

## **ARTICLE 12: PROMOTIONS**

### **12.1**

Members may apply to their Dean or Director for promotion. Applications must be received **by 1 October to be considered that year. By October 15**, Deans **and** Directors shall send the names of all applicants to the Chair of the University Promotions Committee. Applicants may withdraw their applications at any time.

### **12.2**

Applicants shall prepare dossiers documenting their academic and professional records in terms of the qualifications by rank outlined in Article 8. It is the applicant's responsibility to see that the dossier includes all information to be considered. All information on which promotions recommendations and decisions are to be based, including substance and sources, shall be added to the dossier. The applicant shall be notified of all additions to the dossier. The contents of this dossier shall be available for inspection by the Department, the Dean or Director, the University Promotions Committee, and the President at the appropriate stages of deliberation. Applicants have the right to inspect their dossier at any point, and to rebut **any** item. Rebuttals shall be added to the dossier.

### **12.3**

Members of an applicant's department shall meet with the applicant before 15 October, and shall formulate recommendations based upon the relevant sections of this Collective Agreement. The department's recommendations will be sent to the Dean or Director and to the Chair of the University Promotions Committee by 1 November, with copies to the applicant. Departmental recommendations shall be signed by each member of the department. Abstentions or dissenting viewpoints will be supported by written reasons. In the case of applicants who are not members of a department comprised of at least three members, the Dean or Director, in consultation with the applicant, shall designate a "non-departmental committee" consisting of at least three members whose discipline areas are as closely related to the applicant's as possible. Applicants will be permitted two vetoes in this selection process,

### **12.4**

Applicants shall meet with their Dean or Director before 7 November. A copy of the Dean's or Director's recommendation will be sent to the applicant and to the Chair of the University Promotions Committee by 15 November.

### **12.5 University Promotions Committee**

By 15 October a University Promotions Committee shall be struck consisting of:

- A chairperson appointed by the President from among Professors and Professional Associate IV's
- One tenured member elected by and from each of the faculties of *Arts*, Education, Music, and Science
- One tenured member elected by and from those Professional Associates who are not members of the above Faculties
- Two Deans/Directors appointed by the President

Applicants for promotion may not serve on the committee.

### **12.6**

A quorum at all meetings will consist of five members, plus the chairperson.

Decisions on recommendations will be reached by simple majority, with the chair voting only in the event of a tie. Committee members shall not vote when applicants for whom they have prepared recommendations are considered. Votes will be taken by secret ballot. The decision will be minuted, but not the vote count.

The committee may request to meet with applicants, their designate(s), or with anyone who has submitted recommendations. Deans or Directors who have prepared recommendations must appear before the Committee if requested,

The applicant may appear before the University Promotions Committee, and may be accompanied by advisors. The applicant shall have the right to be present when witnesses appear before the committee, and to question evidence presented. The applicant may enlist the aid of the Union or CAUT. Nothing in this article shall be construed as requiring a member to appear before the Committee.

Minutes of proceedings, the names of witnesses heard, and copies of evidence received, shall be available to members of the Committee and to the applicant.

The Committee's recommendations will normally be sent to the President by 15 December, with copies to applicants, Departments, Deans or Directors, and the Union.

### **12.7**

Promotions approved by the President shall be implemented by 31 January, with copies to applicants, Departments, Deans or Directors, and the Union. Negative decisions shall be sent by 31 January to the applicants with copies to Departments, Deans or Directors, and the Union. Negative recommendations or decisions shall be accompanied by a statement of reasons. The reasons must be substantive, clearly related to the qualifications by rank and criteria for promotions, and sufficiently specific to enable the applicant to know the basis for the recommendation or decision.

### **12.8 Criteria for Promotion**

**Promotions recommendations and decisions shall be based upon** applicants' contributions to their discipline, department, faculty and University within the current rank, *except* for promotion to Professor or Professional Associate IV, where the applicant's entire professional career shall be reviewed.

Recommendations and decisions shall be based upon the qualifications by rank as listed in Article 8, as well as upon clauses 12.9, 12.10 and 12.11 below. In applying the criteria to persons in academic rank, all relevant factors included in Article 8, clause 2 shall be taken into account. Tenured academic members shall not be required to re-establish "Professional Preparation" in promotions proceedings. In applying the criteria to applicants in the Professional Associate ranks, all relevant factors in Article 8, clause 5 shall be taken into account. Recommendations and decisions are expected to consider teaching and scholarly activity in the context of working conditions at Brandon University and the type of appointment held by the member, weighing carefully all criteria in accordance with accepted norms of scholarly and creative activity and in accordance with accepted norms of teaching adequacy.

### **12.9**

In promotion to Assistant or Associate Professor, excellence in teaching attainment or excellence in scholarship/research may compensate for achievement short of that specified in articles 8.2 and 8.4 in one of the remaining criteria.

In promotion to Professor, excellence in two criteria may compensate for achievement short of that specified in articles 8.2 and 8.4 in a third. A record of scholarship and research since promotion to the rank of Associate Professor is required. External references (article 8, clause 3) are required for consideration of promotion to the rank of Professor.

#### **12.10**

In promotion to Professional Associate II or III, excellence in either professional experience or professional attainment may compensate for achievement short of that specified in article 8.5 in one of **the** other three criteria. In promotion to Professional Associate IV, outstanding professional attainment may compensate for achievement short of that specified in article 8.5 in service to the University and to the community. As well, outstanding professional attainment and service to the University and to the community may compensate for less professional experience. External references (article 8, clause 3) are required for consideration of promotion to the rank of Professional Associate IV.

#### **12.11**

For members who have, for extended periods of time, accepted and performed duties of primarily administrative nature, a clear record of excellence in service to the University community may compensate for less extensive achievement in teaching attainment and scholarship (or, for Professional Associates, " research in the discipline"). Such compensation applies to the quantity but not the quality of achievement in these areas (i.e. quality standards must be maintained). This clause is not applicable to promotion to ranks of Professor and Professional Associate IV.

#### **12.12 Promotions Appeals**

These appeals procedures replace grievance and arbitration (Article 6) for promotions procedures and decisions. The decision of the Promotion Appeals Committee shall be final and binding on **both** parties and the applicant.

#### **12.13**

Applicants denied promotion may appeal to the Promotions Appeals Committee within five working days of notification. **A** copy of the appeal, specifying the grounds on which it is based, shall be sent to the Chair of the Promotions Committee and the President.

#### **12.14**

By 21 October, a Promotion Appeals Committee shall be struck composed of 1 member of Associate Professor or Professor (or equivalent) rank appointed by the Union, a Dean or tenured member or the Senate representative on the Board appointed by the President, and a chairperson chosen by the first 2 from among Brandon University's Professors **and** Professional Associate IV's. If the first 2 cannot agree upon a chairperson within 1 week, he/she shall be chosen by random selection by the Joint Committee from among the Professors and Professional Associate



IV's, with each party having 3 exclusions. Members of the Promotions Committee and applicants for promotion cannot serve on the Promotion Appeals Committee.

### **12.15**

The Promotion Appeals Committee shall establish its own procedures consonant with procedures set out for arbitration boards in the Manitoba Labour Relations Act, and shall begin to hear appeals within 1 **week** of their being entered, and shall normally *make* its decision within 1 month of hearing **an** appeal. Decisions shall be sent to the President for appropriate action, with copies to the appellants, departments, the Chair of the University Promotions Committee, Deans or Directors, and the Union.

### **12.16**

If the Promotion Appeals Committee finds in favour of the appellant, and if the appeal was on the grounds

- a) that the decision of the President or **the** University Promotions Committee **was an** arbitrary or capricious application of the criteria for promotion, or
- b) that the decision was discriminatory (per article 4), or
- c) that the decision violated the appellant's academic freedom (per article 5),

then the Promotion Appeals Committee **may** overturn the decision **of** the President and grant promotion, **If** the appeal was on any other grounds, then the Promotion Appeals Committee may not overturn the decision, but may order the appropriate procedures to be repeated.

### **12.17**

Reasonable costs associated with promotions and promotion appeals procedures will be borne by the Employer, Transcription services during meetings will not be provided,

## **ARTICLE 13: TENURE**

### **13.1**

Eligible members who wish to apply for tenure (Article 7.13) must apply in writing to their Dean **of** Director no later than 1 October. **By** 1 October, Deans or Directors shall notify all members **whose** terms **of** appointment require that they be considered in that year, and **by** 15 October shall send the names of all candidates to relevant departments and the Chair of the University Tenure Committee.

### **13.2**

Candidates shall prepare dossiers documenting their academic and professional records in terms of the qualifications by rank outlined in Article 8. It is the candidate's responsibility **to** see that the dossier includes all information **to be** considered. **All** information on which tenure

recommendations and decisions are to be based, including substance and sources, shall be added to the dossier. Candidates shall be informed of all additions to the dossier. The contents of this dossier shall be available for inspection by the Department, the Faculty Tenure Committee, the Dean or Director, the University Tenure Committee, and the President at the appropriate stages of deliberation, Candidates have the right to inspect their dossier at any point, and to rebut any item. Rebuttals shall be added to the dossier.

### **13.3**

Members of a candidate's department shall meet with the candidate before 15 October, and shall formulate recommendations based upon the relevant sections of this Collective Agreement. The department's recommendations will be sent to the Dean or Director and to the Chair of the University Tenure Committee by 1 November, with copies to the candidate. Departmental recommendations shall be signed by each member of the department. Abstentions or dissenting viewpoints will be supported by written reasons.

In the case of candidates who are not members of a department comprised of at least three members, the Dean or Director, in consultation with the candidate, shall designate a "non-departmental committee" consisting of at least three members whose discipline areas are as closely related to the candidate's as possible. Candidates will be permitted two vetoes in this selection process.

### **13.4**

By 7 October each faculty with candidates for tenure shall strike a Faculty Tenure Committee composed of five tenured members elected by and from the members. The candidate shall meet with the Faculty Tenure Committee by 7 November. The committee shall send its recommendation to the chair of the University Tenure Committee by 15 November, with copies to the candidate, the department, and the Dean.

### **13.5**

Candidates shall meet with their Dean or Director before 7 November. A copy of the Dean's or Director's recommendation will be sent to the candidates, their departments, and to the Chair of the University Tenure Committee by 15 November.

### **13.6 University Tenure Committee**

By 15 October a University Tenure Committee shall be struck consisting of:

- A chairperson appointed by the President from among tenured Professors and Professional Associate IV's
- One tenured member elected by and from each of the faculties of Arts, Education, Music, and Science
- One tenured member elected by and from those Professional Associates who are not members of the above Faculties

•Two Deans/Directors appointed by the President  
A quorum at all meetings will consist of five members, plus the chairperson.

Decisions on recommendations will be reached by simple majority, with the chair voting only in the event of a tie. Committee members shall not vote when candidates for whom **they** have prepared recommendations are considered. Votes will be taken by secret ballot. The decision will be minuted, but not the vote count.

The committee may request to meet with candidate, their **designate(s)**, or with anyone who has submitted recommendations. Deans or Directors who have prepared recommendations must appear before the Committee **if** requested.

The candidate may appear before the University Tenure Committee, and may be accompanied by advisors. The candidate shall have the right to be present when witnesses appear before the committee, and to question evidence, The candidate may enlist the aid **of** the Union or CAUT. Nothing in this article shall be construed as requiring a member to appear before the Committee.

Minutes of proceedings, the names of witnesses heard, and copies of evidence received, shall be available to members of the Committee and to the candidate.

The Committee's recommendations will normally be sent to the President by 15 December, with copies to candidates, Departments, Deans or Directors, and the Union.

### **13.7**

Tenure recommendations approved by the President shall be implemented **by 31 January**, with copies to candidates, Departments, **Deans** or Directors, and the Union. Negative decisions shall be sent by 31 January to the candidates with copies Departments, Deans or Directors, and the Union. Negative recommendations or decisions shall be accompanied **by a** statement of reasons. Reasons must be substantive, clearly related to the qualifications **by rank** and criteria for Tenure, and sufficiently specific to enable the candidate to **know** the basis for the recommendation or decision.

### **13.8**

All recommendations and decisions on Tenure shall indicate whether the candidate should be

- offered a Tenured Appointment, or
- refused a Tenured Appointment, or
- granted **a** one year extension **of** his/her probationary appointment.

### **13.9** Criteria for Tenure

Tenured appointments will be offered as first appointments normally only to individuals appointed at a rank of Associate Professor, Professor, Professional Associate III, or Professional Associate IV. A Selection Committee, in considering **a** Tenured Appointment **as** a first

appointment, shall base its recommendation on the criteria outlined in this article. Members with probationary appointments shall be considered at the appropriate time according to Article 7 (Probation), Tenurable ranks are Assistant Professor, Associate Professor, Professor, and Professional Associate II, III, and IV.

### **13.10**

Tenure recommendations and decisions shall be based upon the qualifications by rank (Article 8) as well as upon clause 13.11 below. In applying the criteria to persons in academic rank, all relevant factors included in Article 8, clauses 2, 3 and 4 shall be taken into account. In applying the criteria to members in the Professional Associate ranks, all relevant factors in Article 8, clause 5 shall be taken into account, in light of the job description stipulated in 8.5.1(e).

### **13.11**

Recommendations and decisions must carefully examine the candidate's performance on all criteria in accordance with accepted norms of scholarly and creative activity **and** in accordance with accepted norms of teaching adequacy. Recommendations and decisions must also take into account the candidate's progress in the various criteria and the context of teaching and scholarly activity at Brandon University. In Tenure decisions, documented excellence in teaching attainment or in scholarship/research may compensate for achievement less **than** that specified in Articles 8.2, 8.4 or 8.5 in one of the remaining three criteria.

### **13.12 Tenure Appeals**

These appeals procedures replace grievance and arbitration (Article 6) for Tenure procedures and decisions. The decision of the Tenure Appeals Committee shall be final and binding on both parties and the member.

### **13.13**

Members denied Tenure may appeal to the Tenure Appeals Committee within five working days of notification. **A** copy of the appeal, specifying the grounds on which it is based, shall be sent to the Chair of the Tenure Committee and the President.

### **13.14**

By 21 October a Tenure Appeals Committee shall be struck composed of one member of Associate Professor or Professor (or equivalent) rank appointed by the Union, a Dean or tenured member or the Senate representative on the Board appointed by the President, and a chairperson chosen by the first 2 **from** among tenured members. If the first 2 cannot agree upon a chairperson within 1 week, he/she shall be chosen by random selection by the Joint Committee from among tenured members, with each party having 3 exclusions. Members of the Tenure Committee and candidates for tenure cannot serve on the Tenure Appeals Committee.

### 13.15

The Tenure Appeals Committee shall establish its own procedures consonant with procedures set out **for** arbitration boards in the Manitoba Labour Relations Act, shall begin to hear appeals within 1 week of **their** being entered, and shall normally make its decision within one month **of** hearing **the** appeal. Decisions shall be sent to the President for appropriate action, with copies to the appellants, departments, the Chair of the University Tenure Committee, Deans or Directors, **and** the Union.

### 13.16

If the Tenure Appeals Committee finds in favour of the appellant, and if the appeal was on the grounds:

- a) that the decision of the President or the University Tenure Committee was **an** arbitrary or capricious application of the criteria for tenure, or
- b) that the decision was discriminatory (per article 4), or
- c) that the decision violated the appellant's academic freedom (per article 5),

then **the** Tenure Appeals Committee may overturn the decision **of** the President and grant promotion **If** the appeal **was** on any other grounds, then the Tenure Appeals Committee may not overturn the decision, but may order the appropriate procedures to be repeated.

### 13.17

Reasonable costs associated with tenure and tenure appeals procedures will be borne **by** the Employer. **Transcription services during meetings will not be** provided.

## ARTICLE 14: RETRENCHMENT

### 14.1

Retrenchment occurs when a reduction in members' salary costs is necessary for financial reasons.

### 14.2

The President shall notify the Union in writing when he/she considers that, rigorous economies **in** all other segments of the budget having been exercised and all other practical **means** of alleviating the difficulty having been undertaken, financial constraints require **a** reduction in members' **salary** costs, He/she **shall** specify the amount of the reduction required and shall accompany the notice with **all** the budgetary information used in arriving at the retrenchment decision.

### **14.3**

Within 2 weeks of such notice, the Union may challenge the contention that retrenchment is necessary, in which case the issue shall be submitted to a 3-member Commission which shall advise the Board of Governors whether and to what extent the Commission considers retrenchment necessary. The Union shall name its appointee to the Commission in its challenge, the Employer shall name its appointee within 3 days of that date, and the 2 appointees shall name a mutually acceptable chairperson within 1 week of the Employer's appointment. If the appointees cannot agree upon a chairperson, the Employer shall **ask** the Provincial Auditor to name one. The Commission shall report to the Board within 4 weeks of the selection of the chairperson.

### **14.4**

If retrenchment is necessary, there shall be negotiations between the Employer and the Union on methods of effecting it. These negotiations shall take into consideration the programme and curriculum needs of the University. Unless agreement is reached on other methods within 21 days, clauses 5 to 8 of this article shall apply.

### **14.5**

If the financial exigency is in funding for the Projects, lay-offs will be restricted to the Project so affected. If the financial exigency occurs due to cutbacks in general University funding, lay-offs will be restricted to members supported by such funding.

### **14.6**

Members shall be laid off (in reverse order of seniority) in the order:

- a) those on Term Appointments,
- b) those on probation,
- c) those on Tenured and non-probationary Continuing Appointments.

### **14.7**

Members who are laid **off** shall receive a minimum of 6 **months** written notice (or pay in lieu of notice) and **severance** allowance **as** determined below:

- a) members on probation shall receive 6 months salary,
- b) members on Tenured and non-probationary Continuing Appointments shall receive 12 months salary.

### **14.8**

Members who have been laid off shall have their files maintained and shall be given the right of first refusal (in reverse order of lay-off) for a period of 4 years to the appointment to any vacancy

which may occur in their former department and for which they are qualified, and shall be notified **and** encouraged **to** apply for any other vacancy which may occur in the University and for which they are qualified. It **is** the responsibility of the member to keep the University informed, via registered mail, **of** his/her whereabouts and to notify the Employer when he/she no longer wishes to be informed of vacancies.

## **ARTICLE 15: RETRENCHMENT OF MEMBERS EMPLOYED IN THE SPECIAL PROJECTS**

### **15.1**

Retrenchment occurs when a reduction in members' salary costs is necessary for financial reasons.

### **15.2**

The President shall notify the Union in writing when he/she considers that all practical means of eliminating the need for retrenchment having been taken, financial constraints require a reduction in members' salary costs. He/she shall specify the amount of the reduction required and shall accompany the notice with a report explaining the need for the retrenchment. The Union may examine the relevant documentation.

### **15.3**

Within 1 week of such notice, the Union may challenge the contention that retrenchment is necessary, in which case it will appoint 2 members to a Joint Retrenchment Committee. Within 3 days of the Union appointment, the President shall appoint 2 members to the J.R.C. The Committee will discuss whether retrenchment is necessary and, if so, how it should be implemented. It will report back to its principals within 3 weeks **of** its constitution.

### **15.4**

Should the J.R.C. fail to come **to** agreement on the extent **and** method of **the** retrenchment, then the Employer shall determine which members shall be laid off, taking into account firstly, programme needs and secondly, seniority. Seniority shall be applied to members in reverse order in each of the following categories of appointment:

- a) first, to those on term appointments,
- b) second, to those on probation, and
- c) finally, to those on tenured and non-probationary continuing appointments.

## 15.5

- a) Members on term or probationary appointments who are laid off, shall receive a minimum of 6 months notice,
- b) Members on tenured or non-probationary continuing appointments who are laid off, will receive 12 months notice.

## 15.6

Members who have been laid off shall have their files maintained and shall be given the right of first refusal (in reverse order of lay-off) for a period of 4 years to the appointment to any vacancy which may occur in their former department and for which they are qualified, and shall be notified and encouraged to apply for any other vacancy which may occur in the University and for which they are qualified. It is the responsibility of the member to keep the University informed, via registered mail, of his/her whereabouts and to notify the Employer when he/she no longer wishes to be informed of vacancies.

## ARTICLE 16: REDUNDANCY

### 16.1

Redundancy occurs when a position occupied by a member is declared unnecessary due to long-term changes in academic priorities, student enrolment patterns, or some such similar development.

### 16.2

The first step in such an occurrence is for the Senate to decide to curtail all or part of an existing academic programme and to so inform the department affected.

### 16.3

The department to be affected shall have the right to appeal to Senate prior to the implementation of any curtailment of a programme. Senate may confirm, reverse, or modify its original curtailment decision.

### 16.4

Appointments are distinct from positions: if a position has been declared redundant, it does not necessarily follow that the member appointed to that position will be the one affected.



## **16.5**

Members to be affected by redundancy shall be identified by members **of the** department which Senate has informed according to clause 2 above. Identification shall be made using just and equitable procedures and shall be based upon the need for the member's professional **skills**, the criteria for granting tenure, and seniority.

## **16.6**

The department shall recommend the names of those members to be affected by redundancy to the Dean.

## **16.7**

The Dean shall notify the affected members in writing.

## **16.8**

Members identified **by** the processes above shall have the right **of** appeal.

## **16.9**

Notice of intent to appeal must be received by the President within 2 weeks of the Dean's notification to the member (clause 7).

## **16.10**

A separate Redundancy Appeal Committee shall be formed for each group **of** appellants from any single department in any single declaration of redundancy. The Committee shall consist of 5 members selected at random from a list of all tenured members. Individuals involved in declaring the redundancy and in identifying the members affected are not eligible to serve on the Appeal Committee. Their names, **if** drawn, shall be replaced by further random selections. If the Dean and appellants agree to reject a name, it shall be replaced. The Dean and the appellants **may** each reject 3 names which shall be replaced. By 30 September of each **year**, the Secretary **of** the Board **of** Governors shall publish a list of members eligible to serve on Redundancy Appeal Committees and shall arrange and supervise the selection of members of the committees.

## **16.11**

The Committee shall hear the appeal within 2 weeks of the notice of intent to appeal.

## **16.12**

The appeal shall be in public within the University community unless both **the** appellant and the Dean agree to its being held--in whole or in part--in camera. .

**16.13**

The Committee shall elect its **own** chairperson.

**16.14**

Both the appellant and the Dean shall be permitted to appear with advisors at **any** stage in the proceedings and shall have the right to present and question evidence.

**16.15**

Minutes of the proceedings, including the names of witnesses heard, copies of evidence received, and decisions made, shall be available to members of the Committee and to the appellant and the Dean.

**16.16**

The report of the Committee shall be sent to the President, with a copy to the appellant and to the Union.

**16.17**

The President shall notify the affected member in writing at least 12 months in advance that, unless the member obtains alternate employment under clause 20 of this article, his/her appointment shall terminate on August 31 next.

**16.18**

The President shall strike a Redeployment Committee consisting of 2 members appointed by the Employer, 2 members appointed by the Union, and a chairperson who shall be one of the Senate's representative to the Board of Governors appointed by the Senate, unless those individual are potentially affected, in which case the appointed members shall name a mutually agreeable chairperson.

**16.19**

The Redeployment Committee shall make every effort to identify positions elsewhere in the University which affected members would be qualified to fill. Such efforts shall include consultation with departments, Selection Committees, and Deans.

**16.20**

If the Redeployment Committee designates a vacant position which the affected member is qualified to fill, the Employer agrees to offer the position to the member. Moreover, the Committee may recommend that a position be offered to **an** affected member if it feels that, after

a re-training period of **up** to 12 months, the member would be qualified for the position. The member's salary would be continued during the training.

#### **16.21**

The Redeployment Committee shall meet within 1 month of the President's notifying the member (clause **17**) and shall arrive at a decision within 2 months of its first meeting.

#### **16.22**

If **an** affected member who holds a Probationary, Tenured, or Continuing Appointment is not offered or does not accept redeployment, he/she shall be entitled to a severance allowance of 6 months salary and an additional 3 months salary for each year of service to Brandon University beyond the first year to a maximum severance allowance of 12 months salary. Members may choose to receive their severance allowance in a lump sum, or in equal monthly instalments, or in a manner mutually acceptable to the member and the Employer.

### **ARTICLE 17: REDUNDANCY FOR MEMBERS EMPLOYED IN THE SPECIAL PROJECTS**

#### **17.1**

Redundancy occurs when a position occupied by **a** member is declared unnecessary due to long-term **changes in academic** priorities, student enrolment patterns, or some **such** similar development.

#### **17.2**

If the Employer declares a position redundant, thus necessitating the lay-off of a member, and if there are 2 or more members occupying similar positions such **that** a decision must be made as to which member is to be laid off, then members shall be laid off (in reverse order of seniority) in the order:

- a) those on term appointments,
- b) those on probation,
- c) those on tenured and non-probationary continuing appointments.

Once the Employer has determined which member is to be laid off, that member shall be notified by the President, in writing, with a **copy** to the Union. A member shall be given not less than 12 months notice if he/she has more than 6 years **service**, and he/she shall be given not less than 6 months notice if he/she has 6 or less years service.

### **17.3**

If a member receives a notice of lay-off under this article and if the member objects, asserting either:

- a) no lay-off is necessary as the position is not redundant, or
- b) lay-off is necessary, but another member should be the one laid off,

then the member may inform the President in writing of his objection. Such notice must be received by the President within **14** days of the receipt by the member of the notice of lay-off. In the event that the President receives such an objection within the prescribed time limit, the matter will be referred to a committee composed of 2 members appointed by the Union, 2 members appointed by the President and a chairperson chosen by the **4** appointees **from among** Brandon University's Professors and Professional Associate IV's. If these 4 cannot agree upon a chairperson within **1** week, he/she shall be chosen by random selection from among the Professors and Professional Associate IV's, with each party having **3** exclusions. A member whose position has been declared redundant shall not be eligible to be a member of this Committee. In addition, individuals involved in declaring the redundancy **and** in identifying the members affected **are** not eligible to service on the Appeals Committee.

### **17.4**

The Committee will decide whether the position referred to by the Employer in its declaration is, in fact, redundant and, if so, which member shall be laid off. The Committee's decision shall be sent to the President for implementation, with copies to the member who received notice under clause 2 (above), and to the Union.

### **17.5**

**This** procedure replaces grievance and arbitration for matters dealt with under this article. Article 6 does not apply to Redundancy in the Special Projects. The decision of the Committee described in clauses 3 and 4 (above) shall be final and binding on both parties and the member affected.

### **17.6**

The Committee shall hear the appeal within 2 weeks of the notice of intent to appeal.

### **17.7**

The appeal shall be in public within **the** University community, unless both the appellant and the President agree to its being held--in whole or in part--in camera.

### **17.8**

Both the appellant and the President shall be permitted to appear with advisors at any stage in the proceedings and shall have the right to present **and** question evidence.

### **17.9**

Minutes of the proceedings, including the names of witnesses heard, copies of evidence received, and decisions made, shall be available to members of the Committee and to the appellant and to the President.

### **17.10**

If the decision is that a member is to be laid off, then the President shall establish a Redeployment Committee upon the request of the member declared redundant, consisting of 2 members appointed by the Employer, 2 members appointed by the Union, and a chairperson who shall be the Senate's representative to the Board of Governors, unless that individual is potentially affected, in which case **the** appointed members shall name a mutually agreeable chairperson.

### **17.11**

The Redeployment Committee shall make every effort to identify within the Bargaining Unit, positions elsewhere in the University which affected members would be qualified to fill. Such efforts shall include consultation with departments, Selection Committees, and Deans.

### **17.12**

If the Redeployment Committee designates a vacant position within the Bargaining Unit which the Employer intends to **fill**, **then** the Employer agrees to consider the **member for the position** with the governing factors being qualifications by rank and seniority; that is, if there were 2 candidates with equal qualifications, then the candidate with the greatest seniority at Brandon University **would** be offered the position first. The Employer further agrees that the member will be considered as **a** candidate if **a** retraining period of **up** to 12 months would enable the member to be come qualified for the position, The member's salary would **be** continued during the retraining period. If the member leaves the employment at Brandon University within 1 year after the retraining period, then the amount of salary paid to the member during the retraining will be paid by the member to the Employer.

### **17.13**

**The** Redeployment Committee shall meet within 1 month of the notification as per clause 2, or if the decision is appealed and the decision is upheld, **then** the Redeployment Committee must meet within 1 month of the notification to the President and the Union as per clause 4.

### **17.14**

If an affected member who holds a Probationary, Tenured, or Continuing Appointment is not offered, or does not accept redeployment, he/she shall be entitled to **a** severance allowance **of** 1 month's salary for each year of service to Brandon University beyond **the** first year, to a

maximum severance allowance of 12 months salary. Members may choose to receive their severance allowance in a lump sum or in equal monthly instalments, or in a manner mutually acceptable to the member and to the Employer.

## **ARTICLE 18: TERMINATION OF APPOINTMENT**

The employment of members may be terminated in one of the following ways:

1. By retirement. A member who retires before or after his/her normal retirement date as provided in the Brandon University Pension Plan, shall give the Employer 6 months notice in writing. The notice period may be waived by mutual agreement of the member and the Employer.
2. By resignation. A member who resigns shall give the Employer 6 months notice in writing. The notice period may be waived by mutual agreement of the member and the Employer.
3. On expiration of a Term Appointment.
4. On expiration of a Probationary Appointment following non-granting of tenure according to the provisions of article 13.
5. On expiration of the probationary period of a Continuing Appointment following recommendation of the department.
6. Following lay-off in accordance with the provisions of article 14. Members who are laid off are eligible for call-back in accordance with the provisions of that article.
7. Following completion of the procedures of article 15.
8. After 720 days of sick leave if the member is not eligible for benefits under the Long Term Disability Plan.
9. By dismissal:
  - a) Members may be dismissed only for just and reasonable cause such as, but not limited to, gross professional misconduct, persistent neglect of professional duty or gross incompetence.
  - b) Criticism of the University or a controversial stand on public issues does not constitute just and reasonable cause.
  - c) Personality conflict or incompatibility does not constitute just and reasonable cause.
  - d) When the President feels there may be grounds for dismissal on the basis of persistent neglect of duties, he/she shall give the member due warning, pointing out the gravity of the situation and warning of the possibility of dismissal if the problem is not corrected. Such warning shall be in writing, shall specify the particulars which could

lead to notice of dismissal, and shall be effective for a fixed and reasonable time period.

- e) The dismissal notice to the member **shall** contain a statement of the grounds for dismissal and shall specify the effective date of dismissal, which shall not be less than 15 working days from the date the notice is sent. From the date the notice is sent, the member may be suspended from all duties with or without pay.
- f) **If** a formal grievance **is** not presented within the 15 working day notice period, the member's employment terminates effective the date of dismissal. If a dismissal involving suspension from duties without pay results in a grievance that reaches arbitration, **and** if the arbitration board finds that insufficient or no cause for dismissal **exists**, the board shall award, at a minimum, all back pay and benefits, with interest.

## **ARTICLE 19: PERSONNEL FILES**

### **19.1**

Data pertaining to the employment of a member will be placed in an official Personnel File in the Office of **Personnel**. The data may include the usual pre-employment materials (**e.g.**, college transcripts, letters **of** application, curriculum vitae, letters of reference), evaluation and observation reports, correspondence, copies of materials reflecting professional development and achievements, copies of materials reflecting the member's salary history, and such other materials as the Employer deems appropriate. It is the member's responsibility to ensure that his/her file in the Personnel Office is updated periodically.

### **19.2**

References to voluminous and/or bulky materials may be substituted for the originals by the University. The member must be notified of **any** such substitution.

### **19.3**

No anonymous material, except for the results of mutually agreed evaluation procedures, shall be kept by the Employer concerning **any** member.

### **19.4**

Deans and the Comptroller may maintain working files, a list of which will be included in the official file.

### **19.5**

Each member or his/her duly authorized representative **shall** have the right of access to his/her official file and working files, with the exception of confidential information therein, during regular office hours and **upon** written request to the President. For the purposes of this article,

"confidential information" means only signed letters of reference solicited at the time of appointment (unless the authors have provided written authorization for their release to the individual).

#### **19.6**

A member may be required to produce identification to gain access to his/her file.

#### **19.7**

Personnel files may not be removed from the Office of Personnel, nor working files from their respective repositories.

#### **19.8**

The member shall have the right to have included in his/her file his/her written comments on the accuracy or the **meaning** of any of the contents of his/her personnel file, and to add any documents to the file that he/she deems relevant. A member shall have the right to have removed from his/ her personnel file any material which he/she can show is false, unsubstantiated or not related to work performance. Any disputes between the member and the Employer on the removal of material from the member's file will be referred to the Joint Administrative Committee for resolution.

#### **19.9**

The member, upon written request to the President and at his/her own expense, may obtain 1 copy of each document to which he/she has the right of access.

#### **19.10**

Access to a member's file shall be restricted to the member or his/her duly authorized representative and to duly authorized officers of the University.

#### **19.11**

The Employer agrees not to release any information from a member's file except when required by law, **and** in any case, without the member concerned having the opportunity to verify the information before it is released.

#### **19.12**

The Employer agrees not to release any information from a member's file to any person, agency, body, or institution other than Statistics Canada unless:

- a) The agency is covered by legislation and safeguards comparable to that of Statistics Canada, or



b) If such legislation is not in existence, without prior written consent of the member.

## **ARTICLE 20: VACATION AND LEAVE**

### **20.1 VACATION**

“Vacation” is defined as that period of time when a member need not be engaged in appropriate professional activity.

### **20.2**

Members on full-time appointments shall receive **an** annual vacation of 6 weeks, with 4 days of such vacation designated between Christmas and New Year’s.

### **20.3**

Members on part-time appointments shall receive **a** vacation which is prorated.

### **20.4**

A member shall schedule his/her vacation period **by** mutual agreement with his/her department, subject to the approval of the Dean before the vacation is taken. All members, including IA's, shall be entitled to take their vacations for an uninterrupted period (namely five or six consecutive weeks).

### **20.5**

There will be no carry-over of vacation **from** one calendar year to the next. Members do not have the option of receiving pay in lieu of vacation.

### **20.6 HOLIDAYS**

The following days shall be considered holidays:

New Year’s Day, Good Friday, Easter Monday, Victoria Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance **Day**, Christmas Day, **Boxing** Day, and any other day so **proclaimed by the Federal, Provincial, or University** authorities.

### **20.7**

When any of the aforementioned holidays, except Canada Day, falls on a Saturday or Sunday, the President or his/her designate shall substitute another working day as the holiday. If Canada Day

falls on a Saturday or Sunday, the President or his/her designate shall substitute the Monday immediately following **as** the holiday.

#### **20.8**

A member will not receive additional remuneration in the event he/she chooses to work on a holiday.

#### **20.9**

Regularly scheduled classes will not be held on a holiday, and only essential services will be provided by the University.

#### **20.10**

A "floating" paid holiday shall be observed in lieu of Easter Monday. The President or his/her designate shall declare by March 1st the day the floating holiday **is** to be observed as a paid holiday for all members.

#### **20.11 LEAVE OF ABSENCE**

Upon the request of the member and on the recommendation of the Dean, a member may be granted leave **of** absence without pay.

#### **20.12**

The letter authorizing the leave of absence without pay shall indicate the years accredited towards sabbatical leave at the commencement and at the completion **of** the leave. A member who takes a leave which **has** been declared not to be time toward Sabbatical Leave may not subsequently grieve the declaration. Members on leave of absence who are engaged in activities covered by their qualifications by rank **or** job description shall receive salaries **on** return which include the total increases granted whilst they were on leave. Other members on return from such leave shall receive scale increases. A member's time on leave of absence shall be counted as time to seniority.

#### **20.13**

A member on leave of absence shall be entitled, but not required, to maintain membership in the benefit plans from time to time in force. The Employer is not required to maintain payments in such plans. The member's superannuation rights accrued prior to the date of the leave shall not be affected.

#### **20.14 COURT LEAVE**

A member served with a document requiring him/her to appear as a witness during court proceedings or to serve jury duty shall be paid the difference between his/her regular full salary during such leave and any sum paid him/her for such jury or witness duty.

#### **20.15**

The Employer may require the member to furnish the document which requires him/her to appear as a witness or summons requiring him/her to appear for jury duty before making any payment under this article.

#### **20.16 COMPASSIONATE LEAVE**

It is recognized that certain emergencies may arise in a member's personal or family life which may require his/her absence from the University. The member shall request compassionate leave from his/her Dean for a specified period of time. Such leave shall not be unreasonably refused. Compassionate Leave shall be at full salary and benefits.

#### **20.17.1 SICK LEAVE**

Members who are unable to carry out their duties because of sickness, including psychoneurotic disorders or behavioral disorders, shall be entitled to full salary and benefits for up to 180 consecutive days. At the conclusion of the 180 days, benefits under the Long Term Disability Plan come into effect. Members shall notify their Deans or Directors and department chairpersons of their absence and its probable duration as soon as is reasonably possible. Members may be required to submit a medical certificate to cover illnesses which cause more than 5 days absence.

#### **20.17.2 EMPLOYEE ASSISTANCE PROGRAM**

THE PARTIES RECOGNIZE that most human problems can be dealt with successfully, provided they are identified during the early stages and referral is made to an appropriate helping resource. The parties also recognize that to the extent that some problems may influence work performance, they are a legitimate concern of both the Administration and the Union. Recognizing the desirability of having a coherent policy for dealing with unsatisfactory work performance brought about by any of the foregoing, the parties agree that the following process should be initiated if the Dean or Director to whom a member is responsible feels that the member's work performance is unsatisfactory.

- 1) The Dean or Director will discuss the member's work Performance with the member. This interview serves to establish the fact that the Dean or Director is aware of deteriorating job performance and expects the employee to resolve any problems that may be affecting ability to perform

assigned duties as defined by the Collective Agreement. This meeting may be held with or without Union representation.

2) If, in the opinion of the Dean or Director, the problem persists, a second interview may be held in which the Dean or Director will again point out the deficiencies in job performance and urge the member to seek help if this seems appropriate. This meeting should be conducted with a Union representative in attendance.

3) If, in the opinion of the Dean or Director, the member has still not taken the necessary action to bring his/her job performance up to an acceptable level, a third interview will be held with a Union representative in attendance. At this time an appointment will be made for the member with the appropriate professional(s) specified by the parties. Further, such professional(s) may specify a program of treatment, counselling, etc. for a member and participation in this program will be mandatory. Failure to keep the appointment with the doctor specified or to participate in the treatment program outlined will result in normal disciplinary action being taken under the terms of the Collective Agreement. This action may include the initiation of dismissal procedures. If, however, the member follows the prescribed program the employer will continue to pay the member's salary for a reasonable period of time while the member is engaged in treatment and will allow a reasonable period of time for the member's job performance to return to a satisfactory level.

THE **PARTIES** AGREE that the foregoing procedures are not disciplinary in nature and that an employee's job security, evaluations and promotional opportunities are not jeopardized by his/her request (or that of the Dean's) for diagnosis and treatment.

THE PARTIES RECOGNIZE that the foregoing procedures will not be applicable in all cases of unsatisfactory job performance and thus the completion of the aforementioned steps is not required prior to any disciplinary action being taken under the Collective Agreement. On the other hand, where these procedures are appropriate and applied accordingly, the provisions of the Collective Agreement still apply and any disciplinary action taken must be in accordance therewith. The parties hope, however, that where they are appropriate these procedures will result in persons obtaining the necessary help needed to again function as valuable members of the Brandon University community.

### **20.18 POLITICAL LEAVE**

It is appropriate that members run for election for municipal office, for the Legislature, or for Parliament. A member is entitled to 4 weeks paid leave in the period from the issuance of the writ to the election itself to participate as a candidate for election to the Legislature or Parliament. He/she is expected to arrange the leave with his/her Dean with as little dislocation as possible to the functioning of his/her department.

## **20.19**

If elected, the member shall be granted leave of absence for the term **of** office. Should he/she be elected for subsequent terms **in** the Legislature or Parliament that extend beyond 6 years, then after the sixth year, his/her appointment and leave terminate, but he/she shall be given a priority position for the first opening in his/her area of competence.

## **20.20**

During the period of his/her leave as **an** elected representative, a member shall be entitled to the normal rights of leave such as the right to continue to make payments to the pension plan (although not to claim payments from the University), and to continue to make his/her **own** contributions for any other benefit plans as well.

## **20.21**

These conditions ought to be **looked** upon as being minimum conditions and ought not to preclude the possibility of making other mutually acceptable arrangements, as, for example, arrangements for part-time teaching where it is practicable.

## **20.22 SPECIAL LEAVE**

Special leave is leave granted by the Employer with full or partial pay and which **is** not dealt with by other clauses **of** this article. This clause provides the necessary flexibility to allow consideration of all applications for leave, as, for example, applications by instructional associates for study leave. The conditions of special leaves **will** be agreed to by the member, the Employer **and** the Union after consultation with the Dean and the Department concerned.

## **20.23**

Leave granted under clause 20,22 shall be accompanied by a statement as to whether the leave period is declared by the University to be for the same purpose as sabbatical leave as defined in clause 20.25. **If** the special leave is declared to be for the **same** purpose **as** sabbatical leave, the member's accumulated years of service accredited toward sabbatical **leave** at the completion of the special leave shall be nil. **If** the special leave is not declared to be for the same purpose as sabbatical leave, the: years accredited toward sabbatical leave at the completion **of** the special leave will be **the** years accredited toward sabbatical **leave** at the commencement **of** the leave. **A** member who takes a special leave which has been declared to be for the same purpose as sabbatical leave, may not subsequently grieve the declaration. Members on special leave shall receive annual salaries on return which include the total increases granted whilst they were on special leave.

#### **20.24 MATERNITY LEAVE**

Female members on full-time appointments shall be entitled to a maximum of 3 months maternity leave with **full salary** and benefits. The Employer may require a medical certificate specifying the expected date of delivery or a certificate from the adoption agency before granting leave under this clause. Where possible, arrangements for maternity leave shall be made at least 3 months before the beginning of the academic term in which the leave will be taken. A member who has taken a maternity leave is under **an** obligation to return to Brandon University for a period of time equal in length to the duration of the maternity leave. The normal workload for members on Maternity Leave during the academic year shall be in the range of two-thirds to three-quarters of that **person's** workload. Such a reduction in the teaching workload would normally only apply **to** Maternity Leaves taken in the fall and winter terms, Exceptions to this would occur if a member had been assigned to teach in the Spring or Summer and the Maternity Leave is to be taken at that time.

Consideration shall be given to applications for paternity leave.

#### **20.25 SABBATICAL LEAVE**

Sabbatical leave is a benefit provided to enable members to maintain their effectiveness as teachers, scholars, and professionals. A sabbatical leave is for the purpose of scholarly and creative activity and/or of professional development, to the benefit not only of the leave-taker, but also of Brandon University and of the academic community in general,

#### **20.26**

Eligible members requesting a sabbatical shall make application in writing to the Dean by March 1st of the year prior **to** the beginning of the academic year for which the sabbatical leave is requested.

#### **20.27**

The application shall include **a summary** of scholarly and professional activities undertaken by the member during his/her most recent leave (see clause **20.35**) as well **as** a detailed statement of plans (namely goals and objectives, methodology and expected outcomes of the research proposed) for the entire period of the sabbatical leave and shall indicate the benefits which shall accrue to the applicant, to the institution, and to the academic community. Applications shall be submitted on the appropriate form.

#### **20.28**

The Department of the applicant shall meet with the applicant and make a recommendation based on 20.25 by April 1. The Dean/Director shall meet with the applicant and forward the application, the department's recommendation, and his/her own recommendation to the President by April 15.

## 20.29

- a) **The** Employer shall provide paid Special Leaves and Sabbatical Leaves **for** a full year for 13 members (or equivalent) in any one year, provided that there are that many members entitled to such leave under the provisions of this article. For the members employed in the Special Programs, the Employer shall provide paid Special Leaves and Sabbatical Leaves for a full year for 1 member (or equivalent) in any 1 year, provided there is (are) **member(s)** entitled to such a leave under the provisions of this article.
- b) Members **will** be permitted to apply for a sabbatical over a two year period. In that event, seniority toward a **future** sabbatical shall be counted from the time of return **from** the second half of the sabbatical but shall include the period of service between the two sabbatical halves.
- c) **A** member may opt to apply for a one-half sabbatical leave after **six** years of service. Should this option be approved, the member shall be entitled to receive 100 per cent **of** salary and benefit. **If** this option is taken, the member will be deemed to have received the equivalent of a full sabbatical.

## 20.30

Ordinarily, no more than 1 member from a department of 4 or fewer eligible members, 2 members from **a** department **of** 5 to 9 eligible members, 3 members **from a department of 10 to 14** eligible members, **and** 4 members from a department of 15 or more eligible members shall be on paid leave other than sick, compassionate, or maternity leave at any one time. The Employer may permit these quotas to be exceeded.

## 20.31

If necessary, members shall defer their sabbatical leaves in order to meet the requirements of clauses 29 and 30. Members shall defer leaves in the order:

- a) **those** who last were **on** sabbatical or similar (as defined in clauses 20.23 **and** 20.25) leave, **and** if (a) does not solve the problem, then
- b) those with the least seniority.

## 20.32

Members who **defer** their sabbatical leave in order to meet the requirements of clause 29 or clause 30, shall not forfeit the leave credits which they have accumulated. The excess service **due to** the application of clause 29 or clause 30 shall be credited against a subsequent sabbatical leave.

### **20.33**

The President shall submit his/her decisions to the Board of Governors for ratification and shall inform the applicants by 31 May. Refusals shall be accompanied by reasons.

### **20.34**

Once leave has been granted, it is expected that it will be taken. Only under extraordinary conditions may the applicant cancel the leave by notifying the Dean at least 8 months prior to the commencement of the leave. It is the responsibility of the member to notify the Dean in writing of any changes in plans and to consult with the Dean on these changed plans.

### **20.35**

A member shall submit to his/her Dean within one month after his/her return from sabbatical leave a full written account of the scholarly and professional activities undertaken during that leave. This report and scholarly and creative activities [as defined by 8.2 (c)] during the sabbatical or during the period following the sabbatical shall be taken into account by the Dean and the department in evaluating applications for a subsequent sabbatical leave.

### **20.36**

A member who has taken a sabbatical leave is under an obligation to return to Brandon University for a period equal in length to the duration of the sabbatical leave or to reimburse the University an amount equal to his/her salary while he/she was on leave. This requirement may be waived by mutual agreement of the member and the Employer.

### **20.37**

Tenured members are eligible for a full sabbatical leave after 6 years and for a half sabbatical leave after 3 years of service at Brandon University. Service to be counted as time towards a sabbatical must be uninterrupted by a sabbatical or by any other leave declared by the University to be for the same purpose as sabbatical leave, A member shall be entitled to count similar previous service at any recognized university toward a first sabbatical leave at Brandon University. Such service shall be counted 2 years elsewhere as 1 year at Brandon University to a maximum of 2 years toward a full sabbatical leave and 1 year toward a half sabbatical leave and shall be stipulated in the original letter of appointment. The excess service due to the application of clause 29 or clause 30 shall be counted as accumulated service towards sabbatical,

### **20.38**

A full sabbatical leave shall be from 1 July to 30 June next and a half sabbatical leave from either 1 July to 31 December next or 1 January to 30 June next or as agreed by the Employer and the member.



### **20.39**

A Member's salary while on sabbatical leave shall be 80% of his/her annual salary in effect during the sabbatical period, with the Employer continuing benefit payments at base salary rates (however, see 20.29c).

### **20.40**

If (a) a Member's sabbatical salary, plus (b) other income arising out of the sabbatical leave, exceeds (c) his/her base salary at Brandon University plus reasonable travel and additional living costs for himself/herself **and** his/her dependents, then the Employer shall reduce a) until  $a+b=c$ . Any monies recovered under this clause shall be dedicated to research at Brandon University.

### **20.41**

A Member may apply to receive part of his/her salary as a research grant.

### **20.42**

A Member going on sabbatical leave shall be encouraged to apply for financial assistance from external sources. Entitlement to leave, however, shall not be dependent upon receiving such assistance.

### **20.43**

Members on sabbatical or special leave shall not participate in Brandon University activities (for example, university committee work, Pension Trustees committee responsibilities, teaching on a sessional basis) other than those for which the sabbatical was given. However, if the Member's department requires a decision which **is of** a substantive nature and the Member is available, the Member may attend meetings called for that purpose. Should the Member not be available locally, he/she may be requested, or required, to vote by mail on important decisions (these include parts of the program that affect his/her teaching load, selection of a department chair **and** others as determined by the department). Every effort shall be made to notify the Member in advance of such decisions.

## **ARTICLE 21: COPYRIGHT**

### **21.1**

The Employer acknowledges that it has no interest in the sense of ownership or part ownership in any printed work, lecture notes, work **of art**, computer programme, or recorded work (for the purposes of this article "recorded work" **means** any recording, whether audio or video, made by means of tape, film, phonograph, kinescope, software or other similar medium and including any notes or other matter which accompany the medium) **of** a member unless special arrangements

have been made with the member. Such special arrangements can only be made by completing the Copyright Licence Agreement in Appendix E.

## **21.2**

The completion of a Copyright Licence Agreement supersedes all provisions of this article,

## **21.3 INTERNAL USE OF RECORDED WORKS**

The internal use of any recorded work produced by a member shall be under his/her control. If the production of the work was funded directly by the University or was produced using University facilities at substantially below local commercial rates, the member shall not be reimbursed in addition to his/her ordinary salary for its use in any credit course which is part of his/her regular teaching load., Payment for all other internal use of his/her recorded work shall be at rates agreed by the parties.

## **21.4**

The in-house use of recorded works shall not constitute part or all of the justification by the Employer for any reduction in the complement of the department of the member who produced the material **and** shall not constitute part or all of **the** justification for any lay-offs or terminations of contract.

## **21.5 EXTERNAL USE OF RECORDED WORKS**

External use of recorded works shall be subject to the agreement of the Employer, which agreement shall not be unreasonably withheld.

Unless otherwise agreed by the parties, all rents and other proceeds from the use outside the University of recorded works (except that separately contracted for) shall, after deducting the expenses incurred in that particular use of the recorded material (but not including production costs), be distributed 40% to the Employer and 60% to the member. The amount of rent and fees for such external use shall be established by agreement between the parties.

## **21.7**

Producers and other members of the audio-visual production staff in their role as producers have no rights over recordings produced by them on behalf of the University.

## **21.8**

The Employer shall store all recorded works which were made by a member for use at the University and shall exercise reasonable care to ensure that such works are not damaged, erased, or copied without the authorization of the member. The Employer retains ownership of the stock

on which the recorded work was made. The member may acquire the work by replacing the stock.

#### **21.9**

The Employer shall not erase, copy, amend, edit, use, or permit the use of a member's recorded work without the written permission of the member.

#### **21.10**

Whenever the Employer or member uses the recorded material, all reasonable steps shall be taken to ensure that those to whom the recorded material is shown or played are aware of the identity of the University and of the member.

#### **21.11**

If **the** member believes that the recorded work is unsatisfactory for use due to dating or some other good reason, he/she may amend it or may require its use to **be** withheld.

#### **21.12 SEVERABILITY OF RECORDED WORKS**

Where more than 1 member have **an** interest in a recorded work, any member may obtain exclusive interest in the work by paying to the others **a sum** to be agreed among them, in which event the others shall have no further interest in that recorded work.

#### **21.13**

Where more **than** 1 member have **an** interest in a recorded work, each member may exercise his/her rights under this article with respect to his/her contribution, provided that it **is** severable.

#### **21.14**

A contribution is severable for this purpose if it could be erased without destroying **the** value of the **other** contributions to the same recorded work or **if** it could be replaced in the work by another contribution by someone else.

#### **21.15 ESTATES**

If a member's appointment with the University **is** suspended **or** terminated, his/her rights under this article shall continue during his/her lifetime.

#### **21.16**

When a member or former member dies, his/her estate shall retain all of his/her rights under this article.

## **ARTICLE 22: PATENTS**

### **22.1 DISCLOSURE OF PATENT APPLICATIONS**

Any member who has applied for a patent, whether or not the invention, device, substance, or process was developed with University support, shall file a copy of the patent application with the President.

### **22.2**

Disputes as to whether an invention, device, substance, or process **was** developed with or without University support shall be settled by the arbitration procedures of article 6.

### **22.3 INVENTIONS, ETC. DEVELOPED WITHOUT UNIVERSITY SUPPORT**

The Employer acknowledges that it has no interest in the sense of ownership or part ownership in any patentable or potentially patentable invention, device, substance, or process developed by a member wholly on his/her own time and without the use of University facilities, even though it falls within the field of competence relating to his/her University position. For purposes of this provision, a member's "own time" shall be taken to mean time other than that devoted to normal and assigned functions in teaching, University service, direction and conduct of research on University premises, and utilizing University facilities. The term "University facilities" shall be taken to mean any facility available to the member as a direct result of his/her affiliation with Brandon University and which would not be available to a non-Brandon University-affiliated individual on the same basis.

### **22.4**

The member shall bear all costs in obtaining such patents.

### **22.5 INVENTIONS, ETC. DEVELOPED WITH UNIVERSITY SUPPORT**

The patent for any invention, device, substance, or process developed with University support shall belong to Brandon University and the inventor shall assign such patent applications or any patents resulting therefrom to, or **as** designated by, the Employer.

### **22.6**

With respect to any patent obtained by or through the Employer or assigned to it in accordance with the foregoing provisions, the Employer, in recognition of the meritorious services of the inventor and in consideration of his/her agreement that the invention shall belong to the University, will make provision entitling the inventor and his/her heirs or legatees to a share in any proceeds from the management and licensing of such patent to the extent of 50% of the gross royalties (after direct patent costs) paid under the patent, unless this exceeds the limits fixed by applicable regulations of a relevant sponsoring agency, which will control in such cases.

## 22.7

Any revenue which the Employer may receive as a result of the provisions of this article shall be dedicated to research.

## 22.8

The Employer shall bear all costs in obtaining such patents.

## ARTICLE 23: UNIVERSITY RESEARCH COMMITTEE

### 23.1

All Brandon University-based research funds as well as General Research grants from NSERC/SSHRC earmarked for the support of research at Brandon University shall be administered by a Research Committee composed of:

- Two members elected by and from each of the Faculties of Arts, Science, Education, and Music,
- One member elected by and from among members in Student Services, Office of Extension, and the Library, and
- a Two Deans/Directors/Vice-President or Members appointed by the President.

Members shall be elected for a 3-year term (faculties are encouraged to avoid appointing both of their members in the same year). In the event of a member of the Committee being on leave for 6 months or more, he/she shall resign from the Committee and a new member shall be elected. Members who, by reason of other commitments, cannot attend meetings may delegate their responsibilities to a temporary replacement. If in the committee's judgement, the work of the committee is suffering from a lack of participation, the committee shall be empowered to remove members who have missed more than two consecutive meetings and request a replacement from the area concerned.

### 23.2

The Committee shall elect its own chairperson, establish its own procedures, and develop criteria for the administration of the funds which are just and equitable and consistent with the objective of nurturing and stimulating research and scholarship at Brandon University. These guidelines shall become a public document available to all applicants for BURC funding.

### 23.3

The Brandon University Research Committee shall maintain records and deposit in the Vice-President Office copies of all proceedings, statements and correspondence related to the

committee's policies and the awarding of grants. This material will be made available to BUFA upon request.

#### **23.4**

The committee, or its designate, shall review the amount of salary which a member wishes to be recorded as a research grant while on sabbatical or special leave. Any such amount is subject to assessment by Revenue Canada. The committee is not responsible in any way for the results of such assessment or any discrepancy between the amounts approved by the committee and the amounts which may be approved by Revenue Canada.

#### **23.5**

Applicants whose applications are rejected by the Brandon University Research Committee shall have recourse to an appeals procedure. Notice of an appeal must be submitted to the Chair of the Brandon University Research Committee no later than one month after the applicant is notified of the decision. Within one week of receiving notice of appeal, the Chair shall strike an Appeals Committee, Members of the Appeals Committee should be selected in light of research experience and expertise. The committee will consist of:

- One member appointed by BUFA,
- One appointment by the President, and
- A Chair chosen by the two appointed members.

The Appeals Committee shall establish its own procedures taking into account the provisions of this Article and the published policies and procedures for grant applications of the Research Committee. Should the appeal be upheld, the appellant will either be given first priority for funding at the next competition or other appropriate remedies identified by the Appeals Committee.

The decision of the Appeals Committee shall be final and binding on all parties. The Appeals Committee shall communicate its decision and its reasons in writing to the appellant and the Chair of the Brandon University Research Committee within one month of hearing the appeal.

### **ARTICLE 24: CORRESPONDENCE**

A copy of each and every piece of correspondence passing between the Union and the Employer shall be sent to the designated Office of the President of the University and the Office of the President of the Union. Where written notice is specified in this collective agreement, the Brandon University internal mail system will be deemed adequate means. Where receipted delivery is specified, a handwritten receipt signed by the member concerned or by the officer of the University or his/her secretary is adequate, or, where this is not practical, ordinary registered mail shall be used.

## **ARTICLE 25: DEPARTMENT CHAIRPERSONS**

### **25.1**

For purposes of this article, "department" refers to the subject areas in the Faculties of **Arts**, Education, and Science, and to program areas in the School of Music. In Faculties offering Masters **degree** programs, the Chairperson of Graduate Program(s) is considered equivalent to a department chairperson.

### **25.2**

**The** function of the Department Chairperson at Brandon University is to coordinate, facilitate, and expedite matters pertaining to the operation of the department, to ensure that departmental policy decisions are carried out, and to demonstrate initiative and leadership in the conduct of departmental business.

### **25.3**

Responsibilities of Department Chairpersons are of 2 types:

- a) those that require transmission or implementation of the collective decisions made by a majority vote of all members of the department, **and**
- b) those that normally do not require consultation with members of the department.

For example, the determination of departmental course offerings, recommendations concerning **appointments, dismissals**, tenure, promotion, workload, and budget are type a) responsibilities.

### **25.4**

Department Chairpersons shall be selected by procedures established by faculty councils. Such procedures must satisfy the following criteria:

- a) selection must be by majority vote of a committee chaired by the Dean; department members shall form a majority of the committee; the Dean may vote only to break **a** tie;
- b) terms of office may not exceed 3 years; there is no limit to the number of terms a Chairperson may serve;
- c) **in the** event a Chairperson would be on leave for more than 3 months, a new Chairperson shall be selected;
- d) during **his/her** term, **a** Chairperson may be removed from office by a Review Committee similar to the selection committee which appointed him/her; the Dean shall strike **a** Review Committee at the request of 2 members of the department or on **his/her** own initiative.

### **25.5**

The Director of Athletics shall be selected by procedures established by the Athletic Directorate. Such procedures shall satisfy the following criteria:

- 1) The chairperson of the Athletic Directorate shall Chair the Selection Committee,
- 2) The members drawn ~~from~~ the Athletic Directorate shall form a majority of the committee.
- 3) Term ~~of~~ office shall be 3 years; there shall be no limit to the number of terms a Director may serve.
- 4) In the event a Director ~~is~~ on leave for more than 3 months, a new Director shall be selected.
- 5) During his/her term, a Director may be recalled from office by a Review Committee similar to the Selection Committee which appointed him/her. The Chairperson shall strike a Review Committee at the written request of 2 members of the Physical Educational and Recreation Department and 3 members of the Athletic Directorate, none of whom may subsequently serve on the Review Committee.
- 6) The function of the Athletic Director ~~is~~ to ensure that the University's policy decisions ~~are~~ carried out and to demonstrate initiative and leadership in the conduct of the Athletic Program.

## 25.6

The Coordinator of the Bachelor of General Studies program shall be selected by a committee composed of the following members:

- the ~~Chair~~ of the General Studies Committee of the Brandon University Senate;
- one Dean appointed by the President;
- five representatives, one elected by and from the Faculties of **Arts**, Science and Education, the School of Music, and Student Services;
- ~~the Vice-president as~~ Chair.

The term of office for the Coordinator of the Bachelor of General Studies program shall be three years (renewable).

## ARTICLE 26: DURATION AND CONTINUANCE OF THE AGREEMENT

### 26.1

This Collective Agreement shall be for two years from 1 April 1993 to 31 March 1995.

### 26.2

Notice to bargain for a renewal of this collective agreement with or without modifications or for the making of a new collective agreement shall be given in accordance with the provisions of the Manitoba Labour Relations Act.



### 26.3

During negotiations, all articles which have not (at the time of declaring as provided in clause 2) been declared open for negotiation by either **party** shall continue in force during negotiations unless there **is** a strike or lockout.

### 26.4

In accordance with the provisions of the Manitoba Labour Relations Act, December, 1976, Chapter L10, Part IV, section 77(2), page 48:

- a) **The** Union shall not declare or authorize a strike by members while this collective agreement is in force;
- b) The Employer shall not declare or cause a lock-out of members while this collective agreement **is** in force;
- c) No member shall strike while this collective agreement is in force.

### 26.5

In the event of a strike or lock-out, members who require access to University facilities in order to prevent irreparable damage (such **as** the loss of life and/or decomposable materials) shall prevent such damage. Requirements for such access shall be made **known** to the **Dean** prior to any strike or lock-out.

### 26.6

If, during the term of this collective agreement, the parties hereto agree on **an** addition to, an amendment of, or **an** interpretation of any of the provisions of this collective agreement, **the** same may be added to this collective agreement in the form **of** a supplement hereto, and shall there after become **part of** this collective agreement. Nothing in this clause shall be deemed or in any manner construed as providing either of the parties with a right, additional to that provided above, to require the other **party** to commence collective bargaining.

## ARTICLE 27: SENIORITY

### 27.1

A seniority list which places all members shall be established by **the** Union using the following method:

- a) members with earlier dates of appointment are senior to those **with** later dates;
- b) if 2 members have the same date of appointment, then the older is the senior;
- c) if a) and b) are equal, then the ranking will be determined **by** random selection.

**27.2**

An academic administrator and the Senate representatives on the Board of Governors who are excluded from the bargaining unit by virtue of holding such an appointment and who would otherwise fall within the scope of the bargaining unit described by Certificate No. MLB 3976 shall, at the termination of that appointment, immediately be a member as if he/she had been a member continuously throughout the duration of such appointment.

**27.3**

Time spent on political leave will not accrue to seniority.

**27.4**

Members on lay-off in accordance with article 14 retain their seniority, but time while laid off shall not accrue to seniority.

**27.5**

Members whose employment terminates in accordance with article 15 and who are later re-employed within the bargaining unit shall regain their former seniority, but time while terminated shall not accrue to seniority.

**27.6**

Seniority shall be pro-rated for part-time members.

**ARTICLE 28: ACADEMIC ADMINISTRATORS**

**28.1**

This Article shall apply only to those academic administrators who hold academic rank, who would be members of the bargaining unit were it not for the fact that they hold administrative positions which exclude them from the bargaining unit.

**28.2 PROMOTION AND TENURE**

No internally selected academic administrator shall receive tenure or promotion as a condition of employment in administration. The consideration of promotion and tenure of such academic administrators during their term of office shall be in accordance with Articles 12 and 13 of this Agreement.

**28.3 ENTRY AND RE-ENTRY INTO THE BARGAINING UNIT**

All such academic administrators who were members of the bargaining unit before being excluded by virtue of their administrative position may re-enter the bargaining unit upon completion of their term of office.

**28.4**

Those academic administrators who were not members of the bargaining unit before taking up their administrative positions, shall be admitted to the bargaining unit provided that the department to which the academic administrator will become a member upon return to the bargaining unit will have had an opportunity to meet with the candidates on an individual basis (using similar procedures as for Departmental selections) and shall recommend rank and type of appointment (i.e. tenure) to the Search Committee. Should the Search Committee's recommendation to the Board be different from that of the department it shall state reasons for the difference in its report to the Board. .

**28.5**

All such academic administrators who have entered or re-entered the bargaining unit according to the terms of Articles 28.3 or 28.4 shall henceforth be governed by this agreement and enjoy all the rights, privileges and duties of members, subject only to the restriction that they may not grieve on any issue arising from their former administrative position.

**28.6 ADMINISTRATIVE LEAVES**

Such academic administrators shall not be eligible for sabbatical leave during their terms of office but may be granted administrative leaves on such terms as may be determined by the Board. If such an administrative leave is taken at the end of the administrative term, no seniority towards a future sabbatical leave shall be carried into the unit on entering or re-entering it. If such an administrative leave is not taken, the service as academic administrator shall count as accrual for sabbatical leave. In addition an academic administrator who has accumulated a number of years as a member prior to entering administration will be entitled to accrue those years toward a future sabbatical upon re-entering the bargaining unit. Should an administrator not receive an administrative leave and apply subsequently for a sabbatical leave, the latter may be granted but only in addition to the number of leaves earmarked by the University according to the provision of Article 20.30.

**28.7**

No tenured or probationary member shall be displaced from the department/ School by the entry or re-entry of former academic administrators.

**28.8**

Employees who are currently excluded from the bargaining unit by virtue of their administrative employment will drop their Administrative stipend when they return to the bargaining unit and shall receive the salary they would get had they been in the bargaining unit throughout,

**28.9**

Academic administrators who teach shall participate as full members of their departments.

**ARTICLE 29: JOINT ADMINISTRATIVE COMMITTEE**

**29.1**

A joint committee consisting of 3 representatives of each party shall be established. Either party may at any time, but with 7 days written notice, replace any of its representatives.

**29.2** FUNCTIONS

Without prejudice to the functions and responsibilities of the various duly constituted bodies of the University, the joint committee shall concern itself with the following general matters:

- a) the administration of the collective agreement;
- b) the timely correction of conditions which may give rise to misunderstandings and grievances.

**29.3**

Nothing in the foregoing shall prevent the parties from agreeing to expand on a parity basis the joint committee or to form sub-committees thereof in order to expedite its proceedings.

**29.4** PROCEDURES

The joint committee shall meet as necessary. Either party may call a meeting on 7 days written notice. The parties shall exchange agendas at least 48 hours prior to any meeting. Two members of the committee representing each party must be present to constitute a quorum. Decisions of the committee shall, when initialled by all committee members, constitute Memoranda of Agreement between the parties. Such memoranda may interpret but may not amend the collective agreement.

**29.5**

Job descriptions for those Instructional Associates, Professional Associates and Administrative Associates who are currently without them are to be referred to the joint committee within six months of the signing of this agreement.

### **ARTICLE 30: POSITIVE ACTION TO IMPROVE THE STATUS OF WOMEN**

- a) The parties to this agreement **are** committed to the objective of equal opportunities for women in the university community and, recognizing the systemic discrimination to which women have been subjected in the past, the parties are specially committed to improving the status of women in the university to achieve such equality.
- b) A review committee on the status of women shall be established, consisting of: one member of the BUFA Executive, ~~one~~ member of the Board of Governors, one administration representative, one academic member from each faculty. Review committee members must be committed to establishing equity for all members of the university.
- c) Factors which differentiate on the grounds of sex may not be used to justify any salary differential. Within the framework of the university's salary policy based on rank, experience, merit and market factors as reflected in articles 7, 8, 27, 30 of this agreement, members of the academic staff are entitled to equal pay for work of equal value without regard to sex. If through the grievance procedure the employer is found to be in violation of this clause, the salary of the lower paid employee(s) shall be increased to the salary of the higher paid employee(s).
- d) The following articles of this agreement in particular, form part **of** this commitment to the **objectives of equal opportunities for** women and men and are to be interpreted accordingly:
  - i) non-discrimination, with particular reference to the grounds of sex and family status: article 4,
  - ii) sexual harassment: article 31,
  - iii) maternity and adoption leave: article 20,
  - iv) conditions **of** part-time, sessional **and** term appointments, articles 7 **and** 10.
- e) Each faculty or unit will be responsible for establishing reasonable goals for the hiring of women where there are serious imbalances in the composition **by** sex of the membership of the faculty unit. These goals shall be set by December 31, 1988.
- f) Subject to goals being achieved and prior to making any initial term, continuing, probationary or tenure appointments, **the** employer shall make a positive attempt in good faith to recruit women candidates. In addition to the citations in Article 7, Appointments, this shall include:
  - i) contact with the persons chairing relevant university departments in Canada requesting the names of possible candidates **and** specifically asking them to suggest names of men and women candidates;
  - ii) contact asking for suggestions from organizations within the profession or discipline which specifically represent the interests of Women in the profession or discipline; the names of these organizations shall be provided by the Union to the University;

iii) contact requesting nominations from all women members of academic staff in the academic unit and related disciplines within the university.

g) Evaluation of candidates shall be based on objective job-related criteria. The candidate who is clearly best shall be recommended, but where no male candidate is clearly better, then the best female candidate shall be recommended until the academic unit has met the employment goals established under (e) above.

In the evaluation of candidates for appointment, applicants shall not be disadvantaged by reason of career interruptions caused by family responsibilities.

h) Upon approving a recommendation, the dean shall certify in writing to the review committee that the academic unit or its appointments committee fairly reviewed the applications of all candidates, that the best candidate was chosen, or that, in the circumstance where no male candidate was clearly better than the best female candidate, the best female candidate was chosen when the academic unit had not met its employment goals. Where these criteria have not been met, the dean shall reject the recommendation from the selection committee.

i) Any alleged violation of the provisions of this article or any decision of the dean to reject a recommendation for appointment under this article, may be grieved by any member of the faculty concerned or by **any** member of the review committee who is a member of the bargaining unit. **Any** such grievance is subject to the grievance and arbitration procedures under article 6. Nothing in this clause affects the right of the association to grieve such matters.

j) Where **a** grievance relating to a recommendation for appointment under this Article is submitted to arbitration, the arbitrator shall decide the merits of the recommendation for appointment, and not merely whether proper procedures have been followed. The arbitrator shall ascertain whether or not the criteria were met and whether or not the best candidate was recommended. The arbitrator shall admit expert testimony from persons in the profession or discipline with respect to issues relating to the qualifications of candidates. The arbitrator may provide **an** appropriate remedy, including **an** order that the recommended candidate be appointed or **an** order that the academic unit make a new recommendation.

k) Where any person or body, including the Board of Governors, exercises any discretion to reject a recommendation for appointment approved by a dean, such discretion shall be exercised in accordance with the letter and spirit of this article. Any such rejection of a recommendation for appointment may be grieved **mutatis mutandis** as if it were a rejection of a recommendation by a dean under (i) (above).

l) The review committee shall review actions taken to improve the status of women in the university community, and in particular the development and implementation of the hiring goals required for academic units. It is also responsible for ongoing reviews to ensure that there is no discrimination based on sex in salaries, the process of securing tenure, promotion, the granting of sabbaticals or research grants. The review committee shall conduct a major

review of such matters within one year of the signing **of this** agreement **and** a similar retrospective review of **five-year** intervals thereafter. The review committee shall report at least annually to the parties to this agreement. Its reports shall include an assessment of the progress being made towards the objectives of this article. The review committee may assist academic units in establishing outreach programs to ensure equal access of women **and** men to all university programs.

The employer and BUFA shall provide the review committee with adequate resources, including access to legal counsel independent of the university's solicitor in **any** case involving **any** possible conflict of interest. Costs will be shared equally between the parties.

## **ARTICLE 31: SEXUAL HARASSMENT**

### **31.1**

Sexual harassment is defined as sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature when:

- a) submission to such conduct is made, either explicitly or implicitly, a term or condition of **an** individual's employment, academic status or academic accreditation;
- b) submission to or rejection of such conduct by an individual is used **as** the basis for decisions affecting any term or condition of an individual's employment, academic status or academic accreditation; or
- c) such conduct **has** the purpose or effect of interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive working or academic environment.

### **31.2**

For purposes **of** this Article, a member may be the alleged harasser or the victim of alleged harassment.

### **31.3**

This article shall not **be** construed so as to inhibit freedom of expression or consensual social or sexual relationships. A member who is involved in, or is entering into consensual relationship which the member is concerned may relate to matters dealt with in this article may advise the dean or those concerned and ask the dean to relieve him/her of **any** related supervisory or evaluative role. **The dean shall make** every reasonable effort to meet such a request.

### **31.4**

The parties agree that sexual harassment **as** defined herein is an abuse **of** professional authority and may be the **subject of** discipline. The parties further agree that individuals who perjure

themselves during disciplinary hearings or make false and malicious accusations may be subject to disciplinary action themselves.

### **31.5**

Complaints of sexual harassment shall **be** directed to the Officer, **as** defined by University policy. The Officer shall investigate the complaint and mediate. All investigations and mediations at **this** stage shall be kept in strict confidence. In the event the complaint is not settled, the Officer will make recommendations to all the parties involved.

### **31.6**

Discipline for sexual harassment shall only be imposed in a situation involving professional or supervisory relationship of an academic, counselling or administrative character to which a student, **an** academic, support or administrative staff member, or another member of the university community is subject.

### **31.7**

Any discipline imposed on a member for sexual harassment shall be subject to the grievance and arbitration procedure. No one involved in the dispute as a mediator under 5 shall be **a** competent or **compellable** witness in the arbitration. No evidence shall be given or received as to statements made during the mediative procedures under 5. In the event that the penalty is removed in the grievance or arbitration procedure, at the member's request all reference to the complaint of sexual harassment shall be removed from her/his personnel file, and placed in an appropriate archive with access provisions acceptable to the parties.

### **31.8**

Any complaint of sexual harassment which is not resolved **by** the procedure in 5 may be subject to the grievance and arbitration procedure. No one involved in the dispute as a mediator under 4 shall be a competent or compellable witness in the arbitration. No evidence shall be given or received as to statements made during the mediative procedures under 5.

## **ARTICLE 32: PRINTING AND DISTRIBUTING THIS AGREEMENT**

The Employer agrees, **as** soon as possible following ratification of this collective agreement by **the** parties, to have the collective agreement printed, to distribute 1 copy to each member, to send 10 copies to the Union offices, and to make additional copies available at cost.



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**ARTICLE 33: SALARIES AND BENEFITS**

Salaries and benefits for the period covered by this collective agreement shall be as listed in the appendix,

## **Appendix A: LETTER OF APPOINTMENT**

Items to be referred to in appointment letters. Items in category **A** will be included in all letters. Items in category **B** will be included only in those letters where they are applicable.

### Category A

1. Name and address.
2. Type of appointment (full-time, part-time, sessional).
3. **Type** of appointment (term, probationary, tenured, continuing),
4. Effective dates.
5. **Rank.**
6. **Salary.**
7. Method of salary payment.
8. Dates of salary payment.

### Category B

1. Recommended by:
2. Faculty, department and project.
3. Position title.
4. Workload, e.g. course name and number for sessional appointments.
5. Location.
6. Northern Allowance, Centre Co-ordinator Allowance, Travelling Professor Allowance, Distance Compensation.
7. Moving Allowance.
8. Minimum enrolment cancellation clause.
9. Allowance termination clause if workload changes.
10. Immigration approval clause
  - a) Clause re necessity of subsequent immigration clearance, for e.g. "on a year to year basis".
11. Salary clause if contract offer made before salary settlement for appointment after settlement.
  - a) **Salary** = x subject to increase
  - b) **Salary** = x not subject to increase
  - c) **Salary** = Step x on the (rank) scale
12. Responsible to:
  - a) academically
  - b) administratively
13. Clause for shared appointments re sessionals.
14. Clause for team taught course re sessionals.
15. Minimum contact hour clause.
16. Restrictions on remuneration if additional contact hours are offered,

17. Provisions for reduced term appointments, if such a mechanism is adopted.  
Special clauses required re:
  - a) Workload
  - b) Salary
  - c) Pension
  - d) Group Life
  - e) Disability
  - f) Sabbatical

**Some** or all may be defined in the Collective Agreement.
18. Statement as to whether appointment is a post-retirement appointment.
19. Clause re replacing Faculty members on leave.
20. Any leave of absence provisions or special leave provisions which are part of the **offer**.
21. Benefit Plan eligibility.
22. Sabbatical credit from previous University recognized at Brandon University.

## **Appendix B: JOB DESCRIPTIONS OF PROFESSIONAL ASSOCIATE POSITIONS**

These job descriptions may be amended from time to time by the Employer after consultation with, and the approval of, the incumbent and the Union (such approval shall not be unreasonably withheld).

### **B.1 LIBRARY POSITIONS**

These job descriptions are written in terms of library functions, which are:

- a) Administration--the overall management of library activities; may be viewed as having planning, staffing, organizing, directing, and controlling aspects;
- b) Selection--choosing materials to be added to and removed from the collection;
- c) Acquisition--procuring selected materials;
- d) Cataloguing--preparing acquired materials for reference and bibliography;
- e) Processing--preparing catalogued materials for circulation;
- f) Reference--exploiting catalogued materials;
- g) Bibliography--exploiting extant materials;
- h) Circulation--controlling catalogued materials;
- i) Maintenance--procuring and maintaining library equipment and furnishings;
- j) Supply--procuring and controlling consumable supplies;
- k) Systems analysis--analyzing library systems.

#### **B.1.1 Head, Information Services**

Is responsible to the Director of Library Services for the provision of reference service, for bibliographic instruction and for collection development; and for such other professional duties as the Director may assign.

#### **B.1.2 Head, Collection Management**

Is responsible to the Director of Library Services for the acquisitions, cataloguing, processing and circulation functions; and for such other professional duties as the Director may assign.

#### **B.1.3 Head, Automated Systems**

Is responsible to the Director of Library Services for the operation of all computerized systems, including the modules of BuCAT and other applications of technology within the library; for initiating and implementing systems development; and for such other professional duties as the Director may assign.

#### **B.1.4 Subject-Specialist Librarian (Music)**

Is responsible to the Head of Information Services for the provision of reference service, for faculty liaison, for collection development, for bibliographic instruction and for such other professional duties as the Head of Information Services may assign.

#### **B.1.5 Subject-Specialist Librarian (Arts)**

Is responsible to the Head of Information Services for the provision of reference service, for faculty liaison, for collection development, for bibliographic instruction and for such other professional duties as the Head of Information Services may assign.

#### **B.1.6 Subject-Specialist Librarian (Science)**

Is responsible to the Head of Information Services for the provision of reference service, for faculty liaison, for collection development, for bibliographic instruction and for such other professional duties as the Head of Information Services may assign.

#### **B.1.7 Subject-Specialist Librarian (Education)**

Is responsible to the Head of Information Services for the provision of reference service, for faculty liaison, for collection development, for bibliographic instruction and for such other professional duties as the Head of Information Services may assign.

#### **B.1.8 Extension Librarian**

Is responsible to the Head of Information Services for the provision of off-campus library services in support of the University's extension courses and courses offered by Inter-Universities North and First Year by Distance Education; and for other duties as may be assigned by the Head of Information Services.

### **B.2 OFFICE OF EXTENSION**

Persons holding these 2 positions are responsible to the Director of **Extension** for the effective delivery of academic credit and non-degree credit programs offered through the Office of Extension, They may be assigned a variety of professional duties related to **the** delivery of the programs. Such duties may include:

- a) Conducting surveys to determine course needs (academic and non-degree).
- b) Arranging for appropriate staffing of courses.
- c) Arranging for appropriate marketing of courses.
- d) Providing administrative support to instructional staff.
- e) Arranging for appropriate registration, collection of fee payments, etc.
- f) Arranging for appropriate evaluation of staff and program content and design.
- g) Arranging for appropriate budget control.

- h) Performing such other appropriate duties as may be assigned by the Director of Extension.

### **B.3 STUDENT SERVICES POSITIONS**

#### **B.3.1 Counsellors**

Counsellors are responsible to the Dean of Student Services for providing counselling services and human development programs appropriate to the Brandon University community. This function may include tasks as follows:

- a) Personal counselling.
- b) Financial counselling.
- c) Marriage and family counselling.
- d) Crisis intervention.
- e) Career and vocational counselling.
- f) Academic counselling.
- g) Group activities of a therapeutic and developmental nature.
- h) Maintenance of appropriate records.
- i) Such other appropriate duties as may be assigned by the Dean of Student Services.

#### **B.3.2 Learning Skills Specialists**

Learning skills specialists are responsible to the Dean of Student Services. They provide for the design, development, delivery, and evaluation of study skills programs deemed appropriate to the needs of Brandon University students. The positions may include duties as follows:

- a) Study skills consultation with individual students and groups of students.
- b) Assessment of study skills needs of individual students and groups of students.
- c) Program development to meet such needs which may involve cooperative endeavours with Faculty.
- d) Consultation or direct work with off-campus projects.
- e) Some applied research or programs to evaluate effectiveness.
- f) Preparation for design and development of appropriate programs.
- g) Such other appropriate duties as may be assigned by the Dean of Student Services.

#### **B.3.3 Coordinator, Mature Student Centre**

The Mature Student Coordinator is responsible to the Dean of Student Services. The coordinator enhances access to and success in Brandon University for adult learners. The position may include the following responsibilities:

- a) Coordinate the design, delivery, and evaluation of programs and services in the Centre.
- b) Assist in the preparation and management of the budget of the Centre,
- c) Oversee the selection, training, and development of Centre staff members.
- d) Represent the Centre both on and off campus.

- e) Participate in programs and services in the areas of outreach **and** recruitment, student preparation, holistic advising, academic assistance, **and** advocacy.
- f) Perform such other duties as are necessary and appropriate, as assigned by the **Dean of Student Services**.

#### **B.4 ARTS POSITIONS**

##### **B.4.1 Communications Instructor**

- a) To teach a maximum of 12 credit hours of 99,090 communications courses.
- b) To be available to **work** with students on **an** individual basis on their communication skills,

#### **B.5 EDUCATION POSITIONS**

##### **B.5.1 Athletic Therapist**

- a) Supervise and control athletic therapy facility.
- b) Evaluate, treat **and** rehabilitate injuries suffered by students, faculty and staff, and time permitting, community persons.
- c) Attend all home intercollegiate athletic contests and attend to the needs of both home team and visiting teams, as needed.
- d) Maintain records of treatments performed for all injuries.
- e) Train and supervise student assistants.
- f) Work in cooperation with medical practitioners and coaches in developing exercise **and** rehabilitation programs.
- g) **Aid in preparation of budget for the athletic therapy area.**
- h) Responsible for ordering and maintaining proper inventory of supplies and equipment necessary to operate training room.
- i) The Athletic Therapist reports to the Athletic Director. The athletic therapy facility also includes the operation of the Brandon University Sports Medicine Centre.

#### **B.6 BUNTEP POSITIONS**

##### **B.6.1 Centre Coordinators**

Operationally responsible to the Director of B.U.N.T.E.P.

##### **I. Academic duties to include:**

1. Course Instruction (9 credit hours where feasible).
2. Field Experience Placements and Supervision.
3. Tutorial requests.
4. Assist in implementing Study Skills Program.
5. Assist students (in areas of expertise) with **courses in progress.**

##### **II. Administration duties to include:**

1. Coordinating activities for the University in the Centre:
  - a) Student Program:

- receive University and B.U.N.T.E.P. application forms;
  - administer student registrations;
  - maintain student records;
  - have students complete Application for Graduation, check and initial.
- b) Centre maintenance and supplies:
- maintain stock of consumable supplies;
  - ensure maintenance of the physical centre;
  - develop **and** maintain **an** adequate centre library and related resource materials;
  - maintain an inventory of equipment in the Centre.
- c) Approve all information on forms related to student finances.
- d) Administer and account for the Trust Account.
- e) Centre meetings and reports:
- regular student meetings;
  - regular centre committee meetings;
  - submit monthly reports of meetings and Centre activities.
- f) Assist in student recruitment **as** needed.
- g) Provide support to travelling professors **e.g.** orientation to Centre, community, arrangements for local accommodation and travel; instructional support services e.g. provision for A.V. equipment.

III. Student Counselling duties to include:

1. Academic (Program G.P.A. etc.).
2. Personal **and**, when necessary, referral services.

IV. Community Relations duties to include:

1. School

Make arrangements for:

- a) Use of School facilities.
- b) Provide Inservices:

in conjunction with the Field Experience Coordinator for cooperating teachers prior to field experience.

Assist in the provision of personnel for professional development inservices (requests to be forwarded to Field Experience Coordinator).

2. Liaise with Chief, Mayor, Council, School Principals and Area Superintendents.

Centre Coordinators **are** responsible to **BUNTEP** for a ten **and** a half (10 1/2) month work year.

B.6.2 Program and Education Development Coordinator

Operationally responsible to the Director of B.U.N.T.E.P.

I. Responsible for overall Program Planning and Implementation (duties to include):

1. Modify teacher education program models and develop long-term delivery model.



2. Receive course requests and recommendations from Centre Coordinators, and **the** Field Experience Coordinator and plan annual course delivery.
3. Provide Deans and Department Heads annually with the overall course schedule. Initiate all Project Course offering forms **and processes through** Faculties. **Ensure** they are received by the Registrar.
5. Joint planning (with PENT) **of** on-campus spring and **summer** courses.
6. Program modifications in collaboration with Centre Coordinators/Administrators.
7. Initiate action, within policy guidelines on matters relating to the delivery of courses.

II. Students (duties to include):

1. Resource to the Centres regarding each student's program.
2. **Assists** on campus students with course planning and registration.
3. Approves all registrations, course changes and voluntary withdrawals.
4. Coordinates **and** processes all tutorials and tutoring.
5. Check student degree programs and applications for graduation and certification.
6. **May** teach **up** to one-half course.

**B.6.3 Field Experience Coordinator**

Operationally responsible to the Director of B.U.N.T.E.P.

Coordination of Field Experience (duties to include):

1. Coordinate with the Program Coordinator, the time slots and Faculty Supervision for Field Experience.
2. Arrange external Faculty Supervision **when required**.
3. Visit classrooms in each centre, as required, when students **are** on field experience.
4. Review field experience reports and attempt to resolve possible problems.
5. Provide support services to students, faculty supervisors/ centre coordinators **during** the field experience sessions.
6. Provide the Program Coordinator with information regarding accuracy of Field Experience registrations.
7. Ensure that grades are checked, signed and forwarded to the appropriate department chair.
8. Ensure that Field Experience records are complete and current.
9. Organize workshops on Field Experience for students, cooperating teachers, principals, and centre coordinators/ faculty supervisors.
10. Coordinate with the Faculty **of** Education's Director **of** Field Experience, the development of:
  - a) field experience support material;
  - b) evaluation forms;
  - c) criteria to be used with evaluation forms.
11. Advise the Program Coordinator on skills that should be added or enlarged upon in the methods courses.

**B.6.4 Student Affairs and Community Liaison Coordinator**

Operationally responsible to **the** Director of B.U.N.T.E.P.

I. **Student Affairs** (duties to include):

I. **Counsel students**

- a) Personal problems; finances; family and other problems
- b) Visit student homes if feasible and/or when necessary.
2. Advise Director of B.U.N.T.E.P. when there are special requests on student's financial needs.
3. Assist in conflict resolution affecting students.
4. Assist and recommend regarding transfers of students wishing to take courses in other Centres.
5. Be involved in student recruitment, assist with student applicant interviews in the community.
6. Assist in presenting student applications to B.U.N.T.E.P. Admissions Committee.
7. Represent student concerns to the administration.
8. Students **spring/summer** on campus (responsibilities **as** assigned):
  - a) Relocation from community to Brandon
  - b) Housing
  - c) Day **care**
  - d) Recreation
  - e) Travel to and from classes.

II. **Community Liaison** (duties to include):

1. With the Program Coordinator and the Field Experience Coordinator, interface with the community:
  - a) information workshops in the community
  - b) facilitate communication between the centre and community.
2. With the Field Experience Coordinator visit communities that have requested a B.U.N.T.E.P. Centre:
  - a) provide detailed information on the B.U.N.T.E.P. Program
  - b) collect pertinent data regarding the community and facilities
  - c) make recommendations to the administration
3. Assist in the preliminary steps of opening a new centre:
  - a) introduce Centre Coordinator to community
  - b) assist community in forming a Centre Advisory Committee.
4. With Director, meet with community leaders where Centres will be phased out.

B.7. **UNIVERSITY ARCHIVIST.**

The University Archivist is responsible to the Vice-President (Academic & Research) for the Administration, Acquisition, Cataloguing, Circulation, and Reference functions of the University Archives and for such other professional duties as the Vice-president (Academic & Research) may assign.

## **Appendix C: JOB DESCRIPTIONS OF INSTRUCTIONAL ASSOCIATE POSITIONS**

### **C.1 ARTS POSITIONS**

#### **C.1.1 Laboratory Instructor in Languages**

- a) Preparation of materials for laboratory components of language courses.
- b) Supervision of departmentally scheduled laboratory periods and assistance to instructors for courses offered by the department when required,
- c) Assistance to members of the Department of Classical **and** Modern Languages in their research and teaching functions as needed within the language laboratory.
- d) Preparation of other taped materials normally used for teaching by members of the Language Department in or out of the laboratory.
- e) Ordering and maintenance of equipment, supplies and materials, including requesting service calls by qualified technical personnel when required.
- f) Maintenance of financial and other records of the laboratory (i.e. attendance, copying, etc.).
- g) Maintenance of the Language Laboratory Tape and Book Collections.
- h) Such other appropriate duties **as** may be agreed to by the Department in consultation **with the** Laboratory Instructor.

### **C.2 SCIENCE POSITIONS**

The laboratory instructors are academically responsible to the department, through its chair, and administratively responsible to the Dean.

#### **C.2.1 Laboratory Instructor in Botany**

- a) Preparation of materials and direction of Biology I and II, Introduction to Botany and Social Biology laboratories.
- b) Preparation of laboratory outlines for Biology I and II and Introduction to Botany laboratories.
- c) Setting and marking laboratory tests and assistance in the marking of Biology I and II and Introduction to Botany examinations. Occasional assistance in setting up other labs or lab tests **in** other Botany courses.
- d) Ordering and maintenance of equipment and supplies.
- e) Maintenance of financial records of the Department.
- f) Responsibility for and **use** of audio-visual equipment.
- g) Generation and maintenance of plant and animal collections in the Department.
- h) **Serve** as the Department's representative for Workplace Hazardous Materials Information System (WHMIS) on campus.
- i) Such other appropriate duties as **may** be assigned **by** the Department Chairperson.

### C.2.2 Laboratory Instructor in Chemistry

- a) Preparation of materials for Chemistry laboratories.
- b) Supervision of first-year laboratories, tutorials, and demonstrations, including responsibility for manuals.
- c) Assistance in senior laboratories as required.
- d) Operation of chemical store room, including ordering of supplies and equipment.
- e) Maintenance of financial records of the Department.
- f) Assistance to faculty members in their research programs.
- g) Serve **as** the Department's representative for Workplace Hazardous Materials Information System (WHMIS) on campus.
- h) Such other appropriate duties as may be assigned by the Department Chairperson.

### C.2.3 Tutor in Chemistry/Mathematics/Physics

Under the direction of the appropriate Department Chairperson:

- a) Chemistry 090 course
  - i) Assignment of course work and tutoring on an individual and group basis,
  - ii) Preparation of tests and assignments and evaluation of student progress.
- b) Mathematics 090 course
  - i) Assignment of course work and tutoring on **an** individual **and** group basis,
  - ii) Preparation of tests and assignments and evaluation of student progress.
- c) Physics 090 course
  - i) Assignment of course work and tutoring on an individual and group basis.
  - ii) Preparation of tests and assignments and evaluation of student progress.
  - iii) The conditions of article 9, clause 14 would not apply **to the** teaching of any course below the 100 level.
- d) Physics laboratories  
Assistance in laboratory demonstrating as assigned.
- e) Such other appropriate duties **as** may be assigned by the Department Chairpersons.

### C.2.4 Laboratory Instructor in Geology

- a) Supervision of first year Geology laboratories, including grading of lab assignments and preparation of laboratory exams, supervision of laboratory assistants, preparation of marking sheets and answer keys, and maintenance of class records.
- b) Assist in advanced Geology laboratories including Field School when required.
- c) Prepare specimens for teaching and research including the production **of** displays.
- d) Act **as** curator of the departmental teaching collections of mineral, rock, economic geology and paleontology specimens.

- e) Maintain departmental teaching kits of rocks, minerals and fossils for loan to teachers in SW Manitoba and Education students,
- f) Serve as the department's representative for Workplace Hazardous Material Information **System** (WHMIS) on campus.
- g) Purchase equipment and supplies for the department and maintain the department's financial records.
- h) Teach a regular geology course if and when the department deems it necessary.
- i) **Arrange** for repair and maintenance of departmental equipment and supplies as required.
- j) Provide technical assistance for research to the faculty.
- k) Such other appropriate duties as may be assigned by the departmental chairperson.

#### **C.2.5 Laboratory Instructor in Mathematics and Computer Science**

- a) Hire and supervise markers and lab assistants for the department.
- b) Hire and supervise lab advisors for **the** computer centre and math **study** hall.
- c) Assist in the labs for first year courses.
- d) Assist with senior labs as required.
- e) Administer and supervise tests.
- f) Prepare marking sheets, marker notes and answer keys for first year courses when necessary and upon agreement with individual faculty members.
- g) Arrange for tests to be marked and maintain **mark** records.
- h) Answer student inquiries.
- i) Post **and keep regular office hours** for **each academic term as approved by the** department.
- j) Provide liaison with the Computer Services Department.
- k) Serve **as** the department's representative for Workplace Hazardous Materials Information System (WHMIS) on campus.
- l) Provide such technical support for research and course development as required.
- m) Arrange for repair and maintenance of department equipment, exclusive **of** individual faculty members' equipment.
- n) Perform public relations duties for the department both within the university and within the community and surrounding area.
- o) Such other appropriate duties as may be assigned by the department chairperson and agreed upon **by** the instructional associate.

#### **C.2.6 Laboratory Instructor in Nursing**

This position **reports** to the departmental chair and is responsible for the following activities:

- a) Laboratory preparation, facilitation and instruction of nursing courses, and practica, in collaboration with course professor(s).
- b) Maintenance of laboratory equipment and inventories.
- c) Serve as Department's representative for Workplace Hazardous Materials Information System (WHMIS) on campus.

- d) Assistance to faculty members in their research programs as mutually negotiated.
- e) Participation in curriculum development and other department related activities as may
  - be assigned by Department Chair.

#### C.2.7 Laboratory Instructor in Physics and Astronomy

The following list of duties and functions are in order of priority and is intended as a guide. It is realized that some flexibility must be maintained in order to facilitate the operation of the Department and the achievement of the goals of the Department and its members.

- a) Preparation of all Physics laboratory classes.
- b) Assistance in Physics laboratory classes as determined by the Department, including supervision, limited instruction, grading of reports and examinations, preparing examinations and manuals, in some classes.
- c) Maintenance of laboratory and teaching apparatus and equipment.
- d) Maintenance of apparatus and equipment for research within the Department.
- e) Procurement of apparatus, equipment and supplies.
- f) Maintenance of financial records of the Department, including assistance in the preparation of the capital budget.
- g) Operation and maintenance of the Physics and Astronomy workshop.
- h) Design and fabrication of apparatus for teaching and research.
- i) Serve as the Department's representative for Workplace Hazardous Materials Information System (WHMIS) on campus.
- j) Assistance within the Faculty as agreed with the Departmental Chairperson.
- k) Such other appropriate duties as assigned by the Departmental Chairperson,

#### C.2.8 Laboratory Instructor in Zoology

- a) The instructional associate is responsible for the maintenance and operation of Zoology laboratories. Laboratory instruction will be done in cooperation with the course instructor.
- b) Ordering and receiving departmental supplies. This includes maintaining inventories and assisting chairperson with departmental budgets and other financial records.
- c) Teach a Zoology course as necessary.
- d) Assistance to faculty members in their research programs. Some opportunity for independent research may occur.
- e) Serve as the Department's representative for Workplace Hazardous Materials Information System (WHMIS) on campus.
- f) Operation and maintenance of the vivarium under the supervision of departmental chairperson and in conjunction with the chairperson of the Animal Care Committee.
- g) Such other appropriate duties as may be assigned by the departmental chairperson,

### C.3 EDUCATION POSITIONS

#### C.3.1 Pre-School Classroom Teacher

The pre-school classroom teacher must be certified and is to plan and conduct **an** exemplary program of learning experiences for pre-school children in cooperation with the Professor and further, under the direction of the Professor, to assist student teachers in the observation and practice of teaching associated with their pre-school theory and method courses, The evaluation of his/her performance as a classroom teacher of the pre-school children is conducted by the Dean but his/her evaluation as **an** associate to the Professor with regard to student teachers is the responsibility of the Professor.

- a) Plans, prepares, and carries out a program of instruction suitable for the children in the classroom during the months of September through May.
- b) In a team situation (Professor and teacher) to decide upon information which may or may not be shared with student teachers.
- c) **To** assist in the selection of pupils with a pluralistic group in mind.
- d) To maintain a close liaison with parents and to cooperate with the Professor in this regard.
- e) To assist the Professor in all aspects of student teacher participation with due regard for a high standard of instruction for all children in the classroom. Some examples are:
  - i. individual conferences
  - ii. visitations both timetabled and not timetabled.
  - iii. written and/or verbal report.
  - iv. **observation of specific tasks by teacher and learning by pupils.**
- f) To refer special needs to the Dean or Professor.
- g) Refer budget items to the Professor.
- h) On a collegial basis arrange for Professor to teach when such **is** suitable for all concerned.
- i) Prepare a brief annual report to parents and to the Professor **by 31 May.**
- j) Is a model for in-service training.
- k) Maintains discipline in the classroom and enlists cooperation of students and volunteers.
- l) To be involved with departmental activities as specified **by the** Professor.
- m) To participate in meetings of Department of Administration and Educational Services and Faculty of Education Council.
- n) Assists in research which has been suitably cleared through the department.

### C.4 STUDENT SERVICES

#### C.4.1 Mature Student Advisor(s)

Administratively responsible to the Dean of Student Services, programmatically responsible to the Coordinator of the Mature Student Centre. The positions enhance access to and success in

Brandon University for adult learners. The Mature Student Advisor shall assume the following responsibilities under **the** direction of the Mature Student Centre Coordinator:

- a) Participate in the development and implementation of **pre-enrolment** and on-going advising programs to assist students **with** academic, personal, social, vocational, and financial concerns.
- b) Provide information about and undertake referral counselling to appropriate resources both on and off campus.
- c) Provide content-based assistance with specific course problems.
- d) Serve **as** an advocate for students **and** for groups of students.
- e) Assist in the development, maintenance, and assessment of student support systems and programs, including, but not limited **to**, the following:
  - i) public information and liaison
  - ii) orientation
  - iii) academic assessment
  - iv) resource and outreach materials
  - v) data collection and analysis
- f) Perform such other duties **as** are necessary and appropriate to the functioning of the Centre, **as** assigned by the Coordinator of the Mature Student Centre and the Dean of Student Services.

#### **C.4.2 Counsellor(s)**

Counsellors are responsible to the Dean of Student Services for providing counselling services and human development programs appropriate to the Brandon University community. This function may include tasks as follows:

- a) Personal counselling.
- b) Financial counselling.
- c) Marriage and family counselling.
- d) Crisis intervention.
- e) Career and vocational counselling.
- f) Academic counselling.
- g) Group activities of a therapeutic and developmental nature.
- h) Maintenance of appropriate records
- i) Such other appropriate duties **as** may be assigned by the Dean of Student Services.

#### **C.4.3 Learning Skills Specialist(s)**

Learning skills specialists are responsible to the **Dean** of Student Services. They provide for the design, development, delivery, and evaluation of study skills programs deemed appropriate to the needs of Brandon University students. The positions may include duties as follows:

- a) Study skills consultation with individual students and groups of students.
- b) Assessment of study skills needs of individual students and groups of students.
- c) Program development to meet such needs which may involve cooperative endeavours with Faculty.
- d) Consultation or direct work with off-campus projects.



- e Some applied research or programs to evaluate effectiveness.**
- f) Preparation for design and development of appropriate programs.**
- g) Such other appropriate duties as may be assigned by the Dean of Student Services.**

## **Appendix D: JOB DESCRIPTIONS OF ADMINISTRATIVE ASSOCIATE POSITIONS**

### **D.1 STUDENT SERVICES**

#### **D.1.1 Director of Admissions**

The Director of Admissions is responsible to the Dean of Student Services for insuring that the admission of students to the university is done in accordance with the regulations established by Senate. The Director may be assigned such other duties as the Dean deems appropriate from time to time. The position may include duties as follows:

- a) Train, supervise, advise and evaluate the staff in the Admissions Office and the University Liaison Officer.
- b) Develop and deliver promotional strategies for potential students.
- c) Provide academic advising to new, returning and continuing students regarding admission and registration.
- d) Collect appropriate administrative **and** program statistics.
- e) Serve on campus-wide committees.
- f) Participate in Student Services interdisciplinary program development.

#### **D.1.2 University Liaison Officer**

The University Liaison Officer reports to the Director of Admissions and is responsible for providing prospective students, counsellors, parents, and the general public with up-to-date information and material relevant to Brandon University. The position may include duties as follows:

- a) Plan and conduct an **annual** high school liaison program.
- b) Support and share in developing **and** delivering promotional strategies for potential students.
- c) Serve on various university committees, as required.
- d) Provide academic advising, as required.
- e) Participate in Student Services interdisciplinary program development.
- f) Such additional duties as assigned by the Dean of Student Services or Director of Admissions.

### **D.2 B.U.N.T.E.P.**

#### **D.2.1 Administrative Assistant**

Responsible to the Director, the duties include:

- a) Assisting in long-term planning of the Program through data collection and documentation.
- b) Overall supervision of computer equipment, maintenance and recommendation for changes to the computer program,

- c) Preparation of statistical information relating to students and of quarterly statistical reports for Post Secondary Career Development Branch.**
- d) Assisting in the on-going operation of B.U.N.T.E.P. as required by the Director.**
- e) Other appropriate duties as may be assigned by the Director.**

**Appendix E: COPYRIGHT LICENCE AGREEMENT**

**This** agreement made at Brandon in the province of Manitoba

this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

between

\_\_\_\_\_

(hereinafter called "the member")

and

**BRANDON UNIVERSITY**

(hereinafter called "the Institution")

Whereas copyright in printed or recorded material (more particularly described in **the** First Schedule hereto and hereinafter called "the Work") is presently vested in the member and the member has agreed with the Institution for the granting of a Licence in respect of the said Work on the terms hereinafter contained. Now this agreement witnesseth that in consideration of the fees and other payments hereinafter mentioned, the member hereby grants to the Institution a Licence in respect of the Work for a period of \_\_\_\_\_ calendar years from the date hereof subject to the terms and conditions following:

- 1. The Institution shall be at liberty to use the Work for the internal teaching **and** like purposes of the Institution (other than for non-credit extension or like classes or courses) without fee or royalty throughout the period of this agreement subject nevertheless as hereinafter mentioned.
- 2. The Work shall be used only in connection with classes or students in the following category or categories:
- 3. Except with the prior consent of the member, the Work shall not be used by or for the purposes of any person outside the Institution or **any** body other than the Institution.
- 4. If the member shall consent in writing to the use of the work by or for the purposes of any person outside the Institution (hereinafter referred to **as** 'the other user') or if the Institution shall use the Work for non-credit extension or like classes or courses, the Institution shall, subject to condition 11 hereof, pay to the member the fee appropriate to such **use** set forth in the Fourth Schedule hereto.

5. Without prejudice to the provisions of condition 4 hereof, it is hereby agreed and declared that the Work shall not be used or permitted to be used by any **of** the following other users namely:
6. The member may in writing waive any fee, royalty, or other payment payable in respect of the use of the Work, provided that any such waiver shall be limited to the occasion and the user or users specified in the said writing.
7. Where the member and the Institution agree in writing that the Work has been rendered obsolete by advances in knowledge, this agreement shall terminate provided that in case either party to this agreement asserts that the Work has been so rendered obsolete and the other disagrees, the parties shall refer the disagreement to a specialist in the subject in another Institution (**as may** be agreed by the parties) whose decision shall be binding on the parties.
8. Where the Institution wishes to erase or otherwise destroy the Work whether during or at the end of the term of the present agreement, the member shall be given one month's notice of such intention and shall be permitted during that time to take a copy of all or part of the Work for his/her **own** use and at a cost not exceeding the cost of the physical stock upon which the copy is taken.
9. The member hereby undertakes that if he/she should leave the employ **of the** Institution during the currency of this agreement, he/she will keep the Institution informed **of his/her** subsequent address or addresses during the period covered by this agreement and for one calendar year thereafter,
10. Where the member either alone or in collaboration with others prepares notes or other matter to accompany the Work **the** member hereby grants to the Institution a Licence to reproduce copies of the said notes or other matter and claims no fees or royalties in return unless the Institution sells or hires such copies in which event the member shall, if he/she is the sole author thereof, receive 25% of the gross proceeds or if he/she is not the sole author thereof, the said 25% shall be shared between him/her and the co-author or co-authors named in the Third Schedule hereto in the proportions there set out. Should the Institution sub-license a publisher to reproduce the said copies, the member shall be a party to the publishing contract.
11. For the purposes of conditions 4 and 10 hereof where some person or persons (other than the member) are, by reason of their participation in making the **Work** or the accompanying notes, beneficially entitled to a share in any fees, royalties, or payments hereunder, the said share shall be based upon their relative contribution or contributions to the **Work** or accompanying notes **and** the said fees, royalties, or payments shall be paid to the member and the said person or persons named in the Second Schedule hereto in the proportion there set out.
12. The member hereby acknowledges that the physical stock containing the Work is and remains the property of **the** Institution.

**13. The member guarantees that the material covered by this License Agreement does not infringe the copyright of any other work. In the event that such infringement has occurred, the member shall be held responsible.**

**FIRST SCHEDULE** (See Preamble)  
Particulars of the Work

Title, Nature of the Work:

Place, Date, and Time Made, Duration:

**SECOND SCHEDULE** (See clause 11)  
Persons having a copyright interest in the whole  
or part of the **Work**

1. \_\_\_\_\_ of \_\_\_\_\_ **as to** \_\_\_\_\_ **per cent**
2. \_\_\_\_\_ of \_\_\_\_\_ **as to** \_\_\_\_\_ **per cent**
3. \_\_\_\_\_ of \_\_\_\_\_ **as to** \_\_\_\_\_ **per cent.**

**THIRD SCHEDULE** (*See* clause 10)  
Persons having **a** copyright interest in the whole  
or part of any accompanying notes or other matter

1. \_\_\_\_\_ of \_\_\_\_\_ **as to** \_\_\_\_\_ **per cent**
2. \_\_\_\_\_ of \_\_\_\_\_ **as to** \_\_\_\_\_ **per cent**
3. \_\_\_\_\_ of \_\_\_\_\_ **as to** \_\_\_\_\_ **per cent.**

**FOURTH SCHEDULE** (See clause **4**)  
**Fees payable to** the member

In witness whereof the parties hereto have executed these presents all as of the day and year first above written.

**Appendix F: 1993-95 SALARIES AND BENEFITS**

**E.1 SALARIES**

- a) The 1992/93 salary scale shall remain in effect until 31 March 1994.
- b) Effective 1 April 1994, all members holding full-time or part-time appointment shall receive an increase of 2.0%, within the 1994/95 salary scale outlined below.
- c) Effective 1 July 1994, all members holding full-time or part-time appointments shall receive a service increment as specified in the 1994/95 salary scale. No member shall be entitled to more than one increment in the same calendar year.

Salary scale for the period **1 April 1994 to 31 March 1995.**

	FLOOR	INCREMENT	STEPS	THRESHOLD	INCREMENT	STEPS	CEILING
Professor/PA IV	\$63,155	\$2,274	10.0	\$85,895	\$1,137	4.0	\$90,443
Associate Professor/PA III	\$50,117	\$1,872	11.0	\$70,709	\$936	3.0	\$73,517
Assistant Professor/PA II/AA II	\$37,798	\$1,466	12.0	\$55,390	\$733	2.0	\$56,856
Lecturer/PA I/AA I	\$31,897	\$1,071	8.0	\$40,465	\$536	2.0	\$41,537
IA III	\$31,897	\$1,071	8.0	\$40,465	\$536	2.0	\$41,537
IA II	\$28,703	\$964	8.0	\$36,415	\$482	2.0	\$37,379
IA I	\$25,518	\$857	8.0	\$32,374	\$428	2.0	\$33,230



## F.2 PROMOTION/RECLASSIFICATION

Members who are promoted or reclassified, shall be placed on the salary scale of the rank to which they have been promoted or reclassified, either at their current salary, or, if their current salary is below the floor salary of the new rank, at the floor salary **of** the new rank.

## F.3 INCREMENT PAYMENTS

Normal increments (service increments)

- a) New members who have completed 9 consecutive months of full-time service **at** Brandon University shall be eligible to receive a service increment beginning in the 10th month. Thereafter, such members shall receive a normal increment on July 1.
- b) Members **who** are on a full-time Term Contract of less than 1 year's duration but more than 6 months, then, **after** an interruption **of** service, receive **a** subsequent full-time contract, shall be credited with 12 months uninterrupted service **for** the purpose of calculating increments. **That is**, the member shall receive a service increment at the commencement of the new contract unless the member has received a service increment during the life of the previous contract.
- c) **Members who** have completed 12 **or** more consecutive months full-time service at Brandon University shall be eligible to receive a service increment on July 1; such an increase shall be limited by the ceiling for the members' rank.

## F.4 ALLOWANCES

Effective 1 **April** 1992, the following allowances **will be** paid:

- a) Northern Allowance of \$3,180 per annum for those members who are required to reside north of the 53rd parallel or in local government districts.
- b) **Centre** Coordinator Allowance **of \$3,180** per annum **for** those members designated Centre Coordinators.
- c) Travelling Professor Allowance of \$6,360 per annum for those members designated Travelling Professors.

#### **F.5 SESSIONAL STIPEND**

Effective 1 September 1994, the sessional stipend shall be \$3,000 per 3 credit hour course.

#### **F.6 CANCELLATION FEE**

Effective 1 September 1991, all credit courses offered under the auspices of Brandon University and reimbursed at sessional rates will be subject to the following cancellation fee:

- a) All courses cancelled within the 15 day period prior to the start date and for which there is a signed contract will have a 15 per cent fee.
- b) All courses cancelled after the official start date will have a 25 per cent fee.

#### **F.7 PROFESSIONAL DEVELOPMENT ALLOWANCE**

- a) Effective 1 April 1994, the University shall provide funds for the purpose of subsidizing the travel of members to meetings of learned societies, professional associations or similar groups. This fund may also be used for the purpose of subsidizing the purchase of equipment as outlined in clause c). Travel funds shall be allocated to each Faculty on the basis of \$765 per full-time member (exclusive of sessional appointments.)
- b) The Travel Funds shall be administered by the Dean. The Dean shall establish rules and regulations (which include criteria and priorities) after consulting with the members of his/her Faculty. Requests for reimbursement must be submitted on the University expense report, accompanied by the appropriate receipts and authorized by the Dean.
- c) Effective 1 April 1994, the University shall provide funds to each Faculty on the basis of \$765 per each full-time equivalent member (exclusive of sessional appointments) for the purchase of books, journals, other published works, equipment, and general supplies, or for the purpose of subsidizing travel outlined in a). These funds shall be used to reimburse each eligible member against receipts for the purchase of books, journals, other published works, equipment, and general supplies to a maximum of \$765 per year. Items acquired by the reimbursement shall be the property of the University, shall be included in the Faculty inventory, and shall be made available for the use of other members of the Faculty. Applications for reimbursement shall be made once per year to the Dean.

#### **F.8 PENSIONS**

### F.8.1

The present Brandon University Pension Plan, Group Life insurance Plan and Long-Term Disability Plan shall continue to cover the eligible members for the duration of this agreement.

### F.8.2

Employee and Employer contributions to the Pension Plan shall be in accordance with the Plan Document.

### F.8.3 Operation of the Brandon University Plan

- a) No changes or amendments shall be made to the Brandon University Pension Plan or the **Trust** Agreement for that Plan without the prior approval of BUFA.
- b) No retirement benefits shall be paid to any BUFA member other than those payable under the Plan, unless agreed to by the Brandon University Faculty Association and the University.

### F.8.4 Early Retirement

- a) In the event that the University wishes to offer an Early Retirement Incentive Plan to BUFA members, the University, in consultation with BUFA, shall develop the terms and conditions of the Early Retirement Incentive plan proposal. In formulating the Plan the University shall take into account (1) the financial state of the University, (2) the interests of non-retiring members, and (3) the interests of members considering early retirement under the Incentive Plan. Under no circumstances shall any Early Retirement incentive Plan offered by the University have a significant negative impact on the Brandon University Pension Plan.
- b) The Early Retirement Incentive Plan Proposal shall be presented by the University to BUFA for its approval.
- c) All BUFA members taking early retirement while an Incentive Plan is in effect, shall do so under the terms and conditions of the Plan as approved by BUFA.
- d) BUFA **shall** be notified of the names **of** all members who take early retirement under the Early Retirement incentive Plan and shall be provided with a summary of the benefit provisions agreed to by the University and the member.

**F.8.5 Pension Considerations for Members Leaving the Employ of Brandon University by Means Other Than Retirement**

The University and BUFA are committed to the principle that members who leave the employ of the University by means other than retirement are entitled to receive fair value for their accumulated pension benefits.

**F.9 DENTAL PLAN**

Effective 1 January 1991, the University shall extend its dental plan to eligible members of BUFA and their dependents. (The **six** month waiting period for existing members shall be deemed to commence on July 1, 1990.)

**F.10 TUITION**

Full-time and part-time members will receive a 100 per cent waiver of tuition for credit courses taken at Brandon University.

**F.11 PARKING FEES**

Effective 1 September 1994, parking fees for members will be **\$14.18** per month or **\$141.75** per year (in-car warmers **are** not permitted at this rate).

**F.12 RELOCATION EXPENSES**

The Employer shall reimburse members who are required to relocate, either to commence employment **at** Brandon University or to offer courses on behalf of Brandon University in some other part of the province, for the actual costs incurred in the relocation. The Employer must approve the move. Total removal allowance to a maximum of:

- a) 1/12 of salary **for** a member who commences employment at Brandon University, or is a member who is required to relocate to take **up** a new position which the member has applied for; or
- b) **2/12** of salary for a member who is required to relocate by Brandon University in order to offer courses on behalf of Brandon University in some other part of the province.

[This part b) allowance does not apply **to** the situation in which an **employee has** applied for another position at Brandon University.]

will be paid for the following expenses:

- a) Actual transportation costs when supported by receipts, to a maximum of economy air fare.

- b) When private automobile is used, not less than the current negotiated rate per kilometre/mile by the most direct route, plus lodging and meals **en route** for **a** reasonable number of driving days for the member and his/her immediate family. The maximum to be paid is the amount of economy air fare.
- c) Lodging and meals to a maximum of 5 days on arrival, when necessarily incurred, and limited to the member and his/her immediate family.
- d) Approved freight, cartage, and storage costs on household furnishings and effects from place of domicile.

Travel expenses on standard expense vouchers for the member **and** his/her immediate family should be submitted to the Dean for approval.

### **F.13 EXPENSE AND TRAVEL ALLOWANCES**

#### **F.13.1**

Effective 1 April 1992 the University shall reimburse members travelling on University business at the rate of 30 cents per kilometre.

#### **F.13.2**

Effective 1 **April** 1994, the University shall reimburse members travelling on University business at the rate of \$37.50 per day (\$8.50 breakfast, \$12.50 lunch, \$16.50 supper) for travel within the Province of Manitoba; and at the rate of \$40.50 per day (\$9.50 breakfast; \$13.50 lunch; \$17.50 supper) for travel outside the province.

#### **F.13.3**

Effective 1 **July** 1992, the distance compensation stipend for 6 credit hour off-campus courses will be calculated at \$3.25 per kilometre one-way **for** the centres currently recognized.

#### **F.14 ESTATE BENEFIT**

**In the event of the death of a full-time or part-time member during his/her term of employment, a sum of money equivalent to 3 months' salary shall be paid by the Employer as Severance Pay to the estate of the member.**

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**Appendix G: RECLASSIFICATION PROCEDURES  
FOR INSTRUCTIONAL ASSOCIATES AND ADMINISTRATIVE  
ASSOCIATES**

**G.1**

Members may apply to the President for reclassification no more than once in each fiscal year (1 April to 31 March).

**G.2**

The Reclassification Committee shall consist of 6 members:

3 appointed by the President

3 appointed by the Union

**G.3**

Members of the applicant's department shall meet to make a recommendation which shall be sent to the Dean and to the Committee. The Dean shall send his/her recommendation **to** the Committee and to the department. On the request of **the** applicant, the Committee shall meet with him/her or his/her designate and, if the Committee desires, with those persons **who** have submitted recommendations.

**G.4**

The job descriptions outlined in Appendix C and the Qualifications of Instructional Associates as outlined in article 8.6 shall be the basis for the decision-making process. Decisions shall normally be made within 30 days of the application, and sent to the President, with copies to the applicant, department, Dean, and Union. The decision of the Committee shall be final and binding.