

This collective agreement made in duplicate

This 16th day of December, 1998

In effect from 1 April 1998 to 31 March 2002

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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MEMORANDA

1. The Parties agree that members hired on term contract prior to 7 March 1996 shall be treated as though Clause 7.5 (b) of the 1 April 1991 - 31 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 who are qualified.
3. The Parties agree that members hired prior to the signing of this agreement shall be treated as though Article 13.11 of the 1 April 1995 – 31 March 1998 Collective Agreement was still in effect.

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" designates the Vice-President (Academic & Research), Deans, Chief Information Officer, Director of BUNTEP, Director of the Educational Technology Unit, Director of Rural Development, and the Enrollment Manager.

"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 administrative officers of Brandon University (the Employer): 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 Health Studies, the Dean of the School of Music, and the Dean of Students.

"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 and, for the interim period November 12, 1997 through January 5, 1999, the School of Health Studies;
- (c) graduate program areas in academic faculties with Masters programs and the Department of Rural Development; and
- (d) the units of Student Services, Educational Technology Unit, Enrollment Management Unit, and Library Services.

"Director" designates one of the following administrative officers of Brandon University (the Employer): the Chief Information Officer, the Director of Rural Development, the Enrollment Manager, the Director of BUNTEP, and where appropriate in relation to the Collective Agreement, the Director of the Educational Technology Unit.

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

"Faculty" refers to the five academic faculties (Arts, Education, Health Studies, Music, and Science).

"Grievancer" designates the officer of the Employer 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 three (3) years, or
- (b) neither of them is prevented by law from marrying the other, for a period of not less than one (1) year, and
- (c) the employee has on file in the Human Resources Office a declaration of same.

"Union" designates BUFA.

"Unit" refers to Library Services, Student Services, Enrollment Management Unit, and the Educational Technology Unit.

"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 the 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 the 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 Employer, 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 three (3) months notice of any intention to propose changes in legislation affecting the Employer, 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.

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 Employer 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 fulfillment 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

Employer.

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 forty (40) working days of the date of the alleged breach, or within forty (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 Human Resources and to the Union.

6.6

Within five (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 Formal Grievance, Step Two

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

6.8

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

6.9

Within ten (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 6.12 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 forty (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 forty-five (45) working days of the presentation of the formal grievance.

6.13 Arbitration by Three-Member Boards

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 ten (10) working days of being served with the Notice of Arbitration, 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 Manitoba Labour Relations Board to make the appointment.

6.15

The two (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 two (2) months, then either party shall ask the Manitoba Labour Relations Board to appoint a Chairperson.

6.16 Arbitration By Single Arbitrators

Single arbitrators shall settle grievances other than those specified in Clause 6.13. The President or his/her designate and the grievor shall meet within five (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 two (2) months, then either party shall ask the Manitoba Labour Relations Board to make the appointment.

6.17

Notwithstanding the provisions of Clause 6.16, the Employer and the grievor may agree to submit any particular grievance to a three-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 Procedures

- (a) 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/Director, who may only offer an appointment to an individual so approved. If the Dean/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/Director to the recommended candidate, subject to the final approval of the President.
- (b) 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.
- (c) The Dean/Director will advise the Department, in writing, when a position is to be filled and shall indicate the type and duration of appointment that the Employer 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.
- (d) 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. Copies of the Advertisements shall also be sent to the Status of Women Review Committee.
- (e) 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.

7.2 Full and Part-time Appointments

- (a) 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.
- (b) Full-time appointments are those wherein a member carries a normal workload as defined in Article 9.
- (c) A part-time appointment wherein a 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 twelve (12) credit hours in one academic year shall have a part-time appointment.

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

7.3 Term Appointments

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 (3) 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 (3) 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. 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 7.13.
- To fill a position in an experimental program or to fill a position for which there is external targeted funding, only for the duration of the external targeted funding. Such positions can be filled on a term basis for no more than six (6) years.
- To fill a position in response to the death, resignation, illness or disability of a member, a dramatic increase in enrolment, or some similar circumstances. Such positions can be filled on a term basis for no more than six (6) years.
- 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 (3) 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 twelve (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.

In the instance of an opening for a position currently held by a member on a term appointment, the President, upon recommendation of the appropriate Dean/Director and Department, may offer the position to the incumbent, negating the process outlined in 7.1(d).

Except where it has been determined that a Department will be eliminated, term appointments shall not form the majority of appointments in a Department. Further, term appointments, other than administrative or leave replacements, shall not exceed 25% of faculty positions, excluding the Special Projects.

7.4 Probationary Appointments

- (a) A Probationary Appointment stipulates a terminal date in the letter of appointment but is tenurable under the provisions listed under this Article, and the conditions of Article 13 (Tenure).
- (b) Initial probationary appointments shall be for a duration of three (3) to five (5) years. A probationary appointment that follows a term appointment (as per Article 7.3) shall be for a maximum duration of three (3) years. The probationary period may be extended for one (1) additional year following application for tenure under the provisions of Article 13.7.
- (c) In exceptional circumstances (arising, for example, from maternity, illness, special leave, etc.), the probationary period may be extended, prior to application for tenure, by mutual written agreement of the member and the Dean. Members whose probationary period is so extended shall not forfeit the possibility of the one-year extension referred to in 7.4(b) above.
- (d) 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.
- (e) The employment of members, whose tenure application was submitted in the final year of their probationary appointment and who are not granted tenure or an extension under Article 13.7 or Article 13.12, shall terminate at the end of the academic year in which the final decision is reached.
- (f) The employment of members, whose tenure application was submitted prior to the final year of their probationary appointment and who are not granted tenure or an extension under Article 13.7 or Article 13.12 shall terminate at the end of the academic year following that in which the final decision is reached.
- (g) Members who apply for tenure prior to the final year of their probationary appointment and who are granted an opportunity to reapply under Article 13.7 or Article 13.12 are only eligible to reapply in the next academic year, and if not granted tenure under Article 13.7 or Article 13.12 their appointment shall terminate at the end of that academic year.

7.5

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

7.6

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

7.7 Continuing Appointments

A Continuing Appointment may be offered only to Instructional and Administrative Associates. During the first two (2) years of a Continuing Appointment as an Instructional Associate or Administrative Associate, the member is on probation. By the twenty-fourth (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 twenty-first (21st) month, there shall be three (3) months notice or pay in lieu of notice. (cf. 7.8)

7.8

A member appointed to a Continuing Appointment as an Instructional Associate, or Administrative Associate, shall serve twenty-four (24) months probation. This probationary period shall include service under term contracts, if applicable.

7.9 Tenured Appointments

A Tenured Appointment 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.

7.10

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.

7.11

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.

7.12

When members holding a tenured or probationary appointment in three-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 Article 7.3 (i.e., search procedures fail to identify a qualified applicant).

7.13 Leave Replacements

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 eighteen (18) credit hours. In no event shall a leave replacement teach more than twenty-four (24) credit hours in one (1) academic year or twelve (12) credit hours in any given academic term.

17.14 Joint Appointments

A Joint Appointment is one in which a member is responsible to more than one (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.

7.15 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 six (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 twenty-four (24) credit hours per academic year. For example, a reduced teaching appointment for nine (9) months would involve teaching eighteen (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 twenty-four (24) credit hours.
- (e) Full-time Research Appointment – the standard teaching load of such members shall fall within the range of nine (9) to fifteen (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 six (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/Director. 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 four 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 one hundred percent (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 Employer'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 credited 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 of 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 twenty-four (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 six (6) years, worked four (4) years at full-time and two (2) years at fifty percent (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 percentage 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/Director 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 twenty-four (24) months following the effective starting date of the member's first amended appointment, provided that the member gives six (6) months notice in writing to the Department and to the Dean/Director of his/her intention to do so. Following this twenty-four (24) month period, a member on an amended appointment shall not be required to return to his/her previous appointment or change the percentage reduction in duties unless as recommended by the Department and approved by the Dean/Director, and the member is given six (6) 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 twelve (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/Director.

7.16 Sessional Appointments

There are two types of sessional appointments:

- (a) An internal sessional appointment offered to a full-time or part-time member for an additional workload. No member shall teach more than twelve (12) credit hours in addition to their standard load in one academic year.
- (b) An external sessional appointment wherein a non-member:
 - i) is hired to teach one (1) or more specific courses only and is not required to engage in other non-teaching activities that form part of the workload of full-time and part-time members. For example, appointments to teach

specific courses under the auspices of the Educational Technology Unit will normally be sessional appointments. The total number of credit hours for this category of appointment shall not exceed twelve (12) credit hours in one academic year,

OR

- ii) employed by a post-secondary educational institution other than Brandon University, is seconded to teach one (1) or more specific courses for Brandon University. No such individual appointment shall exceed six (6) credit hours in one (1) academic year. The total number of credit hours for this category of appointment shall not exceed thirty-six (36) credit hours in an academic year. With agreement of BUFA, this total may be increased to, but in no circumstances shall exceed, a maximum of seventy-two (72) credit hours.

7.17

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. The composition and working procedures of the Selection Committee for a sessional appointment shall be determined by the Faculty concerned.

7.18

Sessional appointments may be made by the Dean/Director only upon the recommendation of the Department for which the courses are being taught. Sessional contracts offered under the auspices of the Educational Technology Unit shall be made by the appropriate Dean/Director and countersigned by the Director of the Educational Technology Unit.

The Curriculum Vitae of all persons being considered for an external sessional appointment [as per 7.16(b)(i) and 7.16(b)(ii)] shall be reviewed by the relevant Department to determine whether or not the person is suitable to teach the specific course or courses in question. The Department shall then make its recommendation to the Dean/Director. The Dean/Director shall not make any sessional appointment to a person not recommended by the Department.

7.19 Visiting Appointments

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.

7.20 Rank

- (a) No one with a Doctorate in the specialty 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.

If the Doctorate in the specialty is received (confirmed by a letter from the Dean of Graduate Studies) while the member holds the rank of Lecturer (PA I), then

the rank will be changed by issuance of a new appointment contract at the beginning of the following pay period to Assistant Professor (PA II).

- (b) No position which requires a Master's degree or equivalent shall be designated an instructional associate position.
- (c) Anyone with a Master's degree appropriate to the teaching area who is hired for an instructional associate position shall normally be appointed to the Instructional Associate III level.
- (d) Members on term contracts re-appointed in accordance with Article 7.3 cannot have their ranks changed as part of the terms of their re-appointments. To obtain promotion, they must go through the promotion procedures.

ARTICLE 8: QUALIFICATIONS BY RANK

8.1

The qualifications specified in this Article are modeled 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 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.

- d) "Service to the University and to the Community" includes participation in University, Faculty/Unit 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 Equivalencies

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/Director 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/Director and/or 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 three (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 two (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/Director 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/Director 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 five (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 Associate

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/Unit, 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 five (5) years of successful service in the professional specialty is required. Normally at least two (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 ten (10) years of successful service in the specialty is required. At least seven (7) of the ten (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, normally in the area of specialization, is required.
- b) Professional Experience: At least fifteen (15) years of service in the specialty are required. At least twelve (12) of the fifteen (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

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.

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 two-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 two-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 two (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 five (5) years of successful service is required, three (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/Director 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.

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 (5) working days shall inform their Dean.

9.3 Assignment of Teaching Workload

- a) The teaching workload assignment of members shall be recommended by the Department and approved by the Dean/Director 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 assignments of Department members. The Department shall forward its recommendation to the Dean/Director for approval. In the exceptional event that the Dean/Director 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/Director reach an impasse, the Dean/Director shall assign teaching workload. It is the Dean's/Director's responsibility to ensure that workload is assigned in a fair and equitable manner as outlined in Article 9.3(a).

9.4.1 Teaching Workload

- a) The standard teaching load for academic members on a full-time regular appointment shall be eighteen (18) credit hours in one academic year. Variations from eighteen (18) credit hours are possible provided that teaching workload is assigned as outlined in Article 9.3 and does not violate Clause 9.4.1 (f).
- b) The teaching workload of academic members on amended appointments shall be consistent with the terms outlined in Article 7.15.
- c) Professional Associates may teach a maximum of twelve (12) credit hours in one academic year as part of their assigned workload.
- d) Instructional Associates may teach a maximum of six (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 twelve (12) credit hours in one (1) academic year.
- f) No member may be compelled to teach more than the standard load [e.g., eighteen (18) credit hours in one (1) academic year for members on a full-time regular appointment].

9.4.2 Workload for Professional, Instructional, and Administrative Associates

- a) 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.
- b) The teaching workload, if any, of Professional Associates or Instructional Associates shall be assigned as per 9.3 (a), (b), and (c).
- c) If a Professional Associate or Instructional Associate teaches as part of their normal workload there shall be a commensurate reduction in their other duties. The Department (or unit as the case may be), shall meet and formulate a recommendation on the level of reduction in other duties and recommend this level of reduction to the Dean/Director.
- d) When release time is granted to a member who holds the rank of Professional Associate, Instructional Associate or Administrative Associate, the level of reduction in the member's workload shall be negotiated by the member and the Department to which the member belongs, subject to the approval of the Dean/Director.
- e) In the exceptional event that the Dean/Director disapproves the recommended level of reduction referred to in Clauses (c) and/or (d) of this Article, the Dean/Director shall give reasons and ask the Department to reconsider its recommendations. Should the Department and the Dean/Director reach an impasse, the Dean/Director shall determine the commensurate level of reduction.

It is the Dean's/Director's responsibility to ensure that the level of reduction is fair and equitable.

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 $\frac{4}{3}$ in calculating teaching load. For example, each of two (2) members team teaching a three (3) credit hour course will be granted two (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 two (2) members equally sharing a three (3) credit hour course will be given one and one-half (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 thirty-six (36) lecture contact hours for each three (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 thirty-six (36) contact hours for each three (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 three (3) credit hours course, in the event that the lecture contact hours lies between the minimum requirement and forty-nine (49) credit hours, then the instructor credit hour rating will be the regular course credit rating. For every additional fifteen (15) lecture contact hours, the instructor credit hour rating will be increased by one (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 three (3) students enrolled. Teaching load credit for undergraduate topics and tutorial courses will be one-third ($\frac{1}{3}$) the student credit hour rating.
 - v) Graduate Topics and Tutorial Courses are weighted as follows:
 - one (1) student: workload (and minimum weekly instructor contact) at one-half ($\frac{1}{2}$) the course credit hour rating.
 - two (2) students: workload (and minimum weekly instructor contact) at two-thirds ($\frac{2}{3}$) the course credit hour rating.
 - vi) In Music, assigned private instruction of one (1) student for one hour per week over the fall and winter terms equals one (1) credit hour of teaching

workload.

- vii)** In Music, large ensemble conducting [$>$ fifteen (15) members] over the fall and winter terms equals five (5) credit hours of teaching workload. Small ensemble and chamber music coaching/conducting will receive credit equivalent to one-half ($1/2$) the number of contact hours per week per term.
- viii)** Laboratory Instruction. Instructors who teach a 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 one-half ($1/2$) 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 one-quarter ($1/4$) 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 one-ninth ($1/9$) 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/Director 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 time-table, (c) run for a minimum of ten (10) weeks per term and (d) at least twenty percent (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 one (1) student for one (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 0.5 credit hours per student in a four (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 one (1) credit hour per student. Responsibility for supervision of a Masters Thesis (65:695, 07:650) shall equal one (1) hour per year, to a maximum of two (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 one and one-half to two (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/Director. Assistance, for example the services of an instructional designer, may be provided by the Educational Technology Unit.
 - xiii)** Teaching correspondence courses shall be calculated at the rate of twenty percent (20%) of the course credit hours of the first student, fifteen percent (15%) for the second student and ten percent (10%) for each subsequent student to a maximum of one hundred percent (100%) of the course credit hours.
- b)** Members performing the following duties shall receive a reduction in their teaching workload:
- i)** Department Chairpersons – three (3) credit hours
 - ii)** Head Coach of inter-university basketball or hockey for one (1) Canadian Conference season – nine (9) credit hours
 - iii)** Director of Athletics – nine (9) credit hours
 - iv)** Campus Recreation Director – nine (9) credit hours
 - v)** Director of International Projects – six (6) credit hours
 - vi)** Coordinator of the B.G.S. program – six (6) credit hours
 - vii)** The Coordinator of Student Advisors in Education – three (3) credit hours
 - viii)** The Director of Field Experience in Education – nine (9) credit hours
 - ix)** The Chair of the Graduate Program in Education – three (3) credit hours
 - x)** The Chair of the Graduate Program in Music – three (3) credit hours
 - xi)** The Director of BUHEP – seven (7) credit hours.
- c)** The University shall permit BUFA to purchase up to a six (6) credit hour reduction in the workload of the BUFA President at sessional rates, provided the Employer is able to obtain a sessional replacement.
- d)** Up to three (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 Employer shall permit the Eckhardt-Gramatte Conservatory of Music to purchase a three (3) credit hour reduction in workload for each of up to three Music Faculty members [a maximum of nine (9) credit hours] at sessional rates, provided the member and the Dean/Director agree.
- f)** Members may apply, on an annual basis, through the Department to the Dean/Director for a reduction in teaching load to carry out scholarship/research

projects.

- g) The Union agrees that any assignment of credit hours to members for activities not specified in this Article shall be negotiated between the member and the Dean/Director. The Union shall be notified, with a detailed description of any such assignment, within ten (10) days of the assignment being made.

9.6 Sessional Contracts and Stipends

- a) Non-members on external sessional appointments (as per 7.16 b (i) and members on internal sessional appointments shall be remunerated at sessional rates negotiated between the Parties. The remuneration shall be based on the credit hour rating assigned to the course or courses, or at the weighting outlined in this Collective Agreement, for which the sessional appointment is held.

Subject to the provisions of 9.4.1 (f), members who agree to provide one (1) workload hour beyond the standard load of eighteen (18) for the teaching of topics or tutorial courses, applied music instruction or the supervision of thesis/research projects shall do so without additional remuneration for this one (1) credit hour.

- b) Non-members seconded from other organizations [as per 7.16 b) ii] are not entitled to stipends but are governed during their teaching responsibilities for Brandon University by relevant articles of this Collective Agreement.
- c) Sessional stipends paid to members whose assigned teaching workload is lower than seventeen (17) credit hours shall be calculated from a total teaching workload of eighteen (18) credit hours.
- d) Members may elect to allocate their sessional stipends to a Faculty Fund. The operation and administration of the Faculty 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 Fund Committee.
- e) No member or non-member shall be issued contracts for sessional appointments totaling more than twelve (12) credit hours of teaching credit in any one (1) academic year.

9.7

The Employer recognizes the benefit for faculty members to have marker and demonstrator assistance in some courses and the benefits that accrue to students who serve in these functions and will provide funds for this purpose within the resources available to the faculties.

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 Employer as defined in this Collective Agreement.

10.2

Before agreeing to undertake any substantial paid professional activity, the member shall discuss the activity with the relevant Dean/Director to ensure that the activity conforms to the requirements of 10.1.

10.3

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

10.4

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: EVALUATIONS

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 (2) 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/Director's assessment of the member's performance as well as self evaluations by the member. Members shall 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 student achievements in which the instructor has played an important supporting role;
- Evidence of 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/Unit will devise an instrument for use in such surveys. The form and administration of this instrument must be agreed to by the Dean/Director and the Faculty/Unit, 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/Director 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 it is placed in the Member's Personnel File (see Article 19). Any Member who considers that he/she has been unfairly or inadequately evaluated may submit to his/her Dean/Director, within one (1) week of seeing the evaluation, a written objection, one (1) copy of which shall be attached to the evaluation in question and one (1) copy, signed by the Dean/Director as having been seen, kept by the Member.

ARTICLE 12: PROMOTIONS

12.1

Members may apply to their Dean/Director for promotion. Applications and supporting dossiers, as per Article 12.2, must be received by 1 October to be considered that year. By 15 October, Deans/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/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. The candidate's additions to the dossier are restricted to rebuttals at any stage of the proceedings, changes in status or clarification – but not content – of extant materials included when the dossier was originally submitted. The contents of the original dossier must be itemized by the applicant. Once it has been submitted, the candidate's Dean/Director is responsible for maintaining the dossier, informing the candidate of any additions, and ensuring that Committee members and the candidate have convenient, secure and unprejudiced access to the dossier.

All additions to the dossier, including sources and dates of such additions, must also be itemized by the Dean/Director.

12.3

Members of an applicant's Department, excluding members elected to the University's Promotions Committee, 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/Director and to the Chair of the University Promotions Committee by 1 November, with copies to the applicant. Departmental recommendations, which shall include written reasons, shall be signed by each member of the Department who voted in favour of the recommendation, with the exception of the candidate (and members elected to the University Promotions Committee). Abstentions or dissenting viewpoints will be supported by written reasons which must be substantive and clearly related to the qualifications by rank and criteria for promotion and sufficiently specific to enable the candidate to know the basis for the recommendation.

In the case of the applicants who are not members of a Department comprised of at least three members, the Dean/Director, in consultation with the applicant, shall designate a "non-Departmental Committee" consisting of at least three (3) members whose discipline areas are as closely related to the applicant's as possible. Applicants will be permitted two (2) vetoes in this selection process.

12.4

Applicants shall meet with their Dean/Director before 7 November. A copy of the Dean's/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 September a University Promotions Committee shall be struck consisting of:

- A Chairperson appointed by the President from among Professors and Professional Associate IVs
- One (1) tenured member elected by and from each of the faculties of Arts, Education, Music, Science and Health Studies
- One (1) tenured member elected by and from those Professional Associates who are not members of the above Faculties
- Two (2) Deans/Directors appointed by the President, plus one (1) alternate to replace a Dean/Director during deliberations and voting on applications where there may be a conflict of interest.

Applicants for promotion may not serve on the Committee.

12.6

A quorum at all meetings will consist of five (5) members, plus the Chairperson.

Decisions on recommendations will be reached by simple majority in an open recorded vote, with the Chair voting only in the event of a tie. Committee members shall absent themselves

from discussion and voting when applicants for whom they have prepared recommendations are considered.

The Committee may request to meet with applicants, their designate(s), or with anyone who has submitted recommendations. Deans/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 be informed of when witnesses are to appear before the University Promotions Committee, and shall have the right to be present, 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/Directors, and the Union.

The Committee's recommendations, signed by those members who voted in favour of the recommendation, as well as any abstentions or dissenting viewpoints, shall be supported by written reasons which must be substantive and clearly related to qualifications by rank and criteria for promotion, and be sufficiently specific to enable the candidate to know the basis for the recommendation.

12.7

- a) Promotions approved by the President shall be implemented by 31 January, with copies to applicants, Departments, Deans/Directors, and the Union. Negative decisions shall be sent by 31 January to the applicants with copies to Departments, Deans/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.
- b) Salary adjustments made necessary by promotion shall be effective on the beginning day of the pay period with includes 1 April.

12.8 Criteria for Promotion

- a) 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.
- b) 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.

- c) A record of accomplishment in scholarship/research and/or effectiveness in teaching within rank is expected for promotion to the next rank. A normal expectation is that Assistant Professors would require five (5) years within rank to demonstrate such a record and Associate Professors seven (7) years. While this is the normal expectation, it is recognized that some members will require less time in rank and some more time in rank in order to demonstrate such a record.

12.9

For promotion to Assistant or Associate Professor, excellence in one of teaching, scholarship/research or service to the University and community may compensate for achievements short of that specified in Articles 8.2 and 8.4 in one of the other criteria. For promotion to Professor, excellence in teaching attainment and scholarship/research may compensate for lesser achievement in service to the University and to the Community. Similarly, excellence in scholarship/research and service to the University and to the Community may compensate for lesser achievement in teaching attainment. External references (Article 8.3) are required for consideration of promotion to the rank of Professor. It is understood that there must be some demonstrated activity and accomplishment in the area for which compensation is being claimed.

12.10

For promotion to Professional Associate II or III, excellence in one of professional experience, professional attainment or service to the University and to the Community may compensate for achievement short of that specified in Article 8.5 in one of the other criteria. For promotion to Professional Associate IV, excellence in professional experience and professional attainment may compensate for lesser achievement in service to the University and to the Community. Similarly, excellence in professional attainment and service to the University and to the community may compensate for lesser achievement in professional experience. External references (Article 8.3) are required for consideration of promotion to the rank of Professional Associate IV. It is understood that there must be some demonstrated activity and accomplishment in the area for which compensation is being claimed.

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 ten (10) 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 15 October, a Promotion Appeals Committee shall be struck composed of one (1) member of the Associate Professor or Professor (or equivalent) rank appointed by the Union, a Dean/Director or tenured member or the Senate representative on the Board of Governors appointed by the President, and a Chairperson chosen by the first two (2) from among Brandon University's Professors and Professional Associate IVs. If the first two (2) cannot agree upon a Chairperson within one (1) week, he/she shall be chosen by random selection by the Joint Administrative Committee from among the Professors and Professional Associate IVs, with each party having three (3) exclusions. Members of the Promotion Committee and applicants for promotion cannot serve on the Promotion Appeals Committee. Members of the Promotion Appeals Committee may not have participated within the past eighteen (18) months in the preparation of recommendations for candidates whose appeals they review.

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 one (1) week of their being entered, and shall normally make its decision within one (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/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 recommendation of the University Promotion Committee was an arbitrary or capricious application of the criteria for promotion, or
- b) that the decision/recommendation was discriminatory (per Article 4), or
- c) that the decision/recommendation 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 than those outlined in subsections (a), (b),

or (c) of this Clause, then the Promotion Appeals Committee may not overturn the decision, but may order the appropriate procedures to be repeated, if they are found to have had a material effect on decision making.

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 7.4) must apply in writing to their Dean/Director no later than 1 October. By 15 September, Deans/Directors shall notify all members whose terms of appointment require that they be considered in that year. Applications and supporting dossiers, as per Article 13.2, must be received by 1 October. By 5 October Deans/Directors shall send the names of all candidates to relevant Departments. By 20 October Deans/Directors shall send the names of all candidates to the Chair of the relevant Faculty/Unit Tenure Committee and to the Chair of the University Tenure Committee.

13.2

Candidates shall prepare a dossier 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/Unit Tenure Committee, the Dean/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. The candidate's additions to the dossier are restricted to rebuttals, changes in status or clarification - but not content - of extant materials included when the dossier was originally submitted. The contents of the original dossier must be itemized by the applicant. All additions to the dossier, including sources and dates, must also be itemized. Once it has been submitted, the candidate's Dean/Director is responsible for maintaining the dossier, informing the candidate of any additions, and ensuring that Committee members and the candidate have convenient, secure and unprejudiced access to the dossier.

13.3

Members of a candidate's Department, excluding members elected to the Faculty and/or the University Tenure Committee, 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 relevant Dean/Director, the Chair of the Faculty/Unit Tenure Committee and to the Chair of the University Tenure Committee by 1 November, with copies to the candidate. Departmental recommendations, which shall include written reasons, shall be signed by each member of the Department who voted in favour of the

recommendation, with the exception of the candidate (and members elected to the Faculty/Unit and/or the University Tenure Committee). Abstentions or dissenting viewpoints will be supported by written reasons which must be substantive and clearly related to qualifications by rank and criteria for tenure, and sufficiently specific to enable the candidate to know the basis for the recommendation.

In the case of candidates who are not members of a Department comprised of at least three (3) members, the Dean/Director, in consultation with the candidate, shall designate a “non-Departmental Committee” consisting of at least three (3) 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 15 September each faculty/unit with candidates for tenure shall strike a Faculty/Unit Tenure Committee composed of five (5) tenured members elected by and from the members. The Faculty/Unit Tenure Committee shall, by 15 October, select one (1) of its members to chair the Committee. The candidate shall meet with the Faculty/Unit Tenure Committee by 7 November. Decisions on recommendations will be reached by simple majority. The Chair will vote.

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/Director. The Committee's recommendations, as well as any abstentions or dissenting viewpoints, shall be supported by written reasons which must be substantive and clearly related to qualifications by rank and criteria for promotion.

13.5

Candidates shall meet with their Dean/Director before 7 November. A copy of the Dean's/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 (1) tenured member elected by and from each of the faculties of Arts, Education, Health Studies, Music, and Science
- One (1) tenured member elected by and from those Professional Associates who are not members of the above Faculties
- Two (2) Deans/Directors appointed by the President, plus one (1) alternate to replace a Dean/Director during deliberations and voting on applications where there may be a conflict of interest.

A quorum at all meetings will consist of five (5) members, plus the Chairperson.

Decisions on recommendations will be reached by simple majority in an open and recorded vote, with the Chair voting only in the event of a tie. Committee members shall absent

themselves from discussion and voting when candidates for whom they have prepared recommendations are considered.

The Committee may request to meet with the candidate, their designate(s), or with anyone who has submitted recommendations. Deans/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 be informed of when witnesses are to appear before the University Tenure Committee, and shall have the right to be present, and to question evidence presented. The candidate may enlist the aid of the Union of 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/Directors, and the Union.

The Committee's recommendations, signed by those members who voted in favour of the recommendation, as well as any abstentions or dissenting viewpoints, shall be supported by written reasons which must be substantive and clearly related to qualifications by rank and criteria for promotion, and be sufficiently specific to enable the candidate to know the basis for the recommendation.

13.7

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

- be offered a Tenured Appointment, or
- be refused a Tenured Appointment, or
- if applying early, reapply in the next academic year, or
- if applying in the last year of a probationary contract, granted a one-year extension.

13.8

Tenure recommendations approved by the President shall be implemented by 31 January, with copies to candidates, Departments, Deans/Directors, and the Union. Negative decisions shall be sent by 31 January to the candidates with copies to Departments, Deans/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.

13.9 Criteria for Tenure

Tenured appointments will be offered as first appointments normally only to individual's 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 for tenure 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 Article 13.11 below. In applying the criteria to persons in academic rank, all relevant factors included in Articles 8.2, 8.3 and 8.4, shall be taken into account. In applying the criteria to members in the Professional Associate ranks, all relevant factors in Article 8.5 shall be taken into account, in light of the job description stipulated in Article 8.5.1(e) and Appendix B.

13.11

Recommendations and decisions must take into account the applicant's entire academic career and 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 on Assistant, Associate or Full Professor, documented excellence in teaching attainment or in scholarship/research may compensate for achievements short of that specified in Articles 8.2 and 8.4 in one of the other criteria. In Tenure decisions for Professional Associates, documented excellence in professional experience or professional attainment may compensate for achievement less than that specified in Article 8.5 in one of the other criteria. It is understood that there must be some demonstrated activity and accomplishment in the area for which compensation is being claimed.

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 ten (10) 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 15 October, a Tenure Appeals Committee shall be struck composed of one (1) member of Associate Professor or Professor (or equivalent) rank appointed by the Union, a Dean/Director or tenured member or the Senate representative on the Board of Governors appointed by the

President, and a Chairperson chosen by the first two (2) from among tenured members. If the first two (2) cannot agree upon a Chairperson within one (1) week, he/she shall be chosen by random selection by the Joint Administrative Committee from among tenured members, with each party having three (3) exclusions. Members of the Tenure Committee and candidates for tenure cannot serve on the Tenure Appeals Committee. Members of the Appeals Committee may not have participated within the past eighteen (18) months in the preparation of recommendations for candidates whose appeals they review.

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 one (1) week of their being entered, and shall normally make its decision within one (1) 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/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 recommendation of the University Tenure Committee was based on a misapprehension or misapplication of the criteria for tenure, or was otherwise arbitrary, capricious, discriminatory, or in bad faith, or
- b) that the decision/recommendation was discriminatory (per Article 4), or
- c) that the decision/recommendation violated the appellant's academic freedom (per Article 5),

then the Tenure Appeals Committee may overturn the decision of the President and offer a Tenured Appointment or grant a one (1) year extension of the probationary appointment. If the appeal was on any other grounds than those outlined in subsections (a), (b), or (c), of this Clause, 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 two (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 three-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 three (3) days of that date, and the two (2) appointees shall name a mutually acceptable Chairperson within one (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 four (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 Employer. Unless agreement is reached on other methods within twenty-one (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 six (6) months written notice (or pay in lieu of notice) and severance allowance as determined below:

- a) members on probation shall receive six (6) months salary,
- b) members on Tenured and non-probationary Continuing Appointments shall receive twelve (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 four (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 one (1) week of such notice, the Union may challenge the contention that retrenchment is necessary, in which case it will appoint two (2) members to a Joint Retrenchment Committee (J.R.C.). Within three (3) days of the Union appointment, the President shall appoint two (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 three (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 six (6) months notice,
- b) Members on tenured or non-probationary continuing appointments who are laid off, will receive twelve (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 four (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 16.2 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/Director.

16.7

The Dean/Director 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 two (2) weeks of the Dean's/Director's notification to the member (Clause 16.7).

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 five (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/Director and appellants agree to reject a name, it shall be replaced. The Dean/Director and the appellants may each reject three (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 two (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/Director 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/Director 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/Director.

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 twelve (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 two (2) members appointed by the Employer, two (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 individuals 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/Directors.

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 twelve (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 one (1) month of the President's notifying the member (Article 16.17) and shall arrive at a decision within two (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 six (6) months salary and an additional three (3) months salary for each year of service to Brandon University beyond the first year to a maximum severance allowance of twelve (12) months salary. Members may choose to receive their severance allowance in a lump sum, or in equal monthly installments, 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 two (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 twelve (12) months notice if he/she has more than six (6) years service, and he/she shall be given not less than six (6) months notice if he/she has six (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 fourteen (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 two (2) members appointed by the Union, two (2) members appointed by the President and a Chairperson chosen by the four (4) appointees from among Brandon University's Professors and Professional Associate IV's. If these four (4) cannot agree upon a Chairperson within one (1) week, he/she shall be chosen by random selection from among the Professors and Professional Associate IV's, with each party having three (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 17.2 (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 17.3 and 17.4 (above) shall be final and binding on both Parties and the member affected.

17.6

The Committee shall hear the appeal within two (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 two (2) members appointed by the Employer, two (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/Directors.

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 two (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 twelve (12) months would enable the member to become 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 one (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 one (1) month of the notification as per Clause 17.2, or if the decision is appealed and the decision is upheld, then the Redeployment Committee must meet within one (1) month of the notification to the President and the Union as per Clause 17.4.

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 one (1) month's salary for each year of service to Brandon University beyond the first year, to a maximum severance allowance of twelve (12) months salary. Members may choose to receive their severance allowance in a lump sum or in equal monthly installments, 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 six (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 six (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 fifteen (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 fifteen (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 Human Resources Office. 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 Human Resources 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/Directors and the Vice-President (Academic & Research) may maintain working files, a list of which will be included in the personnel 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 Human Resources Office, 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 one (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 Employer.

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 six (6) weeks, with four (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/Director before the vacation is taken. All members, including Instructional Associates, shall be entitled to take their vacations for an uninterrupted period [namely five (5) or six (6) 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 Employer.

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/Director, 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/Director for a specified period of time. Such leave shall not be unreasonably refused. Compassionate Leave shall be at full salary and benefits.

20.17

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 one hundred eighty (180) consecutive days. At the conclusion of the one hundred eighty (180) days, benefits to which the member may be entitled under the Long Term Disability Plan come into effect. Members shall notify their Deans/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 five (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. As a reflection of this recognition, the Parties have undertaken to utilize the services of the provincial Employee Assistance Program or equivalent, as appropriate and when available. 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/Director to whom a member is responsible feels that the member's work performance is unsatisfactory.

- 1) The Dean/Director will discuss the member's work performance with the member. This interview serves to establish the fact that the Dean/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/Director, the problem persists, a second interview

may be held in which the Dean/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/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/Director) 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 four (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/Director 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 six (6) years, then after the sixth (6th) 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 Employer), 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/Director and the Department concerned.

20.23

Leave granted under Article 20.22 shall be accompanied by a statement as to whether the leave period is declared by the Employer to be for the same purpose as sabbatical leave as defined in Article 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/Adoption Leave

In order to qualify, a member must:

- i)** hold a continuing, probationary or tenured appointment, or
- ii)** hold a term appointment of two (2) years or greater in duration,
- iii)** have completed at least nine (9) consecutive months of employment with the University, with an appointment of at least fifty percent (50%) of a normal workload immediately prior to the date on which the proposed leave commences,
- iv)** submit a written application for maternity leave to the Dean/Director prior to the commencement of the academic term during which the requested leave would occur,
- v)** Provide the Dean/Director with a certificate from a duly qualified medical practitioner certifying that the member is pregnant and specifying the estimated date of her delivery,
- vi)** In the case of adoption leave, provide the Dean/Director with evidence of the commencement/completion of legal proceedings leading to/resulting in adoption, and a statutory declaration that the member is the primary caregiver of the child.

The member is required to return to work upon the expiration of the maternity/adoption leave for an equivalent period to the maternity/adoption leave taken. Members receiving maternity/adoption benefits will be required to sign an agreement acknowledging that failure to return to work for the time period specified above will result in a requirement for repayment of the salary received during the leave.

Members who qualify are entitled to one (1) of the following two (2) maternity/adoption leave options:

A. A maximum of three (3) months maternity/adoption leave with full salary and benefits. The normal workload for members on Maternity/Adoption Leave during the academic year shall be in the range of two-thirds (2/3) to three-quarters (3/4) of that person's workload. Such a reduction in the teaching workload would normally only apply to Maternity/Adoption 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/Adoption Leave is to be taken at that time.

OR

B. Members who provide Human Resources with proof that they have applied for, and are eligible to receive, Employment Insurance maternity leave benefits are entitled to:

- i) a period of leave not exceeding seventeen (17) weeks except as described below;
- ii) in the case of maternity leave, a period of leave of seventeen (17) weeks plus an additional period equal to the period between the estimated date of delivery specified in the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.

During the period of maternity/adoption leave, the member who qualifies is entitled to receive a maternity/adoption leave allowance as follows:

- i. for the first two (2) weeks, the member will receive ninety-three percent (93%) of her regular bi-weekly salary from the University, and
- ii. for a maternity leave of up to a maximum of fifteen (15) additional weeks, the member shall receive payments equivalent to the difference between the Employment Insurance benefits she receives and ninety-three percent (93%) of her regular bi-weekly salary.
- iii. for adoption leave the member shall receive payments equivalent to the difference between the Employment Insurance benefits he/she is eligible to receive and ninety-three percent (93%) of the member's regular bi-weekly salary for a maximum of up to ten (10) additional weeks, and if;
 - the adopted child is six (6) months of age or older at the time of the child's arrival at the member's home or actual placement with the member for the purposes of adoption; and
 - a medical practitioner or the agency that placed the child certifies that the child suffers from physical, psychological or emotional conditions that requires an additional period of parental care;then the member shall receive payments equivalent to the difference between the

- Employment Insurance benefits he/she is in receipt of and ninety-three percent (93%) of his/her bi-weekly salary for each additional week he/she is in receipt of Employment Insurance benefits for up to a maximum of five (5) additional weeks.
- iv. The combination of Employment Insurance benefits, maternity/adoption leave allowance from the University, and any earnings received from all sources can not in respect of any week, exceed ninety-three percent (93%) of the member's regular salary.

The maternity leave must commence no later than the date of delivery and must be taken in one consecutive period. The adoption leave must commence during the week in which the adoption takes place and must be taken in one consecutive period.

Contributions to the University Retirement Plan and group benefit plans shall be continued by the University and the Member throughout the period of the maternity/adoption leave on the basis of one hundred percent (100%) of the regular salary. The period of leave shall count as credited service in the calculation of pension benefits. The member's contributions will be deducted from the maternity/adoption leave allowance paid by the University to the member.

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 the Employer and of the academic community in general.

20.26

Eligible members requesting a sabbatical shall make application in writing to the Dean/Director by March 1st of the calendar year prior to the beginning of the academic year for which the sabbatical leave is requested. (For example: If a Member wishes to apply for a sabbatical to start any time between 1 September 1998 and 31 August 1999, he/she must apply before 1 March 1997).

20.27

The application shall include a summary of scholarly and professional activities undertaken by the member during his/her most recent leave (see Article 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 Article 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 thirteen (13) members (or equivalent) in any one (1) 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 Projects, the Employer shall provide paid Special Leaves and Sabbatical Leaves for a full year for one (1) member (or equivalent) in any one (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 (1/2) sabbatical leave after six (6) years of service. Should this option be approved, the member shall be entitled to receive one hundred percent (100%) 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 one (1) member from a Department of four (4) or fewer eligible members, two (2) members from a Department of five (5) to nine (9) eligible members, three (3) members from a Department of ten (10) to fourteen (14) eligible members, and four (4) members from a Department of fifteen (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 Articles 20.29 and 20.30. Members shall defer leaves in the order:

- a) those who were last on sabbatical or similar (as defined in Articles 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 Article 20.29 or 20.30, shall not forfeit the leave credits which they have accumulated. The excess service due to the application of Article 20.29 or 20.30 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/Director at least eight (8) months prior to the commencement of the leave. It is the responsibility of the member to notify the Dean/Director in writing of any changes in plans and to consult with the Dean/Director on these changed plans.

20.35

A member shall submit to his/her Dean/Director within one (1) 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/Director 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 six (6) years and for a half sabbatical leave after three (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 Employer 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 two (2) years elsewhere as one (1) year at Brandon University to a maximum of two (2) years toward a full sabbatical leave and one (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 Article 20.29 or 20.30 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 eighty percent (80%) of his/her annual salary in effect during the sabbatical period, with the Employer continuing benefit payments at base salary rates [however, see Article 20.29 (c)].

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. Entering into such special arrangements shall not be a condition of employment, except for those external sessional appointments (Article 7.16 b) made for the purpose of developing courses for distributed/distance delivery. The Union shall be notified of any such external sessional appointments.

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, including distance delivery, 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 Employer 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 forty percent (40%) to the Employer and sixty percent (60%) to the member. The amount of rent and fees for such external use shall be established by agreement between the Parties.

21.6

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 Employer.

21.7

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.

21.8

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.

21.9

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 Employer and of the member.

21.10

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.

21.11 Severability of Recorded Works

Where more than one 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.

21.12

Where more than one 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.

21.13

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.

21.14 Estates

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

21.15

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 Employer, 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 fifty percent

(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, with the exception of new externally generated funds targeted for specific research projects and/or research infrastructure enhancement, shall be administered by a Research Committee composed of:

- Two (2) members elected by and from each of the Faculties of Arts, Science, Education, Health Studies and Music,
- One (1) member elected by and from among members in Student Services, Educational Technology Unit, and the Library, and
- Two (2) Deans/Directors or Members appointed by the President.
- The Vice-President (Academic & Research), who shall serve as Chair.

Members shall be elected for a three-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 six (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 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's 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 (1) month after the applicant is notified of the decision. Within one (1) 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 (2) 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 (1) 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 and, for the interim period November 12, 1997 through January 5, 1999, the School of Health Studies. 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 two (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/Director; Department members shall form a majority of the Committee; the Dean/Director may vote only to break a tie;
- b) terms of office may not exceed three (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 three (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/Director shall strike a Review Committee at the request of two (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 three (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 three (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 of the Athletic Directorate shall strike a Review Committee at the written request of two (2) members of the Physical Educational and Campus Recreation Department and three (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;
- six representatives, one elected by and from the Faculties of Arts, Science and Education, the Schools of Music and Health Studies, and Student Services;
- the Vice-President (Academic & Research) as Chair.

The term of office for the Coordinator of the Bachelor of General Studies program shall be three (3) years (renewable).

ARTICLE 26: DURATION AND CONTINUANCE OF THE AGREEMENT

26.1

This Collective Agreement shall be for four (4) years from 1 April 1998 to 31 March 2002.

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 Article

26.2) 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:

- 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/Director 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 thereafter 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.

26.7

The Parties hereby acknowledge the benefits of a consultative process for the purpose of discussing issues relating to the workplace which affect the Parties to this Agreement or any member bound thereby. To this end, the Parties recognize the provisions of Section 81 (2) of the Labour Relations Act. Specifically, the Parties agree to establish a Joint Consultation Committee, consisting of three (3) persons representing each Party. The Committee shall, at the request of either Party, meet at least once every two (2) months, or at such times and in such manner as the Parties may agree.

Quorum for meetings of the Joint Consultation Committee shall be four (4) members, provided that at least two (2) members from each Party are present. The Chair shall alternate, from meeting to meeting, between the Parties and retain voting rights.

26.8 Right to Privacy

The Parties agree that members have the right to privacy, consistent with the traditions of Academic Freedom and Article 5 of this Collective Agreement. Furthermore, the Parties agree to the application of the provisions of the Manitoba Freedom of Information and Protection of Privacy Act, or any other applicable statutes of Manitoba and the government of Canada related to privacy, as they may be proclaimed or amended from time to time.

26.9 Technological Change

The Parties recognize that technological change may affect the environment within which the professional duties and responsibilities of members are undertaken. Accordingly, the Parties agree that a Technology Review Committee shall be established to make recommendations, when requested to do so by either Party, regarding changes in technology (hardware and software). Prior to the implementation of such technological change, the Employer shall notify BUFA in writing of the proposed change. The Technology Review Committee shall consist of three (3) persons representing each Party. Quorum for meetings of the Technology Review Committee shall be four (4) members, providing that at least two (2) members from each Party are present. The Chair shall alternate from meeting to meeting, between the Parties, and retain voting rights. Recommendations of this Committee must be submitted to the Employer within thirty (30) calendar days after the notice of the proposed change, or such further period as the Parties may mutually agree. If no such timely recommendation is submitted, the Employer is free to implement the proposed change. Minority, as well as majority, recommendations may be submitted.

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 two (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 entering 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 of Governors be different from that of the Department, it shall state reasons for the difference in its report to the Board of Governors.

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 of Governors. 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 have received had they been in the bargaining unit throughout.

28.9

Academic administrators who teach as part of their workload shall participate as full members of their Departments.

ARTICLE 29: JOINT ADMINISTRATIVE COMMITTEE

29.1

A Joint Administrative Committee (JAC) consisting of three (3) representatives of each Party shall be established. Either Party may at any time, but with seven (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 JAC 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 JAC or to form sub-Committees thereof in order to expedite its proceedings.

29.4 Procedures

The JAC shall meet as necessary. Either party may call a meeting on seven (7) days written notice. The Parties shall exchange agendas at least forty-eight (48) hours prior to any meeting. Two (2) members of the Committee representing each Party must be present to constitute a quorum. Decisions of the Committee shall, when initialed by all Committee members, constitute Memoranda of Agreement between the Parties. Such memoranda may interpret, but may not amend, the Collective 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 (1) member of the BUFA Executive, one (1) member of the Board of Governors, one (1) administration representative, one (1) 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/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 Employer;
 - 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/Director shall certify in writing to the Review Committee that the Faculty/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 Faculty/Unit had not met its employment goals. Where these criteria have not been met, the Dean/Director shall reject the recommendation from the selection Committee.
- i) Any alleged violation of the provisions of this Article or any decision of the Dean/Director to reject a recommendation for appointment under this Article, may be grieved by any member of the Faculty/Unit 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 Union 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 Faculty/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/Director, 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/Director 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 faculties/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 (1) year of April 1, 1988 and a similar retrospective review of five-year intervals thereafter. The Review Committee shall report at least annually to the Parties to this agreement. The Review Committee shall include an assessment of the progress being made towards the objectives of this Article. The Review Committee may assist academic Faculties/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/Director or those concerned and ask the Dean/Director to relieve him/her of any related

supervisory or evaluative role. The Dean/Director 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 Article 31.5 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 Article 31.5. 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 Article 31.5 may be subject to the grievance and arbitration procedure. No one involved in the dispute as a mediator under Article 31.4 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 Article 31.5.

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 one (1) copy to each member, to send ten (10) copies to the Union offices, and to make additional copies available at cost.

ARTICLE 33: SALARIES AND BENEFITS

Salaries and benefits for the period covered by this Collective Agreement shall be as listed in Appendix F.

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). Job descriptions for new positions shall be included in this Collective Agreement when they have been approved by the Employer and prior to candidate interviews.

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 University Librarian 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 University Librarian 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 University Librarian for the operation of all computerized systems, including the modules of BU CAT 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 two (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.
4. Joint planning (with PENT) of on-campus spring and summer courses.
5. Program modifications in collaboration with Centre Coordinators/Administrators.
6. 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):

1. 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.

JOB DESCRIPTIONS OF INSTRUCTIONAL 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). Job descriptions for new positions shall be included in the Collective Agreement when they have been approved by the Employer and prior to candidate interviews.

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
 - i) 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 palaeontology 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 Health Studies

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 ADMINISTRATIVE 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). Job descriptions for new positions shall be included in this Collective Agreement when they have been approved by the Employer and prior to candidate interviews.

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 BUNTEP

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: SALARIES AND BENEFITS

F.1 Salaries

Salary adjustments will not apply to members who retired or terminated their employment with the University prior to 1 September 1998.

Salary scale for the period 1 April 1998 to 31 March 1999
(Effective the first day of pay period which includes April 1, 1998)

	Floor	Increment	Steps	Threshold	Increment	Steps	Ceiling
Professor/PA IV	\$ 64,978	\$ 2,285	10	\$ 87,832	\$ 1,143	4	\$ 92,403
Associate Professor/ PA III	51,875	1,881	11	72,570	941	3	75,392
Assistant Professor/ PA II/AAIL	39,494	1,473	12	57,174	737	2	58,648
Lecturer/PA I/AAL	33,564	1,076	8	42,175	539	2	43,252
IA III	33,564	1,076	8	42,175	539	2	43,252
IA II	30,354	969	8	38,105	484	2	39,073
IA I	27,153	861	8	34,043	430	2	34,904

a) Scale

Effective 1 April 1998, all members holding full-time or part-time appointments shall receive an increase of 0.5 per cent which is represented in the above salary scales.

b) Back Increments

On 1 April 1998, salaries will be adjusted by an amount equal to a service increment for 1993 for all members who would have been eligible for that increment. As a principle, any member promoted shall not be disadvantaged due to that promotion with regard to salary levels. A back increment shall be treated the same as a normal increment when implemented.

No one shall get a salary greater than the ceilings in place as of 31 March 1998, subject to scale increases.

There shall be no pay-out of salary adjustments not allocated in the event of termination of employment or retirement prior to 31 March 2002.

c) Current Increment

Effective 1 July 1998, all members holding full-time or part-time appointments shall receive a service increment as specified above. No member shall be entitled to two current service increments in the same calendar year.

d) Signing Bonus

All regular full-time and part-time members of record as of the date of ratification of this collective agreement shall be entitled to a signing bonus of \$500.00, pro-rated for part-time members.

Salary scale for the period 1 April 1999 to 31 March 2000
 (Effective the first day of pay period which includes April 1, 1999)

	Floor	Increment	Steps	Threshold	Increment	Steps	Ceiling
Professor/PA IV	\$ 65,628	\$ 2,308	10	\$ 88,710	\$ 1,154	4	\$ 93,327
Associate Professor/ PA III	52,394	1,900	11	73,296	950	3	76,146
Assistant Professor/ PA II/AAll	39,889	1,488	12	57,746	744	2	59,234
Lecturer/PA I/AAl	33,900	1,087	8	42,597	544	2	43,685
IA III	33,900	1,087	8	42,597	544	2	43,685
IA II	30,658	979	8	38,486	489	2	39,464
IA I	27,425	870	8	34,384	434	2	35,253

a) Scale

Effective 1 April 1999, all members holding full-time or part-time appointments shall receive an increase of 1.0 per cent which is represented in the above salary scales.

b) Current Increments

Effective 1 July 1999, all members holding full-time or part-time appointments shall receive a service increment as specified above. No member shall be entitled to two current service increments in the same calendar year.

Salary scale for the period 1 April 2000 to 31 March 2001
 (Effective the first day of pay period which includes April 1, 2000)

	Floor	Increment	Steps	Threshold	Increment	Steps	Ceiling
Professor/PA IV	66,284	2,331	10	89,597	1,166	4	94,260
Associate Professor/ PA III	52,918	1,919	11	74,029	960	3	76,907
Assistant Professor/ PA II/AAll	40,288	1,503	12	58,324	751	2	59,827
Lecturer/PA I/AAl	34,239	1,098	8	43,023	550	2	44,122
IA III	34,239	1,098	8	43,023	550	2	44,122
IA II	30,964	988	8	38,870	494	2	39,859
IA I	27,699	879	8	34,728	439	2	35,605

a) Scale

Effective 1 April 2000, all members holding full-time or part-time appointments shall receive an increase of 1.0 per cent which is represented in the above salary scales.

b) Back Increments

On 1 April 2000, salaries will be adjusted by an amount equal to a service increment for 1995 for all members who would have been eligible for that increment. As a principle, any member promoted shall not be disadvantaged due to that promotion with regard to salary levels. A back increment shall be treated the same as a normal increment when implemented.

No one shall get a salary greater than the ceilings in place as of 31 March 1998, subject to scale increases.

There shall be no pay-out of salary adjustments not allocated in the event of termination of employment or retirement prior to 31 March 2002.

c) Current Increment

Effective 1 July 2000, all members holding full-time or part-time appointments shall receive a service increment as specified above. No member shall be entitled to two current service increments in the same calendar year.

Salary scale for the period 1 April 2001 to 31 March 2002

(Effective the first day of pay period which includes April 1, 2001)

	Floor	Increment	Steps	Threshold	Increment	Steps	Ceiling
Professor/PA IV	67,279	2,366	10	90,941	1,183	4	95,674
Associate Professor/ PA III	53,712	1,948	11	75,139	974	3	78,061
Assistant Professor/ PA II/AAll	40,893	1,525	12	59,199	763	2	60,724
Lecturer/PA I/AAl	34,752	1,114	8	43,668	558	2	44,783
IA III	34,752	1,114	8	43,668	558	2	44,783
IA II	31,429	1,003	8	39,454	502	2	40,457
IA I	28,114	892	8	35,249	445	2	36,139

a) Scale

Effective 1 April 2001, all members holding full-time or part-time appointments shall receive an increase of 1.5 per cent which is represented in the above salary scales.

b) Back Increments

On 1 April 2001, salaries will be adjusted by an amount equal to a service increment for 1996 for all members who would have been eligible for that increment. As a principle, any member promoted shall not be disadvantaged due to that promotion with regard to salary levels. A back increment shall be treated the same as a normal increment when implemented.

No one shall get a salary greater than the ceilings in place as of 31 March 1998, subject to scale increases.

There shall be no pay-out of salary adjustments not allocated in the event of termination of employment or retirement prior to 31 March 2002.

c) Current Increment

Effective 1 July 2001, all members holding full-time or part-time appointments shall receive a service increment as specified above. No member shall be entitled to two current service increments in the same calendar year.

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 nine (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 one (1) year's duration, but more than six (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 twelve (12) months or more consecutive 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 member's rank.

F.4 Allowances

Effective 1 April 1998, 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 fifty-third (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

The sessional stipend shall be \$3,000 per three (3) credit hour course as of 1 April 1998, \$3,033 per three (3) credit hour course as of 1 April 1999, \$3,066 per three (3) credit hour course as of 1 April 2000, and \$3,099 per three (3) credit hour course as of 1 April, 2001.

F.6 Cancellation Fee

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 fifteen (15) day period prior to the start date and for which there is a signed contract will have a fifteen percent (15%) fee.
- b) All courses cancelled after the official start date will have a twenty-five percent (25%) fee.

F.7 Professional Development Allowance

- a) 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/Unit on the basis of \$765 per full-time member (exclusive of sessional appointments.)
- b) The Travel Funds shall be administered by the Dean/Director. The Dean shall establish rules and regulations (which include criteria and priorities) after consulting with the members of his/her Faculty/Unit. Requests for reimbursement must be submitted on the University expense report, accompanied by the appropriate receipts and authorized by the Dean/Director.
- c) The University shall provide funds to each Faculty/Unit 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/Unit inventory, and shall be made available for the use of other members of the Faculty/Unit. Applications for reimbursement shall be made once per year to the Dean/Director.

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 Members Leaving BU 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 one hundred percent (100%) waiver of tuition for credit courses taken at Brandon University.

F.11 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 five (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.12 Expense and Travel Allowances

F.12.1

The University shall reimburse members travelling on University business at the rate of thirty (30) cents per kilometre.

F.13.2

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

The distance compensation stipend for six (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 three (3) months' salary shall be paid by the Employer as Severance Pay to the estate of the member.

Appendix G: Reclassification Procedures for Instructional Associates and Administrative Associates

G.1

Members who are Instructional Associate and Administrative Associates 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 six (6) members:

three (3) appointed by the President
three (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/Director and to the Committee. The Dean/Director 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 Appendix D and the Qualifications of Instructional Associates as outlined in Article 8.6 and the qualifications of Administrative Associates as outlined in Article 8.7 shall be the basis for the decision-making process. Decisions shall normally be made within thirty (30) days of the application, and sent to the President, with copies to the applicant, Department, Dean/Director, and Union. The decision of the Committee shall be final and binding.

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BUFA NEGOTIATORS

Joe Dolecki

Bruce Forrest

Dennis Oleson

BOARD NEGOTIATORS

T. Patrick Carrabr 

Ronald Common

Scott Lamont

Barbara Smith

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

Joe Dolecki, President
Brandon University
Faculty Association

Robert Cochrane, Chair
Board of Governors
Brandon University

C. Dennis Anderson
President
Brandon University

Beverly Chapman-Park
Administration & Finance
Brandon University
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