

## ARTICLE 19 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### III.11 Academic Administrators

III.11.1 Academic administrators are persons who, in addition to their administrative office, hold probationary or tenured faculty appointments in departments or programs, but who are excluded by definition from the bargaining unit because of their administrative office.

III.11.2 Faculty and librarian members who are appointed as academic administrators or as members of the Board of Governors shall retain their academic status within their departments or programs. During their term of administrative or Board service, they shall be deemed eligible for consideration by Departmental/Program Personnel Committees, ~~departmental/program~~ **Chairs of Departmental/Program Personnel Committees**, COAP, and the **Dean/University Librarian** for career development decisions, including merit awards, on the basis of their academic achievements over that period. Where an academic administrator or faculty member on the Board of Governors is awarded a merit award, such shall be in addition to the number provided for in III.9.2.1.

*see MOU 2006-07 re limitations on Academic Administrator to make recommendations for personnel decisions*

### III.11.3 Re-entry of Academic Administrators

Academic administrators, as defined above, and faculty members on the Board of Governors, shall retain the right to enter or re-enter on a full-time basis their departments or programs, and the right to enter or re-enter the bargaining unit, at such time as they relinquish their academic administrative or Board appointments.

An individual re-entering the bargaining unit shall normally return to the department or program of which s/he ~~were~~ **was** a member before receiving the administrative or Board appointment. When entering the bargaining unit for the first time, the individual shall normally remain in the department or program which initially accepted her/his qualifications (see III.5.3.3). Alternatively, in either case, the individual could return to a different department or program in accordance with the provisions of III.14.

III.11.4 ~~Any member~~ **An individual** entering or re-entering the bargaining unit after service as an academic administrator or as a member of the Board of Governors shall be placed at a salary step determined by the Board and consistent with the provisions of this Agreement concerning promotion, merit

and tenure, and shall enjoy all rights and privileges and accept duties and responsibilities of members according to IV.1.1 and IV.1.2.

**All references in III.9 to “Dean” shall be taken to refer to “University Librarian” as appropriate. Likewise, all references to “Departmental/Program Personnel Committee” shall be taken to refer to “Library Personnel Committee” as appropriate, and all references to “Chair of the Departmental/Program Personnel Committee” shall be taken to refer to “Chair of the Library Personnel Committee” as appropriate. Likewise, all references to “Departmental/Program Tenure Committee” shall be taken to refer to “Library Permanency Committee” as appropriate, and all references to “Chair of the Departmental/Program Tenure Committee” shall be taken to refer to “Chair of the Library Permanency Committee” as appropriate.**

*possibility of splitting out CDI and merit clauses and moving to Articles 11 and 18*

III.9 Career Development Increments and Merit

~~III.9.1 Career Development Increments~~

III.9.1.1 Denial of Career Development Increment

No member shall be denied an annual career development increment (**CDI**) provided for in Schedule A of this Agreement, except in consequence of a disciplinary decision to deny it, reached in accordance with the provisions of this Article.

III.9.1.2 Where the Dean is concerned about a member's performance of required duties and responsibilities, to the extent that there may be a serious deficiency which could lead to the denial of a CDI, the Dean shall consult with COAP in order to determine whether to initiate the following procedures:

III.9.1.2(a) If it is determined that the matter should be pursued, **the case shall be formally submitted to COAP, and COAP will be provided with the documentation to justify this concern.**

**If COAP agrees that the matter should be pursued,**

- i) the Dean shall inform the member of **the Dean's concerns, as confirmed by COAP, the action** and the reasons **for these concerns;**

- ii) ~~the case shall be formally submitted to COAP, and the Committee will be provided with the documentation to justify this concern; and,~~
- iii) the Dean shall **copy these concerns to ask the advice of the Chair of the department/program Personnel Committee, who shall then consult with the department/program Personnel Committee**, and through the Department/Program Chair the advice of the ~~Departmental/Program Personnel Committee in writing; the Dean shall forward this advice to COAP.~~

III.9.1.2(b) **The Dean COAP shall invite the member and the Chair of the member's department/program Personnel Committee to respond within four (4) weeks to the case made by the Dean under (a) (ii). The responses must be in writing and must contain whatever supporting evidence the member and/or the Chair of the member's department/program Personnel Committee deems pertinent.**

III.9.1.2(c) After considering the member's response, COAP shall advise the Dean ~~and the member~~ either:

- i) that the Dean's concerns regarding the member's performance are well-founded; or,
- ii) that these concerns are not well-founded.

III.9.1.2(d) Upon receiving COAP's advice, **the Dean will request a meeting with the member in order to discuss with the member concerns about the member's performance in carrying out his/her required duties.**

**Following this meeting,** the Dean may recommend to the President that the annual career development increment of the member be denied. The Dean, in doing so, must inform the member concerned in writing, ~~and include in this information a copy of the recommendation of COAP.~~

III.9.1.2(e) The Dean's recommendation to the President (sub-paragraph (d) above) shall specify an effective date for the CDI denial, which shall normally be the second July 1 subsequent to the communication of the decision by the President to the member.

**III.9.1.2 (f) After the President has communicated the decision to the member, with a copy to the Dean, the Dean will request a meeting with the member in**

**order to discuss and formulate a plan with the member to address the deficiencies in carrying out his/her required duties.**

III.9.1.2(f) During the period after receipt of the President's letter but prior to the effective date of CDI denial, the member may ask COAP, through the Dean, to reconsider the CDI denial, based upon any significant new information regarding performance of duties.

III.9.1.3 A member denied a career development increment hereunder is to consider such an action a serious disciplinary warning concerning performance of required duties. **A member denied a second career development increment will be subject to progressive discipline, as per VI.10.4.**

~~III.9.1.4 In the case of librarian members, the place of the Chair and the Dean shall be taken by the University Librarian, and the place of the Departmental/Program Personnel Committee and COAP shall be taken by the Library Personnel Committee.~~

III.9.1.5 Alternative Duties Arrangements

III.9.1.5.1 Where the Dean has advised a member that there are concerns about the member's performance of duties (see III.9.1.2.(a) (i)), ~~or~~ **and** where COAP has made a determination that the Dean's concerns regarding the member's performance of duties are "well-founded" (see III.9.1.2.(c) (i)), the **Dean will require the** member ~~may ask~~ to undertake alternative duties for a defined period of time of between one (1) and five (5) years.

III.9.1.5.2 To become effective, the alternative duties proposal requires the agreement of the academic department/program, the Dean and COAP.

III.9.1.5.3 Alternative duties would normally involve additional teaching, research, and/or the assumption of additional administrative/service responsibilities of a substantial nature, or a combination of the above.

III.9.1.5.4 ~~Subject to satisfactory performance of duties, including the alternative duties, the member, on the recommendation of COAP and the Dean, would be entitled to annual career development increments (but not merit awards) up to but not exceeding the ceiling of the member's rank.~~

III.9.1.5.5 Joint Committee shall be consulted about each such proposed arrangement on a case-by-case basis, as well as annually after implementation.

III.9.1.5.6 ~~A member may give six (6) months' notice of an intention to terminate an alternative duties arrangement, thereby returning to a regular appointment as of any July 1 of the alternative duties period.~~

III.9.1.5.7 ~~Members 1) who do not request alternative duties, or 2) whose alternative duties proposal is not agreed to by their department/program, COAP, or the Dean, or 3) who revert to regular duties, shall be subject to the possibility of a CDI denial on the second July 1 after notice to the member under III.9.1.2.(d) or the first July 1 after reversion to a regular appointment, whichever is sooner.~~

III.9.1.5.8 ~~Members at a defined rank ceiling who become subject to the denial of a CDI shall undertake such additional duties as may be arranged under III.9.1.5.3, subject to any other arrangements which might be agreed to at Joint Committee.~~

### ~~III.9.1.6~~ Restoration of CDI(s)

~~III.9.1.6.1~~ Where a member has been denied one (1) or more CDIs, in accordance with the provisions of this Article, the denied CDI(s) will be restored in the following circumstances:

~~————— (a) ———~~ when COAP and the Dean have agreed that there have been five (5) years of satisfactory performance of regular duties (i.e., this is not available for those performing alternative duties), in which case the denied CDI(s) will be credited to the member on the July 1 immediately following the completion of five (5) years of satisfactory performance; or,

~~————— (b) ———~~ upon the attainment of a merit award, in which case the denied CDI(s) will be credited to the member on the effective date of the merit award.

~~III.9.1.6.2~~ The restoration of CDI(s), in accordance with 1(a) and (b) above, shall not result in the movement of a member past the normal salary ceiling within the relevant rank (i.e., A10, B14, C18, or D19).

### III.9.2 Merit

**Submissions for recommendations for merit awards shall follow the guidelines as issued by the Dean's Office, and revised from time to time in consultation with Joint Committee.**

III.9.2.1 Thirty-five (35) merit awards shall be available in each academic year.

These shall be allocated annually among tenured/permanent bargaining unit members on the basis of the provisions of this section. Probationary members will also be eligible ~~commencing in the second year of their appointment.~~ **for consideration for a merit award by their Departmental/Program Tenure Committee in the year in which they are considered for tenure. In the event that they are successful in being awarded a merit increment, the increment will be effective the following July 1. The total number of merit awards available in any given year will be thirty-five (35) reduced by the number of merit awards allocated the previous year to members simultaneous with the granting of tenure.** The procedure for determining who is to be awarded merit in any academic year (i.e., July 1 to June 30) shall be undertaken in the same academic year. **With the exception of those members granted a merit award simultaneous with being granted tenure, for those members who are granted merit awards,** ~~For those selected,~~ the payment will be made retroactive to the beginning of the academic year concerned. In those years when the Collective Agreement is being negotiated, COAP will proceed on the assumption that the number of merit awards will not be reduced. In any year in which the number of merit awards awarded is less than the number available, remaining funds shall be allocated to the Dean's contingency fund.

III.9.2.2 All merit awards shall be single career development increments. Members will be permitted to exceed a stated salary ceiling, at any rank and by way of merit only, to a maximum indicated by the bracketed salary steps indicated in Schedule A.

III.9.2.3 Merit awards shall be allocated as follows:

- In the case of faculty members, exceptional performance in at least one of teaching, research, or university service, and satisfactory performance in the other specified areas. **Service to the Association is not considered university service as per I.8.2.**
- In the case of librarians, exceptional performance of library duties. In this case, one of the following is required in addition: contribution to the profession at large, scholarship, university teaching, university service, or professionally related community service. **Service to the Association is not considered university service as per I.8.2.**

(Note: the number of merit awards allocated annually for librarians - see Appendix A.)

- III.9.2.4(a) In the case of members other than departmental/program Chairs, **and other than members who are being considered for merit awards simultaneous with being considered for tenure**, recommendations concerning such merit awards shall be made to the Chair of the **Departmental/Program Personnel Committee** by the Departmental/Program Personnel Committee acting on its own initiative or on the suggestion of the Chair of the **Departmental/Program Personnel Committee**. Such recommendations shall be transmitted together with the Chair of the **Departmental/Program Personnel Committee's** own recommendation in each case to the Dean who, after ~~consultation with~~ **receiving a recommendation from** COAP, shall make a recommendation to the President. The President, in turn, shall make a recommendation to the Board.
- ~~III.9.2.4(b) In the case of librarians, such merit awards shall be recommended by the Library Personnel Committee and forwarded to the University Librarian, who, after consultation with COAP, shall make a recommendation to the President, who in turn shall make a recommendation to the Board.~~
- III.9.2.5 In the case of consideration of merit awards for departmental/program Chairs, the **Chair of the** Departmental/Program Personnel Committee shall designate a Deputy Chair who shall fulfill the role of departmental/program Chair for the purposes of III.9.2.4(a).
- III.9.2.6 In the case of members serving in more than one (1) department/program, the **Chair of the non-home department/program will submit a recommendation to the Chair of the Department/Program** ~~Dean shall solicit the recommendation of the Chair, other than the Chair of the department/program initiating the recommendation, prior to submitting a the recommendation~~ **being submitted to the Dean.** ~~to the President.~~
- III.9.2.7(a) Except as indicated in the special provisions for Chairs in III.9.2.5, **and the special provisions for members being simultaneously considered for tenure in III.9.2.4(a)**, no merit award shall be awarded unless there is a favourable recommendation from at least the Chair of **the member's** ~~a department/program in which a member teaches~~ **Departmental/Program Personnel Committee**, or the **member's** Departmental/Program Personnel Committee ~~of such a department/program~~, **the Dean, and the President.**

~~III.9.2.7(b) — No merit award shall be awarded to a librarian without a favourable recommendation from the Library Personnel Committee, unless the University Librarian informs the Library Personnel Committee of the reasons for such a recommendation.~~

*moved from Appendix A*

In addition to the steps and other possible salary adjustments, librarians are also eligible for merit awards. Normally, a merit award is recommended only for a librarian who, in the judgment of the **Library** Personnel Committee, has made an exceptional contribution since the time of their last merit award. Merit awards are not to be used for the correction of anomalies unconnected with merit.

Of the merit awards that are available in each academic year (see paragraph III.9.2.1), it is understood that one and one-half (1-1/2) per year, on average, shall be available for librarian members. In this regard, it is agreed that "on average" and "shall be available" are to be applied as follows:

- (a) merit awards shall normally be available on an alternating system of (i) one (1) in one year, and (ii) two (2) the following year;
- (b) at no time will the librarian members be awarded more than two (2) in one year;
- (c) the University Librarian shall advise the ~~Dean of Arts and Science~~, by no later than November 1 of any academic year, of the number of merit awards (either 1 or 2, as above) which will be required in that academic year.

**No member shall be entitled to grieve the failure by the Departmental/Program Personnel Committee or the Dean or the President to recommend a merit award.**

#### IV.4 Professional Expenses Fund

In addition to the provisions for research and other scholarly activity established by other University policy, the Board shall establish for each member a Professional Expenses Fund which may be used in support of required duties under IV.1.1(ii) or IV.1.2(iv) (a) and/or (b) of this Agreement. Claims for reimbursement, together with original evidence of expenditures, shall be submitted to and processed by the Office of the ~~Dean of Arts and Science~~. Receipts will be retained in the Office for audit purposes. Any materials remaining after use by the member for purposes of research shall be the property of the University. Nine hundred dollars (\$900) shall be credited on the first day of July of each year to the Professional Expenses Fund of each

member. On each June 30, unspent portions will be carried over to the next academic year, provided that the total on July 1 of any year will not exceed the sum of professional expenses and flexible benefits made available from the immediately-preceding three (3) years. Balances exceeding this amount on July 1 will have the excess permanently removed therefrom. Such removed balances shall be allocated to the Dean's contingency fund. Professional Expenses Fund entitlements shall be appropriately pro-rated in the case of limited term appointments which have terms of less than one year or duties and responsibilities that are less than full-time.

#### IV.4.1 Accounting and Claims

A full accounting of each member's Professional Expenses Fund shall be provided at least twice during the academic year. Each member may submit up to three (3) claims against his or her Professional Expenses Fund in each academic year.

#### IV.1.3 Facilities

In order to facilitate members' performance of their duties and responsibilities, the University shall make every reasonable effort to provide the necessary facilities and services to facilitate the work of the members including, but not limited to, provisions for suitable office space, telephone, secretarial, library, duplicating, and computer facilities.

IV.1.3.1 The University shall **make every reasonable effort to** ensure that the computing needs of members are fairly and equitably treated in the allocation of computer services.

IV.1.3.2 The University shall **make every reasonable effort to** ensure that the different needs of departments and programs are fairly and equitably treated in the allocation of computer services.

#### IV.2.3.1 Voluntary Retraining

IV.2.3.1.1 The parties pledge themselves to cooperate in bringing about ways to facilitate the academic or professional retraining of members where the members voluntarily agree that such re-training is acceptable to them and where such retraining appears for good reason to be beneficial to the academic program or library services of the University.

IV.2.3.1.2 Plans for retraining shall be arranged amongst the member, the departmental or program Chair, the Chair of the department or program to which the member would be reassigned upon successful completion of the retraining, and the Dean. In the case of librarian members, plans for such retraining shall be arranged between the member and the University Librarian.

IV.2.3.1.3 Such retraining shall occur without loss of rank, salary, benefits, seniority or rights under this Agreement, except that any adjustments in departmental or program or library sabbatical plans occasioned by any prospective reassignment shall be made by the Joint Committee and made known before a retraining plan is finally accepted.

IV.2.3.1.4 All costs reasonably involved in such plans for academic retraining shall be assumed by the Board.

IV.2.3.1.5 There shall be no penalty for failure to accept such a plan or for failure to succeed in it, if such failure comes about despite every reasonable effort on the member's part.

~~IV.2.4 Voluntary Early Retirement~~

~~See Appendix D, "Voluntary Early Retirement Program", which is attached hereto and which forms part of this Collective Agreement.~~

IV.6 Outside Professional Activities

IV.6.1 The nature of the professional competence of many members affords opportunities for the exercise of that competence outside the member's regular university duties, on both remunerative and non-remunerative basis. Recognizing that such professional activities can bring benefits to and enhance the reputation of the University and the capacity of members, the Board agrees that members have the right to engage in part-time professional activities, paid or unpaid, including participation in learned societies and professional associations, provided that such outside professional activities do not interfere with the performance of the member's duties or the responsibilities of their academic appointment as set out in IV.1 of this Agreement. **Externally contracted non-peer-reviewed paid professional work will not normally be considered for personnel decisions.**