

Academic Collective Agreement Information Sessions

[2018-2020 Collective Agreement](#)
[Previous Agreements](#)

Common Agreement

[Appendix A: Economic Agreement](#)

1.16. Faculty Council

Page 4 [Faculty Council](#)

“Faculty Council” means the council created by that name in accordance with section 28 of the *Post Secondary Learning Act*; for the purposes of the Schedules to this Agreement, voting on decisions required by each Schedule shall be restricted to the Staff Members appointed in the Faculty under that Schedule.

1.39. Exclusions

Page 6 [Exclusions](#)

- a) F-T or P-T for less than 4 months or teaching less than a 3-credit course.
- b) Teaching less than a 3-credit course.
- c) Teaching under another agreement.
- d) Teaching only non-credit courses.
- e) Report directly to President or Vice-President.
- f) Part-Time physicians, dentists or lawyers.
- g) Do not receive University remuneration.
- h) Duties consist of a commitment of less than 14 hours per week.

3. Academic Freedom

Page 9 [Academic Freedom](#)

- ❑ No censorship based on moral, religious or political values against any material in the University Libraries.
- ❑ Now explicitly includes the right to “create, exhibit, perform or adjudicate works of art”.
- ❑ “does not require neutrality nor does it preclude commitment on the part of the Staff Member (i.e. intellectual activism).
- ❑ “In the exercise of Academic Freedom, Staff Members shall respect the Academic Freedom of others”.
- ❑ “In the exercise of extramural critique, Staff Members shall not purport to speak on behalf of the University unless so authorized. An indication of affiliation with the University should not be construed as speaking on behalf of the University.”.

4. Management Rights

5. Association Recognition

Page 10 [MR and AR](#)

- ❑ Recognizes the authority of the Board of Governors.
- ❑ Incorporates existing Memorandum of Agreement providing obligation to consult on policy changes.
- ❑ Obligation to provide Staff Member data.
- ❑ Right to release time for AASUA work without loss of pay; Teaching release is reimbursed by AASUA.
- ❑ Release time for AASUA executive members without loss of pay; reimbursed by AASUA.

7. Discipline

Page 12 [Discipline](#)

- ❑ New Processes for Level 1 and Level 2 Misconduct.
- ❑ New Processes for applying levels of Discipline.
- ❑ Fines and Reductions in Salary are no longer appropriate disciplinary measures.

8. Leaves

Page 16 [Leaves](#)

- ❑ “Childbirth” leave renamed to “Maternity” to align with legislation.
- ❑ Parental Leave extended to 62 weeks to align with legislation. No changes to eligibility or amount of top-up.
- ❑ Secondment leave now included in common language.
- ❑ Political leave extended to all Staff Members.

9. Medical Leave

Page 20 [Medical Leave](#)

- ❑ Staff Members now have an obligation to cooperate with the University and the University’s disability plan manager/adjudicator.
- ❑ More comprehensive definition of “Medical Certificate”.
- ❑ Explicit language providing that pay and benefits during medical leave are discontinued where a proper Medical Certificate is not provided (in circumstances where one is required).
- ❑ Language that clarifies medical leave does not extend beyond the expiration of a fixed-term appointment.

12. Workload

Page 23 [Workload](#)

- ❑ New Article requiring ‘fair’ assignment of work to enable a healthy work/life balance.
- ❑ Any Staff Member who does not believe that their assigned workload supports a healthy work/life balance shall have recourse to the Department Chair/Supervisor’s supervisor for an adjustment of workload, whose decision shall be final and binding.

13. Occupational Health and Safety

Page 23 [OH&S](#)

- ❑ New Article articulating certain statutory obligations to provide a safe work environment for Staff Members.
- ❑ New Article outlining a Staff Member's right to refuse unsafe work.

18. Retirement

Page 28 [Retirement](#)

- ❑ New provision that allows Staff Members to continue participation in benefits plans (supplementary health and dental) for 1-5 years beyond retirement (up to the age of 65) provided they pay 100% of applicable premiums.
- ❑ Clarification that phased pre- and post-retirement is not an entitlement for Librarians and APO Members. The Supervisor may approve/reject an application; or the Supervisor and the Staff Member may agree on a modified work arrangement.

19. Severance

Page 29 [Severance](#)

- ❑ Length of service includes all continuous employment under any of the employee categories, including service during any secondments, statutory leaves and paid leaves; and continuous service as a NASA employee with no break in service between.

- ❑ Calculation for severance payments is based on complete years of service, prorated for partial years, based on completed months.

20.01. Salary Adjustments

Page 30 [Salary](#)

- ❑ Salaries may continue to be adjusted for recruitment and retention with an aggregate annual amount of new adjustments not to exceed \$800K.
- ❑ Excludes adjustments related to responsibility pay, additional teaching, administrative stipends, Canada Research Chair stipends, Clinical in-lieu payments, and Supplementary Professional Activity payments.
- ❑ Procedures for reporting by Faculties are under discussion.

Schedule A:
Academic Faculty Members
Page 55

A3.04.2. Major and Minor Supplementary Professional Activity (SPA)

Page 61 [SPA](#)

- ❑ SPA may be categorized as major or minor in scope. Each Faculty Council shall decide what constitutes major SPA but all proposals to teach at another institution shall be considered major SPA.
- ❑ This is not a new requirement, however, Faculties need to review and update these on a regular basis, particularly in light of the new Employee [Code of Conduct](#).

A6.03.4. Evaluation of Teaching Performance

Page 67 [Evaluation](#)

- ❑ Broadly based.
- ❑ Shall be multi-faceted.
 - ❑ USRIs - statistical summaries and student comments.
 - ❑ Reviews by peers and/or administrators.
 - ❑ Teaching dossiers.
- ❑ Shall not be based primarily on any one method of evaluation.

A6.03.8. Voting Protocols

Page 68 [Voting](#)

A Faculty Council shall establish, and make public to all Staff Members, voting protocols, which may include the requirement to vote electronically, for matters considered by the Faculty Council, such as approving evaluation guidelines or standards of performance.

A6.04.2. Variances of Responsibilities

Page 68 [Variances](#)

The Dean must approve all variances. The Department Chair shall meet with each Academic Faculty member at least annually to discuss the performance of the Academic Faculty member (see Article A6.13) and to develop and agree to objectives for the succeeding reporting period.

A6.08.4. Distribution of Increments

Page 70 [Increments](#)

Each Faculty Evaluation Committee will fully distribute the maximum number of Increments available for distribution each year, plus or minus the greater of: i) 2% of the number of Increments available for distribution, and ii.) 1.0 Increment. In special circumstances, the Provost, following consultation with AASUA, may permit an FEC to distribute Increments in an amount that is greater or less than that number.

A6.18.12 FEC Reasons in Contested Cases

Page 74 [Contested](#)

FEC is required to issue reasons for its decision and shall convey the decision in accordance with Article A6.16.7.

Schedule B:
Faculty Service Officers
Page 113

B1. Appointments

Page 115 [Appointments](#)

- ❑ Appointments now made by the Dean instead of the Provost.
- ❑ Language added that relates to roles as Excluded Academic Administrators similar to Schedule A.

B6. Evaluation

Page 121 [Evaluation](#)

- ❑ Initial development of standards within a Faculty is subject to consultation with FSO members in the Faculty.
- ❑ Establishment of voting protocols, distribution of increments and issuing reasons for decisions as per Schedule A.

Schedule C: Librarians Page 151

C6. Evaluation

Page 161 [Evaluation](#)

- ❑ Increment Pool now is 1.2 times the number of eligible Librarians, previously 2.4 times.
- ❑ Increments may be awarded in quarter steps from .50 to 3.0 (previously, 1.0 to 6.0).
- ❑ Distribution of increments and issuing reasons for decisions as per Schedule A.

Schedule D:
Academic Teaching Staff
Page 185

D1.01(g). Definition of “Term”

Page 187 [Term](#)

- ❑ The Contract Status of “Instructor” and “Term 8” have been eliminated and replaced with “Term” defined as: an appointment to a Full-Time or Part-Time position, and either within a single teaching term (Fall, Winter, Spring, or Summer), or within 2 or 3 consecutive teaching terms where the total appointment period is less than 12 months.
- ❑ “Assistant Lecturer” will be used as the minimal rank for all ATS Members.
- ❑ Faculties may use alternate, approved, Working Titles.

D1.06. Advertising of Positions

Page 188 [Advertising](#)

- ❑ Clarification of which Contract Status must be provided with the opportunity to express interest in available positions.
- ❑ Not intended to change processes in place for assignment of duties if it is “business as usual” from one academic year to the next.
- ❑ GUIDELINES are being developed to clarify when an Internal Expression of Interest is used versus an Advertisement.

D1.07. Conversion of Contract Status

Page 189 [Conversion](#)

Subject to the same position profile and Department, continuous appointment periods, and Staff Member written request:

- ❑ Following appointments to 3 - Full-Time contracts as Term (with appointment period of at least 8 months), will have the next contract converted to TR Status.
- ❑ Following appointments to a minimum of 2 - T12 contracts (with total appointment period of at least 9 years) will have the next contract converted to Career Status.

D1.08.2. Cancellation of Courses

Page 190 [Cancellation](#)

The per-course cancellation stipends for ATS Members with an appointment to Term (P-T) or Term (with an appointment period of less than 8 months) have been increased (effective immediately) as follows:

- ❑ \$500 (from \$250) if course is cancelled less than 4 weeks prior to the start of classes; or
- ❑ \$1,000 (from \$500) if course is cancelled after the start of classes. The ATS Member will also be paid salary earned to the date of cancellation.

D6. Evaluation

Page 195 [Evaluation](#)

- ❑ All ATS Members will be evaluated by the Chair, with the Chair's recommendation for decision made either by the Dean or by ATSEC.
- ❑ ATS Standards need to be approved by September 30, 2019 (rather than June 30, 2019).
- ❑ GUIDELINES are being developed related to the calculation of the required 1.2 per eligible Staff Member Increment Pool.

Appendix D.5: Salary Schedule

Page 209 [Salary Schedule](#)

- ❑ All current appointments and increments will continue to follow the 2018-19 scale, with transition to new scale occurring throughout 2019-20.
- ❑ Effective July 1, 2020:
 - ❑ New salary scale - with Rank differentiation; and
 - ❑ New per course rate calculations will apply (Divide by 9 if workload is 3 courses/Term or by 10 if workload is 4 courses per Term.)
- ❑ Previously approved salary scales above the minimum in certain Faculties will continue to apply.

Part E:
Trust/Research Academic
Staff
(TRAS Members)
Page 218

Article E1.03.2 (c).

Career Status Appointment

Page 220 [Career](#)

- ❑ As permitted by the funding source to a F-T or P-T appointment without a specific end date but is subject to termination, with one year's notice, in accordance with the following:
 - ❑ Duties in position profile are no longer required;
 - ❑ TRAS Member no longer has the necessary qualifications to carry out responsibilities;
 - ❑ The funding for the appointment is insufficient or no longer available.

E10.03.3. Pay-in-Lieu for Career Appointments

Page 231 [Severance](#)

If the funding source allows it, instead of one-year's notice, the TRAS Member and Trustholder may mutually agree to 3 months' notice and 9 months' salary.

Schedule E:
Administrative and
Professional Officers
(APO Members)
Page 240

F1.05. Temporary Excluded Appointment

Page 243 [Excluded](#)

An APO Member who takes a temporary excluded appointment may return to their APO position, if it still exists, at the end of that appointment. If a decision is made regarding the position resulting in the reassignment of duties or layoff, the provisions of Article F10 (Reorganization) shall apply at the time of the decision.

Part G: Temporary Librarian,
Administrative and
Professional Staff
(TLAPS Members)
Page 286

G2.03. Conversion of Contract Status

Page 289 [Conversion](#)

A TLAPS Member who has served 6 continuous years of full-time employment whether in a rolling term or in successive term appointments shall be considered by their Supervisor for conversion of their current appointment to a (continuing) APO appointment, performing the same duties. A decision of the Supervisor may be appealed to the appropriate Vice President whose decision shall be final and binding.