

AGREEMENT

Between

BRANDON UNIVERSITY

and

BRANDON UNIVERSITY
FACULTY ASSOCIATION

April 1, 2019 to March 31, 2023

This collective agreement made in duplicate

This 4th day of October, 2019

In effect from 1 April 2019 to 31 March 2023

between

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

"THE EMPLOYER"

- and -

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

"THE UNION"

BUFA NEGOTIATORS



Alexis Braun



Heather Gillander



Jon-Tomas Godin



Bryan Hill



Bruce Strang

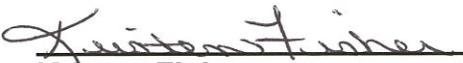


Dion Wiseman

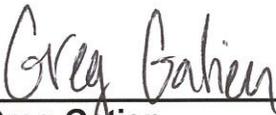
BOARD NEGOTIATORS



Bernadette Ardelli



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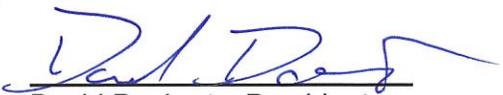
In witness whereof we have hereunto set our hands for and on behalf of the Brandon University and the Brandon University Faculty Association.



Bryan Hill, President
Brandon University
Faculty Association



Shawn Chambers, Chair
Board of Governors
Brandon University



David Docherty, President
Brandon University

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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. A word used in the singular shall also include the plural when the context so requires and a word used in the plural may also include the singular 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, Associate Vice-President (Research), Deans, and the University Librarian (or equivalent).

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

“Academic term” means one of fall, winter, or spring/summer.

“Academic year” means from 1 September to 31 August.

"BUFA" designates the Brandon University Faculty Association.

"CAUT" designates the Canadian Association of University Teachers.

“Conflict of Interest” is generally defined as a situation where a Member's personal interest, financial or otherwise, or that of a proximate third party (who may also be a Member), conflicts or appears to conflict with their primary responsibility to the University. Proximate third party refers to a family member; a person with whom there exists (past or present), a personal relationship (sexual and/or non-sexual); and/or a business associate (current, former, or prospective), whether or not they are Members.

“Conflict of Commitment” is generally where a Member has an interest or loyalty to more than one organization that may bias their decisions.

"Dean" designates one of the following academic 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 Faculty of Health Studies, the Dean of the School of Music, and the Dean of Graduate Studies.

“Department” in this Collective Agreement refers to

- (a) the subject areas in the Faculties of Arts, Science, Health Studies and Education in which there are at least three faculty members;
- (b) the undergraduate program areas in the School of Music;
- (c) graduate program areas in academic faculties with Master's programs and the Department of Rural Development;
- (d) the “Units” as defined below; and
- (e) such other departments as may be determined from time to time by the Employer upon the recommendation of Senate.

“Director” designates one of the following administrative officers of Brandon University (the Employer): the Dean of Students; the University Registrar; the University Librarian (or equivalent); the Director, Recruitment and Retention; the Director, Admissions and Awards; and where appropriate in relation to the Collective Agreement, the Vice-President, and the Vice-President (Administration & Finance) when a direct supervisor.

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

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

"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", when capitalized, designates a member of the bargaining unit defined in MLB Certificate No. 3976.

"MOFA" designates the Manitoba Organization of Faculty Associations.

"Non-academic Member" designates individuals holding appointments as: Professional Associates; Instructional Associates; Administrative Associates; and U Sports Athletic Coaches, Therapists, and Director.

"Own-account work" refers to professional activity engaged in by the member for the purpose of receiving remuneration from an Employer other than Brandon University or from Brandon University for non-bargaining unit work.

"Parties" designates the Union and the Employer.

"President" designates the President of Brandon University or their designate.

"Special Projects" designates Community-based Education and PENT.

"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, the Registrar's Office, and such other units as may be determined from time to time by the Employer upon the recommendation of Senate.

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

"Working files" means any material in whatever form, assembled and/or maintained by any Dean/Director and the Diversity and Human Rights Advisor (or equivalent) for any purpose, which relates to any BUFA member.

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 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, as may be amended from time to time.

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 programs, or of the offering of academic programs 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 on full-time or part-time appointments are entitled to office space. The Employer shall make reasonable efforts to provide appropriate office space, which should include a telephone and a computer, to sessional members. Members are entitled to make use of the printing, copying, 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 OR HARASSMENT

4.1

There shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any Member or applicant for a position under MLB Certificate No. 3976 in regard to terms or conditions of employment by reason of the following characteristics as articulated in the Manitoba Human Rights Code:

- (a) Ancestry, including colour and perceived race;
- (b) Nationality or national origin;
- (c) Ethnic background or origin;
- (d) Religion or creed, or religious belief, religious association or religious activity;
- (e) Age;
- (f) Sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (g) Gender identity;
- (h) Sexual orientation;
- (i) Marital or family status;
- (j) Source of income;
- (k) Political belief, political association, or political activity;
- (l) Physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- (m) Social disadvantage.

Characteristics beyond those articulated in the Manitoba Human Rights Code include, but are not limited to, the following:

- (a) Physical size or weight;
- (b) Social disadvantage; and
- (c) Membership or activity in BUFA, CAUT, or any other trade union or association (except as limited by the provisions of the Labour Relations Act).

4.2

This Article shall not preclude any employment equity or pay equity measures mandated by law or agreed to by the Parties, including action that has as its objective to increase the representation of the four (4) designated groups for employment equity with the University, namely women, Aboriginal peoples, persons with disabilities, and members of visible minorities.

4.3

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 where there is a real or perceived Conflict of Interest or Conflict of Commitment.

4.4

Every effort shall be made to promote diverse representation on University committees and, in particular, those that relate to terms and conditions of employment including, but not limited to, appointments, tenure, promotions, and appeals, as well as other committees such as BURC.

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:

- (a) to examine, to question, to teach, and to learn;
- (b) to disseminate opinions on questions relating to the member's teaching, professional, and research activities both inside and outside the classroom;
- (c) 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 tenure or promotion, 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 they have been aggrieved, they 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 their case. The Union shall decide whether or not to present a formal grievance. An individual Member may present a formal grievance relating to themselves 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 their designate and the grievor shall meet.

6.9

Within ten (10) working days of the meeting, the President or their 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 Article 6.5 (c) above and Article 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 may 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 Article 6.13. The President or their 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 may ask the Manitoba Labour Relations Board to make the appointment.

6.17

Notwithstanding the provisions of Article 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 who has been involved in an attempt to negotiate, mediate, or settle the grievance in question, and/or who is precluded from participation by the provisions of the Manitoba Labour Relations Act, shall be appointed as an arbitrator of the grievance in question unless by mutual agreement of the Parties.

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, they are responsible for their portion of the costs.

ARTICLE 7: APPOINTMENTS

7.1 Procedures for Non-Sessional Appointments

- (a) 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. The type and duration of appointment will take into account the recommendation of the Department. A Selection Committee, composed of members chosen according to procedures approved by the appropriate Faculty or Unit and Chaired by the Dean/Director (or, in the event of a conflict of interest or extended absence only, a designate, who shall be another member of the Faculty/Unit) shall be established for all non-sessional appointments. The Dean/Director or designate is a non-voting member and will ensure that the search is conducted in a manner consistent with best practices in hiring, and the letter and spirit of Articles 4 and 31 of this Collective Agreement. Selection Committee members, including the Chair, will have participated in faculty recruitment training within forty-eight (48) months prior to the recruitment process. This training will be developed through collaboration between BUFA and the Employer.
- (b) The advertisement for the position will be developed by the Selection Committee according to best hiring practices. Human Resources and BUFA shall review the advertisement to ensure that it complies with the Collective Agreement and applicable legislation. If, after three (3) working days of receiving the advertisement, BUFA has not expressed any concerns, the Employer may assume the advertisement is acceptable to the Union. Full-time and part-time positions shall be advertised in the CAUT Bulletin and University Affairs (paper and/or electronic versions), unless the Department recommends otherwise, and other relevant publications and/or their electronic equivalents, as recommended by the Department and approved by the Dean. The advertisement will also be posted in prominent places throughout the University and placed on the University website. Copies of the advertisements shall also be sent to the Status of Women Review Committee.
- (c) The Selection Committee shall review all applications and develop a shortlist according to the qualifications as outlined in the advertisement. Those applicants shortlisted for the position will be invited for an interview.
- (d) The Selection Committee, including the Dean/Director, will develop a list of appropriate interview questions that it would like all shortlisted applicants to address. While each candidate will be asked the questions established by the Selection Committee, members of the Selection Committee may pose additional questions for the purposes of clarification and expansion. All questions must be consistent with the Collective Agreement and applicable legislation. Each candidate interviewed shall, at the time of the interview, be provided with a copy of this Collective Agreement, if desired, and a scheduled time to meet with a BUFA representative.
- (e) Reference checks (e.g., telephone interviews) will be conducted by the Dean/Director for the leading applicant(s) as determined by the Selection Committee. The Committee, including the Dean/Director, will develop a list of

appropriate questions that it would like the referees to address. These questions must be consistent with the Collective Agreement and applicable legislation. The Dean/Director will share the findings of the reference checks with the Selection Committee before the Committee makes its final recommendation.

- (f) The Committee shall recommend to the Dean/Director the initial rank and step of the selected candidate, basing its recommendation on Article 7.2 below, the qualifications by rank as specified within Article 8 and Appendix F, and taking into account the provisions of Articles 7.7 and 21.34.
- (g) If the Dean/Director does not accept the Committee's recommendation, they will provide the Committee with substantive reasons, and either an alternate candidate, acceptable to the Committee, will be considered, or the search will be declared failed. If the Committee does not identify a suitable candidate or the recommended candidate(s) declines the position, the search will be declared failed. In either case, the hiring process will be repeated or 7.4 (e) or 7.15 may apply.
- (h) If the Dean/Director accepts the recommendation of the Selection Committee, they will prepare a Request for Employment Contract and accompanying documentation for the individual in accordance with the Committee's recommendation on rank and step. The Dean/Director may offer an appointment only to an individual recommended by the Committee, subject to the final approval of the President or their designate.
- (i) Appointments of all members shall be made in compliance with Appendix A. Copies of signed contracts, CVs, and the Selection Committee's recommendation will be forwarded to the Union by the Dean/Director within ten (10) working days of being received by the latter.
- (j) Arrangements will be made by Human Resources to meet with the successful candidate to discuss employee benefits and enrolment.

7.1.1 U Sports Coaches and Athletic Therapists

U Sports coaches and Athletic Therapists shall be selected in accordance with 7.1, with the following additions:

- (a) The Administrator to whom the U Sports Coach or Athletic Therapist reports shall Chair the Selection Committee and serve the role of Dean/Director.
- (b) The Selection Committee shall be composed of the Athletic Director and all BUFA members from Athletics and the Department of Physical Education. In addition, Members of Athletics shall choose two (2) Faculties/Units from among the Faculties/Units of Arts, Science, Education, Music, Health Studies, Library, Registrar's Office and Student Services who shall each elect one BUFA Member to serve on the committee, at least one of whom shall be an academic Member.
- (c) A Selection Committee for the Department responsible for the duties that comprise the non-coaching elements of the appointment (normally teaching) and the Dean/Director shall consider the qualifications of the recommended candidate for acceptance into the Department, in accordance with Article 7.1 and 7.2.

7.2 Criteria for Determining Rank at Initial Appointment

- (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, III, or IV; Administrative Associate I or II; U-Sports I, II, or III; Athletic Therapist II or III; or Athletic Director II or III.
- (b) With the exception of Instructional and Administrative Associates positions, no one with a Doctorate or terminal degree in the specialty shall be appointed to a rank lower than Assistant Professor or Professional Associate II.
- (c) Anyone with a Master's degree appropriate to the teaching area who is hired for an Instructional Associate position shall be appointed to the Instructional Associate III level, unless they have the requisite qualifications to be appointed at the Instructional Associate IV level.
- (d) If the advertisement for a tenure track position indicates that applicants who are "all but dissertation" (ABD) will be considered and the Doctorate is the normal terminal degree, the Selection Committee may recommend the appointment of an ABD candidate whose completion is imminent at the rank of Assistant Professor. In such cases, Article 7.2 (g) will apply; otherwise, see Article 7.2 (f).
- (e) In cases where the Doctorate is not the normal terminal degree and if the advertisement for a tenure track position indicates that applicants who are very near to completion of the terminal degree and possess the requisite experience will be considered, the Selection Committee may recommend the appointment of such a candidate whose completion is imminent at the rank of Lecturer. In such cases, Article 7.2 (f) and Article 7.2 (g) shall apply.
- (f) If the Doctorate or terminal degree in the specialty is received (confirmed by official documentation from the degree-granting institution) while the Member holds the rank of Lecturer, then the rank will be changed to Assistant Professor by issuance of a new contract at the beginning of the following pay period. In such cases, Article 7.2 (g) will apply.
- (g) Where the earned Doctorate or terminal degree is the normal level of professional preparation expected for the appointment, the letter of appointment must stipulate the requirement of the degree completion as a condition of tenure and promotion.
- (h) When the previous academic or professional experience of a candidate is utilized to satisfy the minimum requirements for professional preparation at the relevant rank, those years cannot additionally be used to justify an appointment beyond the floor of the salary scale at that rank. For example, a candidate being considered for a position at the rank of Assistant Professor (see Article 8.4.2 for specifics) who possesses a Master's degree and precisely five (5) years of relevant experience – which are the minimum Professional Preparation requirements at this rank – cannot be offered an appointment beyond the floor of the salary scale at this rank.

- (i) When the previous professional experience of a candidate beyond that used to satisfy the minimum requirements for professional preparation is considered (Article 7.2 (h)), such experience will normally be evaluated such that two (2) years of experience is equivalent to one (1) step in rank up to a maximum of five (5) steps. However, in instances in which the candidate possesses a breadth of distinctly difference experiences, the candidate may receive a maximum of five (5) steps for each distinct category of professional experience up to a maximum of ten (10) steps (applicable to those hired after the signing of the 2019-2023 Agreement).
- (j) When the previous academic experience of a candidate (see definition of Academic Experience) beyond that used to satisfy the minimum requirements for professional preparation is considered, such experience will normally be evaluated such that one (1) full-time equivalent year is awarded one (1) step in rank.

7.3 Full and Part-time Appointments

- (a) Full-time appointments are those wherein a Member carries a normal workload as defined in Article 9.
- (b) Part-time appointments are those 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. Full-time equivalence for part-time appointments shall be calculated based on the teaching workload as specified in Article 9.4.1 (a). Any increase in teaching workload shall result in a recalculation of the full-time equivalence for the entire academic year, unless the reason for the increase is due to an unforeseeable circumstance. In that case, the recalculated appointment shall commence on the date the additional workload begins and shall continue until the end of the academic year. This Article shall not apply to tenured Members who have been granted amended or part-time appointments under Article 7.13.
- (c) Successive term appointments shall be considered as continuous appointments for the purpose of determining rank and step in rank.
- (d) Members may apply to change their Full-time Regular or Full-time Teaching appointment to a part-time appointment subject to the eligibility restrictions of Article 7.13. No Member shall be compelled or otherwise coerced to apply for or accept a part-time appointment.

7.4 Term Appointments

A Term Appointment is a temporary appointment that 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. 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 only be permitted under the following circumstances:

- (a) To fill a position to replace a Member on leave or on temporary secondment/re-assignment to other units within the University or as a Canada Research Chair as per Article 7.19 (b) (vi). Explicit terms and conditions pertaining to full-time appointments made to replace Members on sabbatical leave (Article 21.22) or on special leave that has been declared to be for the same purpose as sabbatical leave (Article 21.20) are covered by Article 7.11.
- (b) 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 unless otherwise agreed to by the Parties.
- (c) To fill a position in response to the death, resignation, illness or disability of a Member, a dramatic increase in enrollment, or some similar circumstances. Such positions can be filled on a term basis for no more than six (6) years.
- (d) 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.
- (e) To fill a position where search procedures fail to identify an applicant qualified for a tenure-track or continuing appointment. Appointments of this type shall not exceed twelve (12) months.
- (f) In accordance with Article 7.3 (b) and Article 7.15 (b), when an external sessional teaches more than twelve (12) credit hours in an academic year.
- (g) 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 term or tenure-track 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 Article 7.1. Members re-appointed in this manner cannot have their ranks changed as part of the terms of their new contract. To obtain promotion, they must go through the promotion procedures.

Except where it has been determined by the Senate or the Board of Governors of Brandon University, in accordance with the Brandon University Act, 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.

7.5 Tenure-Track Appointments

- (a) A tenure-track appointment is a probationary appointment that stipulates a terminal date in the letter of appointment but is tenurable under the provisions of this Article, and the conditions of Article 12 (Tenure).

- (b) (i) All initial tenure-track appointments shall be for a duration of five (5) years. However, where a tenure-track appointment at a tenurable rank follows a term appointment or term appointments (as per Article 7.4) and the time served in the term or terms is two (2) years or greater, the duration of the tenure-track contract shall be three (3) years. Where the time served in the term appointment(s) is greater than one (1) year and less than two (2) years, the duration of the tenure-track contract shall be four (4) years. Where the time served in the term appointment(s) is less than one (1) year the duration of the tenure-track contract shall be five (5) years. For the purposes of this calculation, only full years shall be counted (e.g. a member whose tenure-track contract follows an eighteen (18) month term contract shall receive a four (4) year tenure-track contract).
- (ii) Tenure-track appointments that follow a probationary appointment at a non-tenurable rank shall be for a duration such that the total probationary period (excluding leaves approved in accordance with Article 21) in both ranks equals seven (7) years. The total probationary period in both ranks may be extended for one (1) year by the provisions of Article 12 (Tenure). Where Article 7.5 (c) applies, the probationary period may be extended by a period of time agreed to by the Member and the Dean/Director.
- (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 7.5 (b) (ii) above.
- (d) Members holding tenure-track appointments may apply for tenure during any year of their probationary appointment, but no later than the final year of the probationary period.
- (e) (i) The employment of Members whose tenure application was submitted in the final year of their tenure-track appointment and who are not granted tenure or an extension under Article 12.8 or Article 12.17, shall terminate at the end of the academic year in which the final decision is reached.
- (ii) The employment of Members whose tenure application was submitted prior to the final year of their tenure-track appointment and who are not granted tenure or an extension under Article 12.8 or Article 12.17 shall terminate at the end of the academic year following that in which the final decision is reached.
- (iii) Members who apply for tenure prior to the final year of their tenure-track appointment and who are granted an opportunity to reapply under Article 12.8 or Article 12.17 are only eligible to reapply in the next academic year, and if not granted tenure under Article 12.8 or Article 12.17 their appointment shall terminate at the end of that academic year.
- (iv) For Members who begin their tenure-track appointment 1 January, the five (5) year term will end 31 December. If the Member is not granted tenure, the appointment ends the 30 June immediately following the tenure decision.

7.6 Continuing Appointments

- (a) A Continuing Appointment may be offered only to Instructional and Administrative Associates. The first twenty-four (24) months of a Continuing Appointment as an Instructional Associate or Administrative Associate is a probationary period. This probationary period may, at the Member's discretion, and with the agreement of the Department and the Dean/Director, include service under term contracts, if applicable.
- (b) The probationary period for continuing appointments may exclude parental leave, sick leave, secondments, and special leave at the discretion of the Member.
- (c) Applicants for a continuing appointment shall prepare a dossier documenting their academic and professional records in terms of the qualifications by rank outlined in Article 8 and in Appendices C or D. An applicant's dossier may, at the applicant's discretion, include performance evaluations and student evaluations. The dossier shall be submitted to the applicant's Department no later than the 20th month of the probationary period (and normally no earlier than the 19th month). By the twenty-fourth (24th) month, the Department shall review the application using just and equitable procedures and shall recommend to the Dean/Director whether the Member shall receive a continuing appointment.
- (d) Should the Dean/Director accept the recommendation of the Department, they will either issue a continuing appointment to the Member or notify the Member of the negative recommendation.
- (e) As per Article 18.1 (e), the Dean/Director may terminate an appointment on expiration of the probationary period following a recommendation of the Department to that effect. If this negative recommendation is made after the twenty-first (21st) month of the probationary period, the Member shall receive three (3) months' notice or pay in lieu of notice.
- (f) In exceptional circumstances where a Department concludes it has insufficient data to review the application adequately at the conclusion of a twenty-four (24) month period, the probationary period may be extended by twelve (12) to eighteen (18) months with the written agreement of the Department and the Dean/Director.
- (g) In the exceptional circumstance that the Dean/Director does not accept the Department's recommendation, they will provide the Department with a written rationale for their decision and shall extend the probationary period by twelve (12) to eighteen (18) months.
- (h) A Member may appeal a decision by the Dean/Director to reject continuing status. A Continuing Appointment Appeals Committee shall hear the appeal following the same procedures as outlined in 12.16.

7.7 Tenured Appointments

- (a) A Tenured Appointment may be offered as a first appointment in accordance with the provisions of Article 12 and 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 12.

- (b) A Tenured Appointment may be offered as a first appointment in U Sports Athletic ranks in accordance with the provisions of Appendix J and will normally only be offered to individuals appointed at a rank of U Sports Coach II or III, Athletic Therapist II or III, or Athletic Director II or III.

7.8

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, their appointment shall be a Tenured Appointment.

7.9

If a Member, having voluntarily terminated their Tenured Appointment, subsequently receives a tenurable appointment with the University in a similar discipline, the new appointment shall be tenured, provided that they have been working in their profession in the interim.

7.10

When Members holding a tenured or tenure-track appointment in three-member Departments vacate their positions permanently, they shall be replaced and their replacement shall be offered a tenured or tenure-track appointment, except as provided for by Article 7.4 (e) (i.e. search procedures fail to identify a qualified applicant).

7.11 Sabbatical 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.

7.12 Joint Appointments

A Joint Appointment is one in which a Member's teaching load is recommended by more than one (1) Department. Contracts for Members with Joint Appointments shall specify the Departments concerned, as well as the proportion of their workload assigned by each Department through this appointment. All evaluations, recommendations, and decisions concerning a Member's career shall take into account the Joint Appointment.

A Member on a Joint Appointment shall designate, in consultation with the Departments concerned, their home Department and Faculty. The normal expectation for departmental service shall be met through participation in the designated home Department and Faculty. The

Member may, at their discretion, participate in service in the other Department(s) and Faculty to which they are appointed.

In matters regarding Tenure and Promotion, all Departments to which the Member is appointed shall provide recommendations to the Dean of the home Faculty, who shall in turn provide their recommendation to the appropriate University committee.

7.13 Amended Appointments

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

(a) Eligibility

Tenured Members shall be eligible to apply for an amended appointment if they have completed at least three (3) years of full-time service (including approved leaves) with the University immediately preceding the commencement of the proposed amended appointment.

(b) Types of Amended Appointments

(i) Part-time 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, but only part-time. This workload, assigned as per Article 9.4 (a), may be distributed over the entire year or a portion thereof.

(ii) Part-time Teaching Appointment - the duties of such Members shall involve only Teaching and Service (Article 8) and are carried out on a less than full-time basis. The standard teaching workload of such Members shall be prorated based on a full-time teaching workload of twenty-one (21) credit hours per academic year. For example, a part-time teaching appointment for fifteen (15) credit hours would be a 0.71 FTE position. This workload, assigned as per Article 9.4 (a), may be distributed over the entire year or a portion thereof.

(iii) Full-time Teaching Appointment - the duties of such Members shall involve only Teaching and Service (Article 8). The standard teaching workload of such Members shall be twenty-one (21) credit hours.

(iv) Amended Research Appointment – the standard teaching load of such Members shall fall within the range of nine (9) to twelve (12) credit hours with a proportionately greater emphasis on research/scholarly activities. Such Members are also responsible for Service. The term of an amended research appointment shall be for no more than three (3) years (excluding approved leaves). Although there is no limit on the number of terms to which a Member may be reappointed, fair and equitable access to such leaves is to be considered in the departmental recommendation. In no circumstances shall such a Member agree to overload exceeding three (3) credit hours.

(c) Procedures

(i) The maximum reduction from full-time service to any reduced appointment shall be fifty percent (50%).

(ii) Members who are eligible for an amended appointment must make application at least six (6) months prior to the requested commencement date of the amended appointment.

(iii) 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 altered, the duration of the amended appointment, and the duties to be performed by the Member while on the part-time or 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. With the exception of full-time teaching appointments, the recommendation of the Department shall include a review of the effect of the loss of credit hours of instruction to the Department and the Faculty/School and the specific measures required to address the loss of credit hours of instruction.

(iv) After consulting with the Member, the Dean/Director shall forward the application, the Department's recommendation and their recommendation regarding the amended appointment to the Vice-President. With the exception of full-time teaching appointments, the Dean's/Director's recommendation shall include a review of the effect of the loss of credit hours of instruction to the Department and the Faculty/School and the specific measures required to address the effect of the loss of credit hours of instruction. The Vice-President shall forward the application, the Department's recommendation, the Dean's/Director's recommendation and their recommendation regarding the amended appointment to the President.

(v) The President shall base their decision to approve an amended appointment on the criteria referenced in Article 7.13 (c) (iii) and (iv). In the case of amended research appointments, the merit of the application, and, where the applicant has held prior amended research appointments, the record of research accomplishment during the term of the most recent amended research appointment shall also be considered.

(vi) Normally, the President's decision regarding the approval of an amended appointment will be made at least four (4) months prior to the commencement of the amended appointment. With the approval of an amended appointment, the University shall implement measures required to address the effect of the loss of credit hours of instruction as determined by the President.

(vii) Written reasons for negative decisions shall be given to the applicant. These reasons must be substantive and clearly related to the criteria, and be sufficiently specific to allow the applicant to know the basis for the decision.

(viii) Members whose application for a part-time or amended appointment is rejected shall have recourse to an appeals procedure. Notice of an appeal must

be submitted to the President no later than one (1) month after the Member is notified of the decision. Within one (1) week of receiving notice of appeal, an Appeals Committee shall be struck. The Committee shall consist of: one Member appointed by BUFA, one member appointed by the President, and a Chair chosen by the two (2) appointed members. The Appeals Committee shall establish its own procedures. The decision of the Appeals Committee is binding, and shall be implemented by the President. Normally, the Appeals Committee will render its decision within two (2) months of being struck.

(ix) Members whose application for a part-time 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 part-time appointment. The "Actual Salary" for Full-Time Amended Appointments would be one hundred percent (100%) of the Base Salary Rate.

(x) Members, whose application for a part-time or amended appointment is approved, shall 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.

(xi) For the purposes of computing credited service for the pension, a Member on a part-time or amended appointment, who is continuing contributions to the University Pension Plan based on the Base Salary Rate, shall receive credit as if employed on a full-time basis.

(xii) Members maintaining contributions to the Long-Term Disability Plan shall be covered under the University's Long-Term Disability salary continuation plan. The contributions, coverage, and any disability payments under the Long-Term Disability Plan shall be based on the Member's Actual Salary.

(xiii) Members whose application for a part-time appointment is approved shall have their vacation entitlement pro-rated on the basis of the percentage for the Actual Salary Rate.

(xiv) Members whose application for a part-time or amended appointment is approved shall continue their original appointment status (i.e. rank and steps) 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 full-time appointment took effect; any application for promotion prior to that time shall be assessed on the basis of their previous appointment.

(xv) 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 (e.g., 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%) would be entitled to $((4 \times 80) + (2 \times 40)) / 6 \times$

100% = 67% full salary).

(xvi) Members whose application for a part-time or amended appointment is approved shall receive a letter of Amended Appointment from the President which shall state:

1. the Member's current Base Salary Rate;
2. the percentage change for Actual Salary calculations, if applicable;
3. the Member's current Actual Salary on the effective date of the appointment, if applicable;
4. the effective start and end dates of the appointment;
5. the revised duties of the Member; and
6. any other related conditions.

(xvii) No part-time or amended appointment shall take effect until and unless the appointee indicates in writing to the Dean/Director acceptance of the appointment and all of its terms and conditions as specified in the letter of appointment.

(xviii) All part-time or amended appointments revert to the conditions of the original appointment immediately following the end date stipulated in the letter of appointment.

(xix) Members whose application for a part-time or amended appointment is approved may return to their previous appointment within the first twenty-four (24) months following the effective starting date of that amended appointment, provided that the Member gives six (6) months' notice in writing to the Department and to the Dean/Director of their intention to do so. Six (6) months prior to the effective end date of their amended appointment, a Member may apply to continue or revise the terms of the amended appointment for a new period of time.

(xx) Members whose part-time or 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 their intention to do so to the Department and to the Dean/Director.

7.14 Phased Retirement Appointment

The Parties are committed to introducing a Phased Retirement Appointment and the Employer will endeavor to support such appointments.

The phased retirement option is a three (3) year graduated post-retirement term appointment available to full-time tenured or continuing Members. A Member who elects this appointment will notify the Employer one (1) year in advance of their proposed date of termination of full-time work, which will be the deemed retirement date. Pension benefits will not accumulate on earnings for work during this appointment. Academic Members on a Phased Retirement Appointment will have reduced teaching and service obligations, as outlined below. Teaching workload will be assigned as per Article 9.4 (a). This does not preclude academic Members from continuing to perform research and scholarship activities. Non-academic Members shall

perform a proportionately reduced share of the duties as prescribed in their job description as determined through consultation between the Member, Department/Union, and Dean/Director.

(a) Academic Members

(i) In the first year subsequent to the deemed retirement, the academic Member will teach twelve (12) credit hours and receive 2/3 of the Member's regular pre-retirement salary.

(ii) In the second year subsequent to the deemed retirement, the Member will teach nine (9) credit hours and receive 1/2 of the Member's regular pre-retirement salary.

(iii) In the third year subsequent to the deemed retirement, the Member will teach six (6) credit hours and receive 1/3 of the Member's regular pre-retirement salary.

(b) Non-Academic Members

(i) In the first year subsequent to the deemed retirement, the non-academic Member will perform 2/3 of the work outlined in their respective job description and receive 2/3 of the Member's regular pre-retirement salary. The Employer shall make every reasonable effort to replace the lost work capacity within the Unit.

(ii) In the second year subsequent to the deemed retirement, the Member will perform 1/2 of the work outlined in their respective job description and receive 1/2 of the Member's regular pre-retirement salary.

(iii) In the third year subsequent to the deemed retirement, the Member will perform 1/3 of the work outlined in their respective job description and receive 1/3 of the Member's regular pre-retirement salary.

(c) Procedures

(i) Members who are eligible for a Phased Retirement Appointment must notify their Dean/Director at least twelve (12) months prior to the requested commencement date of the appointment. The notification shall include any requests for space for research purposes.

(ii) The Dean/Director shall consult with the Department/Unit and will make a recommendation to the Vice-President within three (3) months of the notification.

(iii) The Vice-President will make a determination and inform the Member within four (4) months of the notification. If approved, the Member shall then notify their Dean/Director of whether they intend to retire and accept the Phased Retirement Appointment in accordance with the six (6) month notification period (Article 18.1 (a)).

7.15 Sessional Appointments

There are two types of sessional appointments.

(a) Internal Sessional Appointment

An internal sessional appointment may be offered only to a full-time or part-time Member for an additional workload. No Member shall be assigned more than twelve (12) credit hours in addition to their assigned load in one (1) academic year. Unless otherwise agreed by the Parties, if a Member is issued an internal sessional contract which makes the total sessional credit hours exceed twelve (12) credit hours, the Employer shall pay into the Brandon University Board of Governors' Entrance Scholarship a sum of ten thousand dollars (\$10,000).

(b) External Sessional Appointment

An external sessional appointment may be offered to an individual to teach one (1) or more specific courses and/or sections of courses and is not required to engage in other non-teaching activities that form part of the workload of full-time and part-time Members. The total number of credit hours for this category of appointment shall not exceed nine (9) credit hours in one (1) academic term or twelve (12) credit hours in one (1) academic year. Unless otherwise agreed by the Parties, if a Member is issued an external sessional contract which makes the total sessional credit hours exceed twelve (12) credit hours, the Employer shall pay into the Brandon University Board of Governors' Entrance Scholarship a sum of ten thousand dollars (\$10,000).

(c) Right of First Refusal (RFR)

Right of First Refusal recognizes the contribution of sessional Members who have successfully taught for Brandon University over a period of time. This right affords RFR holders with the opportunity to be appointed to teach courses without having to apply, as per the terms outlined elsewhere in this Article. RFR earned in the Special Projects applies only to future offerings in the Special Projects. RFR earned in regular campus programming applies only to future offerings in regular campus programming.

If, as per Article 7.15 (b), a person has been issued at least one (1) external sessional appointment for each of three (3) sessional offerings of the same course or lab in different academic years within a six (6) year period, and they have a demonstrated record of satisfactory teaching, that person shall have the RFR for subsequent external sessional contracts offered for the same course. For the purposes of this Article, changes to course number or title, where the content and delivery of the course remain substantially the same, shall not affect credit toward or maintenance of RFR. The revised terms of maintenance outlined in this Article shall apply to all Members holding RFR as of 1 April 2019. Members holding credit toward RFR as of 1 April 2019 will retain this credit, but will have to teach at least one section under these revised terms in order to establish RFR.

Where more than one Member holds RFR on the same course or lab, each section will be offered to the Members in order of seniority. Seniority shall be based on years of service in the first instance and, when years of service are equal, based on the number of sections taught. If the above criteria are

insufficient for determining seniority, the Department shall determine which Member's RFR takes precedence.

If the number of sections exceeds the number of Members holding RFR, each Member shall be offered one (1) additional section, in order of seniority, until all sections are assigned or additional sections have been declined. Remaining sections may then be advertised.

Once the RFR is achieved, the Member must teach the same course at least once during every two (2) academic years in order to maintain the RFR. For the purpose of this provision, the two-year period is defined as starting on 1 September and ending twenty-four (24) months later on 31 August.

The Member may apply to the Dean, with a copy to the Department, to extend this maintenance period, which shall not be unreasonably denied, in the following circumstances:

- (i) appointment to a full-time term faculty position at Brandon University or another post-secondary institution;
- (ii) the course is not offered on a sessional basis during the academic year in question or another person with the RFR was appointed to teach the course;
- (iii) absence to upgrade academic qualifications;
- (iv) absence for maternity/parental purposes;
- (v) extended illness;
- (vi) other approved absences; and
- (vii) appointment(s) within the two-year maintenance period to teach another course in the department.

7.16

If there are no qualified and interested internal Members from within the Department where the course is normally taught, a Member holding RFR must be offered the course as per seniority procedures outlined elsewhere in this Article. If no Member holds RFR, the Employer must advertise the sessional position for a minimum of five (5) working days. The advertisement must be prominently posted on campus and on the University website, at a minimum.

The composition of the Selection Committee for a sessional appointment shall be determined by the Faculty/School concerned and will normally consist of Members of the Department from which the course is normally taught, or a subset thereof. The Curriculum Vitae of all persons being considered for an external sessional appointment (as per Articles 7.15 (b) and (c)) shall be reviewed by the relevant Departmental committee to determine whether or not an applicant 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.

7.17

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 eCampus Manitoba shall be made by the appropriate Dean/Director and countersigned by the Vice-President.

7.18

Members re-appointed in accordance with Article 7.13 and/or Article 7.19 cannot have their rank or salary changed as a part of the terms of their reappointment.

7.19 Canada Research Chairs

- (a) Canada Research Chair (CRC) holders shall be required to teach three (3) credit hours as part of their standard teaching workload and may elect, upon the recommendation of the department and the approval of the Dean, to teach up to six (6) additional credit hours for a maximum standard teaching workload of nine (9) credit hours. Such Members are also responsible for Service. In no circumstance shall Canada Research Chair holders teach on an overload basis (see also Article 21).
- (b) Successful Nominations for a Canada Research Chair appointment, whether internal or external, shall be placed in a Full-Time Canada Research Chair Appointment. Procedures for selecting Nominations under the Canadian Research Chairs Program will include the following:
 - (i) The Vice-President will advise the Senate Research Committee, in writing, when a Canada Research Chair vacancy is to be filled and shall indicate the type and duration of the appointment that the Employer is committed to make. The Senate Research Committee, subject to the conditions below, shall determine the composition and working procedures of the Selection Committee.
 - (ii) A Selection Committee composed of members chosen according to procedures approved by the Senate Research Committee and Chaired by the Vice President, or designate, shall evaluate applications. Academic Members shall form at least seventy-five percent (75%) of the members of the Selection Committee, exclusive of the Chair. At least one current or past CRC holder will normally sit on the Selection Committee. The Selection Committee Chair will ensure that the search is conducted in a manner consistent with best hiring practices, the letter and spirit of Article 7 and Article 31 of the Collective Agreement, as well as the University's CRC Equity, Diversity, and Inclusion Action Plan.
 - (iii) The Selection Committee will make a recommendation to the Vice-President who may only offer an appointment to an individual pending a successful CRC Nomination. If the Vice-President does not accept the recommendation, they shall provide the Committee with reasons and the process shall be repeated. An offer of conditional appointment shall be made by the Vice-President to the recommended candidate, subject to the final approval of the President.
 - (iv) If a candidate selected for an interview is external, the candidate's dossier will be forwarded to the candidate's proposed Department(s) of appointment for review. The Department will meet with the candidate and, if the candidate is acceptable to the Department, will forward to the Dean/Director, for recommendation, and the Vice-President, for decision, recommendations relative to rank, tenure, and other conditions of employment. The Department shall

provide feedback to the Selection Committee prior to the committee's recommendation on appointment. No Department will be required to accept a candidate into the Department if, at a duly constituted Department meeting, that candidate is deemed to be unacceptable to the Department.

(v) If the approved candidate is internal, the Member's rank, tenure, and remuneration shall not change as a result of the success of the institution's Canada Research Chair Nomination.

(vi) If the successful candidate is internal, the Member shall be replaced with a term appointment (or combination of term appointments), as mutually agreed upon by the Department and the Dean/Director, that matches the term of the appointment of the Canada Research Chair. Such replacements shall be adequate for maintaining program integrity.

(vii) BUFA shall be provided with a copy of the curriculum vitae of the approved Chairholder once the contract has been signed.

(viii) Eligibility for renewal of a Canada Research Chair is subject to the approval of the Canada Research Chair program. Application for renewal shall be on the recommendation of the Senate Research Committee to the President, or designate. This recommendation, and notification to the Chairholder, must occur no less than six (6) months before the Renewal Nomination deadline set by the CRC Program.

(ix) No Member on a tenure-track, tenured, or term contract shall be displaced from their position or have their rights, privileges, or benefits, under the Collective Agreement, reduced in any way by the entry of a Canada Research Chair into a Department.

(x) Members whose applications for a renewal/extension are rejected by the University shall have recourse to an appeals procedure. Notice of an appeal must be submitted to the President no later than one (1) month after the Member is notified of the decision. Within one (1) week of receiving notice of appeal, an Appeal Committee shall be struck. The Committee shall consist of: one (1) Member appointed by BUFA, one (1) member chosen by the President, and a Chair chosen by the two (2) appointed members. The Appeal Committee shall establish its own procedures. The decision of the Appeal Committee is binding and shall be implemented by the President. Normally, the Appeal Committee will render its decision within two (2) months of being struck.

7.20 Consideration for Appointment of Spouses

- (a) The Parties recognize that consideration for spousal recruitment shall be made on the basis of fair, equitable, and transparent process and should fit in with existing Departmental objectives and priorities.
- (b) The Employer shall support recruitment and retention of Members by endeavouring to make spouses aware of existing BUFA vacancies.
- (c) The Employer may depart from the advertising procedures specified in Article 7.1 in order to facilitate the recruitment of the spouse of a successful candidate or

the retention of a current Member who has a spouse who is seeking a BUFA appointment.

- (d) Before considering a spouse for an appointment, the receiving Department must consent, in writing, to this expedited process. In order to make this determination, the receiving Department will be provided a copy of the CV in order to evaluate whether the individual under consideration is a person of sufficiently high achievement and/or potential to have made the shortlist for such a position, and whether the individual's area of expertise complements the existing Departmental objectives and priorities.

ARTICLE 8: QUALIFICATIONS BY RANK

8.1 General

The qualifications specified in this Article are modeled on the traditional career development pattern of 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 Article 8.2. Notwithstanding the generality of the preceding, the Parties agree that where the earned doctorate or equivalent academic or professional credential is the normal level of professional preparation expected for the area, and the applicant to be appointed is in the process of completing a doctorate or equivalent academic or professional credential, the letter of appointment must stipulate the requirement of completion of the appropriate credential as a condition of tenure and promotion.

8.2 Equivalencies for Non-Traditional Career Paths

Brandon University may wish to establish non-traditional academic and professional equivalencies by means of external evaluation for purposes of initial appointment, tenure, and/or promotion. For initial appointments, the Department/Unit, Selection Committee, Dean, and Union must agree that this process may be used in advance of issuing the advertisement for the position, and it must be clearly indicated within the advertisement. 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 an applicant or Member's work or contributions in the area of specialization or work in progress; and/or their standing within the area of specialization, peer group, or community. In such cases, the Dean/Director and/or the Committee shall request a list of no fewer than three (3) possible referees from the applicant or Member and accompanying rationale as to how the referees can attest to their work. All parties will disclose any potential conflict of interest and/or conflict of commitment with respect to referees. Based upon this consideration, a referee may be rejected and additional referees may be solicited by the Committee. The Committee will consider the applicant or Member'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. If additional referees are required, their names shall be submitted to the applicant or Member for their approval. Assessments shall not be solicited without the consent of the applicant or Member, but such consent shall not be unreasonably withheld.

8.3 Definitions of Criteria for Academic Members

- (a) "Professional preparation" refers to degrees and training from recognized institutions and/or professional experience. In various fields, professional experience may include activities performed outside traditional academic contexts. Examples include but are not limited to the following. In performance, creative and fine arts fields such as applied music and drama, relevant professional experience may include concert performances, art exhibits, dramatic productions, and one's general standing in the relevant professional community.

In health-related fields such as nursing, relevant professional experience may include direct professional care of patients. In educational fields, relevant professional experience may include work as a professional educator. In scientific fields such as chemistry and geology, relevant professional experience may include scientific contributions to the development of chemical compounds or to mineral exploration. In humanities fields such as history, relevant professional experience may include curatorial work on the development of historical exhibitions. In social science fields such as political science and business, relevant professional experience may include policy planning and professional accounting.

- (b) "Teaching" refers to transmission of knowledge, development of students' academic and professional skills and creativity, and awareness of epistemology through effective course design, development, delivery, and student assessment. Teaching can occur through engagement with students inside and outside the classroom (e.g., lecture, seminar, laboratory, tutorial, studio, musical ensembles, field or clinical instruction, and distance or blended learning).

Members may use the Dean's evaluation of teaching, peer evaluation of teaching, student surveys, the design or adoption of innovative methods of teaching, or other contributions to the teaching activities of the University in demonstrating teaching effectiveness for the purposes of appointment, tenure, or promotion. Members may also demonstrate efforts to improve teaching through professional development activities such as participation in seminars and colloquia.

- (c) "Scholarship/Research" refers to the quality and originality of both published and unpublished work. In the performing and fine arts, performance/creation is equivalent to scholarship/research.

Evidence of scholarship/research activity that may be considered includes, but is not limited to, the following: the publication of books, monographs, and contributions to edited books; papers in refereed journals; papers in non-refereed journals; book reviews; papers/presentations delivered at professional meetings; submissions to public bodies; participation in panels; unpublished research including current work in progress; editorial and refereeing duties; published textbooks and curriculum materials (including case studies); applied professional work (including clinical activity) that has had a recognized impact on the profession; creative works and performances; and scholarship as shown by the Member's depth and breadth of knowledge and general contributions to the research life of the University. Some criteria are 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, curatorial activities, publication (including recordings and broadcasts) of creative work; and may include the context of the creative accomplishment (e.g., where a work is performed or exhibited).

- (d) "Service" includes activities conducted by a Member to the benefit of the University and broader Community by virtue of a Member's special academic competence. Service to the University may include active participation on University, Faculty, Department, and Union committees; administrative activities

such as chairing a Department or academic student advising. Service to the broader Community may include activities supporting a Member's academic discipline or participation in professional, academic, government, or community organizations for which the Member does not receive substantial remuneration.

- (e) It is recognized that, depending upon discipline, certain activities may align with different qualifications (i.e. Article 8.3 (a) – (d)) or, in some cases, more than one qualification. The applicant shall indicate under which qualification activities shall be considered or provide rationale for including an activity (or activities) in more than one qualification with reference to the norms of scholarly activity in their discipline, for purposes of tenure and promotion.

8.4 Qualifications of Academic Members

8.4.1 Lecturer

- (a) Professional Preparation: The Master's degree or equivalent academic or professional credential, normally in the area of specialization, or non-traditional equivalency as established through the procedures in Article 8.2, is required.
- (b) Teaching: Little or no teaching experience is required but there must be some evidence of teaching potential.
- (c) Scholarship/Research: None is required.
- (d) Service: None is required.

8.4.2 Assistant Professor

- (a) Professional Preparation: One of the following is required:
 - (i) the Doctorate or equivalent academic or professional credential;
 - (ii) a combination of the Master's degree or equivalent academic credential, normally in the area of specialization, and five (5) years of relevant experience in one of : 1) post-Master's experience in an academic environment, 2) professional experience, or 3) a combination of the two;
 - (iii) a non-traditional equivalency as established through the procedures in Article 8.2.
- (b) Teaching: Evidence of success as a teacher is preferred, but not a requirement for initial appointment to this rank. A record of success as a teacher is required for promotion to this rank (but see Article 7.2 (b)). All post-secondary teaching experience, whether gained in a university or other environment, will be considered.
- (c) Scholarship/Research: The Doctorate or equivalent academic or professional credential 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, or equivalent academic or professional credential, demonstrated by the development of research activities over a period of time.

- (d) Service: For initial appointment at this rank, some evidence of service to institutions where the Member was employed and/or studied is preferred. Evidence of service over a period of time is required for promotion to this rank and for the granting of tenure at this rank.

8.4.3 Associate Professor

- (a) Professional Preparation: The Doctorate or equivalent academic or professional credential, or a non-traditional equivalency as established through the procedures in Article 8.2, normally in the area of specialization, is required.
- (b) Teaching: 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, evidence of teaching potential is expected.
- (c) Scholarship/Research: There must be clear evidence of Scholarship/Research activities or accomplishments beyond the requirements for the Doctorate, or equivalent academic or professional credential, demonstrated by the development of research activities over a period of time.
- (d) Service: For initial appointment at this rank, there must be evidence of meaningful service in the academic and/or broader community. For promotion to this rank, there must be evidence of meaningful service over a period of time in the rank of Assistant Professor.

8.4.4 Professor

- (a) Professional Preparation: The Doctorate or equivalent academic or professional credential, or a non-traditional equivalency as established through the procedures in Article 8.2, normally in the area of specialization, is required.
- (b) Teaching: Evidence of success as a teacher in a university or equivalent environment is required.
- (c) Scholarship/Research: Clear evidence of contributions to Scholarship/Research beyond those required for promotion or appointment to Associate Professor over a period of time is essential.
- (d) Service: For initial appointment at this rank, there must be evidence of a record of meaningful service in the academic and/or broader community. For promotion to this rank, there must be evidence of meaningful service over a period of time in the rank of Associate Professor.

8.5 Professional Associates

Professional Associates are employed to facilitate the academic process by engaging in such functions as counselling, library services, continuing education services, and off-campus program delivery.

8.5.1 Qualifications of Professional Associate

- (a) "Professional preparation" refers to degrees, diplomas, certificates, and training from professionally recognized institutions, or preparation recognized in the professional discipline concerned, or a non-traditional equivalency as established through the procedures in Article 8.2.
- (b) "Professional experience" refers to the Member's competence and effectiveness in carrying out the activities of their professional specialty during the time period specified. The requirement for academic experience may be waived for the purposes of determining rank at initial appointment. A Member's professional experience will be evaluated in terms of specific job descriptions within the current rank.
- (c) "Professional attainment" refers to the quality and quantity of the Member's achievement in their profession and in university life. Factors that may be considered include general administrative duties, the depth and breadth of knowledge of their profession, contributions to the profession, and scholarship/research as defined in Article 8.3 (c). A Member's professional attainment will be evaluated in terms of their specific job descriptions, as described in Appendix B, and criteria within the current rank.
- (d) "Service" includes activities conducted by a Member to the benefit of the University and broader Community by virtue of a Member's special professional competence. Service to the University may include active participation on University, Faculty, Department, and Union Committees. Service to the broader Community may include participation in professional, academic, government, or community organizations for which the Member does not receive substantial remuneration.

8.5.2 Professional Associate I

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential, normally in the area of specialization, or non-traditional equivalency as established through the procedures in Article 8.2 is required.
- (b) Professional Experience: Little or none is required but some is preferred.
- (c) Professional Attainment: None is expected but there must be some evidence of potential.
- (d) Service: None is required.

8.5.3 Professional Associate II

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential, normally in the area of specialization, or non-traditional equivalency as established through the procedures in Article 8.2 is required.
- (b) Professional Experience: For initial appointment at this rank, 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. For promotion to this rank, a record of five (5) years of successful service at the rank of Professional Associate I is required.

- (c) Professional Attainment: Evidence of general understanding and command of the discipline is required.
- (d) Service: For new appointments, some evidence of service to institutions where the Member was employed and/or studied is preferred. Evidence of service over a period of time is required for promotion to this rank and for the granting of tenure at this rank.

8.5.4 Professional Associate III

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential, normally in the area of specialization, or non-traditional equivalency as established through the procedures in Article 8.2 is required. Additional professionally-recognized study is expected.
- (b) Professional Experience: For initial appointment at this rank, 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. For promotion to this rank, a record of at least five (5) years of successful service at the rank of Professional Associate II is required.
- (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: For initial appointment at this rank, there must be evidence of meaningful service to the profession and/or broader community. For promotion to this rank, there must be evidence of meaningful service over a period of time in the rank of Professional Associate II.

8.5.5 Professional Associate IV

- (a) Professional Preparation: The Doctorate or equivalent academic or professional credential, normally in the area of specialization, or a non-traditional equivalency as established through the procedures in Article 8.2 is required.
- (b) Professional Experience: For initial appointment at this rank, 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. For promotion to this rank, a record of at least five (5) years of successful service at the rank of Professional Associate III is required.
- (c) Professional Attainment: A record of excellent performance with demonstrated leadership and evidence of substantial achievement (including scholarship/research in the discipline) is required. The significance of the record must have been subjected to external peer review.

- (d) Service: For initial appointment at this rank, there must be evidence of meaningful service to the profession and/or broader community. For promotion to this rank, there must be evidence of meaningful service over a period of time at the rank of Professional Associate III.

8.6 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 and/or faculty/professional organizations.

8.6.1 Qualifications of Instructional Associates

- (a) "Professional preparation" refers to degrees, diplomas, certificates and training from recognized institutions, professional experience or preparation recognized in the discipline concerned.
- (b) "Duties" refers to the Member's obligations to the operation of their 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 these 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 a minimum requirement.
- (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 minimum requirement.
- (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 for initial appointment or reclassification to this rank.

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: For initial appointment, a record of at least five (5) years of successful professional and/or academic service in the area of specialization is required. For reclassification to this rank, a record of three (3) years of successful service at the rank of Instructional Associate II is required.

8.6.5 Instructional Associate IV

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential in the area of specialization is preferred; a Bachelor's degree in the discipline is a minimum requirement.
- (b) Duties: The duties require greater technical skills and greater autonomy than an Instructional Associate III and are performed with little to no supervision, and may include self-directed contributions to program development and delivery, as well as the training and supervision of assistants. IA IV may teach up to nine (9) lecture credit hours per academic year and also assist with or conduct scholarship/research activity.
- (c) Experience: For initial appointment of those with a Master's degree, at least five (5) years of successful service, of which at least two (2) are in an academic environment and at least two (2) are in a professional environment, is required. For those with a Bachelor's degree at initial appointment, at least ten (10) years of professional experience, including at least five (5) years in an academic environment, is required. For those who attain their Master's degree after initial appointment, a record of at least five (5) years of successful service is required for reclassification to this rank. For those without a Master's degree, a record of five (5) years of successful service at the rank of Instructional Associate III is required for reclassification to this rank.

8.7 Administrative Associates

Administrative Associates are employed to facilitate the academic process by engaging in administrative functions that support outreach and student success. Administrative Associates may participate in University/Community service and/or faculty/professional organizations.

8.7.1 Qualifications of Administrative Associates

- (a) "Professional preparation" refers to degrees, diplomas, certificates, and training from recognized institutions, professional experience, or preparation recognized in the discipline concerned.
- (b) "Duties" refers to the Member's obligations to the operation of their Department, evaluated in terms of a job description included in Appendix D. Any evaluation shall take into consideration the Member's competence and effectiveness in

carrying out these duties.

- (c) "Experience" refers to relevant years of service.

8.7.2 Administrative Associate I

- (a) Professional preparation: A Bachelor's degree is a minimum requirement.
- (b) Duties: Administrative Associates have administrative duties as articulated in their job description.
- (c) Experience: None is required but at least two (2) years of related experience is preferred.

8.7.3 Administrative Associate II

- (a) Professional preparation: A Master's degree or equivalent academic or professional credential in the area of specialization is preferred; a Bachelor's degree is a minimum requirement.
- (b) Duties: Administrative Associates have administrative duties as articulated in their job description. Administrative Associate II positions involve greater responsibility and less supervision than that of an Administrative Associate I.
- (c) Experience: For initial appointment at this rank, at least two (2) years is required; at least five (5) years of related experience is preferred. For those who attain their Master's degree after initial appointment, a record of at least two (2) years of successful service is required for reclassification to this rank. For those without a Master's degree, at least five (5) years of successful service at the rank of AA I is required for reclassification to this rank.

8.8 Reclassification

A Member, their Department, or Dean/Director may request of the President that a Reclassification hearing be convened for an Administrative or Instructional Associate position for the purposes of attaining a higher rank within their appointed position (e.g., IA II to IA III, or AA I to AA II, but not IA to AA) (See Appendix G).

8.9 U Sports Athletic Positions

U Sports Coaches, the Athletic Director and Athletic Therapist(s) are employed to coach and lead U Sports teams and team members by engaging in such functions as technical and tactical coaching, player recruitment, athletic and other forms of physical therapy, general administrative duties and fundraising for Athletics purposes.

8.9.1 Qualifications of U Sports Athletic Positions

- (a) "Professional preparation" refers to degrees, diplomas, certificates, and training from professionally recognized institutions as accepted by the professional discipline.

- (b) “Professional experience” refers to the Member’s competence and effectiveness in carrying out the activities of their professional specialty. A Member’s professional experience will be evaluated in terms of specific job descriptions within the current rank.
- (c) “Professional attainment” refers to the effectiveness and success in the Member’s profession. Factors that may be considered include the depth and breadth of knowledge of contributions to their profession. A Member’s professional attainment will be evaluated in terms of specific job descriptions within the current rank.
- (d) “Service” refers to participation in University, Faculty/Unit, and Departmental Committees; service in professional organizations; community service where the Member has made an essential contribution by virtue of special professional competence for which the Member does not receive substantial remuneration.

8.9.1.1 U Sports Coach I

- (a) Professional Preparation: A Bachelor’s degree or equivalent and complete National Coaching Certification Program (NCCP) Level III certification is required.
- (b) Professional Experience: Demonstrated experience at a level appropriate for the U Sports league is required. This experience need not be gained only in the U Sports league.
- (c) Professional Attainment: Demonstrated attainment at a level appropriate for the U Sports league is required.
- (d) Service: Some evidence of potential is required.

8.9.1.2 U Sports Coach II

- (a) Professional Preparation: A Master’s degree or equivalent academic or professional credential and complete NCCP Level III certification is required.
- (b) Professional Experience: A record of at least five (5) years of successful service at a level deemed appropriate for the U Sports league is required for initial appointment or promotion to this rank.
- (c) Professional Attainment: A demonstrated ability to use professional expertise effectively, a capacity to develop and extend professional expertise, an interest and demonstrated competence in keeping up with advances in the profession, and promise of continuing professional development are required.
- (d) Service: For promotion to this rank, there must be evidence of meaningful service in the rank of U Sports Coach I.

8.9.1.3 U Sports Coach III

- (a) Professional Preparation: A Master’s degree or equivalent academic or professional credential and complete NCCP Level III certification is required.

- (b) Professional Experience: For initial appointment at this rank, a record of at least ten (10) years of successful service at the U Sports league level is required. For promotion to this rank, a record of at least five (5) years of successful service at the rank of U Sports Coach II is required.
- (c) Professional Attainment: Evidence of independent and ongoing contributions to the discipline or profession is required.
- (d) Service: For promotion to this rank, there must be evidence of meaningful service in the rank of U Sports Coach II.

8.9.2.1 Athletic Director II

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential is required.
- (b) Professional Experience: A record of at least five (5) years of relevant 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: A demonstrated ability to use professional expertise effectively, a capacity to develop and extend professional expertise, an interest and demonstrated competence in keeping up with advances in the profession, and promise of continuing professional development are required.
- (d) Service: Some evidence of meaningful service over a period of time is required.

8.9.2.2 Athletic Director III

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential is required.
- (b) Professional Experience: For initial appointment at this rank, a record of at least ten (10) years of relevant service in the professional specialty is required. Normally at least two (2) of the years should have been in an academic environment. For promotion to this rank, a record of at least five (5) years of successful service at the rank of Athletic Director II is required.
- (c) Professional Attainment: Evidence of independent and ongoing contributions to the discipline or profession is required.
- (d) Service: For promotion to this rank, there must be evidence of meaningful service in the rank of Athletic Director II.

8.9.3.1 Athletic Therapist II

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential and the Certified Athletic Therapist (CAT) credential or equivalent is required.
- (b) Professional Experience: A record of at least five (5) years of relevant 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: A demonstrated ability to use professional expertise effectively, a capacity to develop and extend professional expertise, an interest and demonstrated competence in keeping up with advances in the profession, and promise of continuing professional development are required.
- (d) Service: Some evidence of meaningful service over a period of time is required.

8.9.3.2 Athletic Therapist III

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential and the CAT credential or equivalent is required.
- (b) Professional Experience: For initial appointment at this rank, a record of at least ten (10) years of relevant service in the professional specialty is required. Normally at least two (2) of the years should have been in an academic environment. For promotion to this rank, a record of at least five (5) years of successful service at the rank of Athletic Therapist II is required.
- (c) Professional Attainment: Evidence of independent and ongoing contributions to the discipline or profession is required.
- (d) Service: For promotion to this rank, there must be evidence of meaningful service in the rank of Athletic Therapist II.

ARTICLE 9: WORKLOAD

9.1

Academic Members and Professional Associates are expected to engage in scholarship/research (or equivalent) and in service 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 21. Members who will be off campus for more than five (5) consecutive working days shall inform their Dean/Director.

9.3 Teaching Workload

- (a) The standard teaching workload for academic Members on a full-time regular appointment shall normally be fifteen (15) credit hours in one (1) academic year. Variations from the standard teaching load are possible and shall be determined by the factors outlined in Article 9.4 (a); particularly by a Member's scholarship/research activities, as well as the provisions of Articles 9.5 (b), (c), and (d). The maximum standard teaching load of academic Members on a full-time regular appointment shall be eighteen (18) credit hours in one (1) academic year. Workload assigned beyond eighteen (18) credit hours shall constitute overload.
- (b) The teaching workload of academic Members on amended appointments shall be consistent with the terms outlined in Article 7.13.
- (c) The standard teaching workload for academic Members on full-time term appointments of greater than one (1) year shall normally be fifteen (15) credit hours in one (1) academic year. Variations from the standard teaching load are possible and shall be determined by the factors outlined in Article 9.4 (a), particularly by a Member's scholarship/research activities, as well as the provisions of Articles 9.5 (b), (c), and (d). The maximum standard teaching load of academic Members on full-time term appointments shall be eighteen (18) credit hours in one (1) academic year. Workload assigned beyond eighteen (18) credit hours shall constitute overload.
- (d) The standard teaching workload of academic Members on full-time term appointments of one (1) year shall normally be eighteen (18) credit hours in one (1) academic year. The standard teaching workload of academic Members on full-time term appointments of six (6) months shall normally be nine (9) credit hours, and normally over one (1) academic term.
- (e) Professional Associates may teach a maximum of twelve (12) credit hours in one (1) academic year as part of their assigned workload. They may also accept sessional appointments of up to twelve (12) credit hours in one (1) academic year.

- (f) The standard teaching workload of Instructional Associates on full-time regular appointments shall be clearly indicated in their respective job descriptions (Appendix C) and shall not exceed a maximum of twenty-four (24) credit hours of combined lecture, laboratory, and clinical instruction in one (1) academic year. Instructional Associates may teach up to a maximum of six (6) credit hours resulting from lecture contact hours, with the exception of Members holding the rank of Instructional Associate IV, in which case the maximum is nine (9) credit hours. They may also accept sessional appointments of up to twelve (12) credit hours in one (1) academic year for overload work above the standard teaching workload identified in their job description.
- (g) 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.
- (h) In accordance with academic qualifications of the Member, U Sports Athletic ranks will normally teach six (6) credit hours but teaching may range from three (3) to nine (9) credit hours. These Members may also accept sessional appointments of up to six (6) credit hours in one (1) academic year.
- (i) No Member may be compelled to teach more than the maximum standard workload at their rank (e.g., eighteen (18) credit hours in one (1) academic year for academic Members on a full-time regular appointment).
- (j) Once assigned, Members may elect, but shall not be required, to accept workloads beyond their assigned teaching workload in a given academic year (Article 9.4 (d)).
- (k) Workload in excess of the maximum standard teaching workload of a Member's appointment, and in accordance with Article 7.15 (a), shall be paid at sessional rates.
- (l) Taking into account the factors outlined in Article 9.4 (a), the assigned teaching workload of new academic Members on tenure-track appointments shall normally be twelve (12) credit hours in the first year of their contract and between twelve (12) and fifteen (15) credit hours in the second year of their contract. The Employer will provide sessional coverage to facilitate this reduction when required.

9.3.1 Workload for Professional, Instructional, and Administrative Associates and U Sports Athletic Ranks

- (a) The workload of Professional Associates, Instructional Associates, Administrative Associates, and U Sports Athletic Ranks shall be consistent with the duties and responsibilities described in the job descriptions listed in Appendices B, C, D and I.
- (b) Where the workload of Professional Associates, Instructional Associates or U Sports Athletic Ranks includes teaching workload, such workload shall be assigned as per Article 9.4.

- (c) If a Professional 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 Article 9.3.1 (c) and/or Article 9.3.1 (d), 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.
- (f) The Employer recognizes that scholarship/research and professional development activities are integral to the development of Professional Associates and required in order to earn promotion. In order to pursue such activities, Professional Associates may apply to the Dean/Director for time to carry out scholarship/research activities. Applicants will provide reasonable notice, and applications will include the approximate time required for such activities, a summary of the proposed scholarship/research activities, and expected outcomes. It is recognized that the amount of time allocated for such purposes will vary among Members, and that the Dean's/Director's assessment of these applications will take into account the importance of the activity to the Member's career development, the operational requirements of the unit, and the Member's progress in their scholarship/research activity. Members shall be entitled to utilize a minimum of ten (10) working days per year for this purpose. The Dean/Director will communicate their decision, with rationale, in writing to the Member and shall not unreasonably deny applications. There is no implication that ten (10) working days per year satisfies the expectations for scholarship/research (e.g., Articles 9.1, 8.3 (c) and 8.5).

9.4 Assignment of Teaching Workload

- (a) All teaching workload assignments shall be recommended by the Department/Unit and approved by the Dean/Director who is responsible for ensuring the teaching assignments are fair and equitable. Factors to be taken into account when assigning a Member's teaching workload shall include, in no particular order and not limited to, the following:
 - (i) the number of new courses
 - (ii) the number of new preparations
 - (iii) class size
 - (iv) marker/demonstrator assistance
 - (v) laboratory preparation and set-up
 - (vi) nature of the discipline

- (vii) pedagogy
 - (viii) class scheduling
 - (ix) the teaching workload of the Member in previous years
 - (x) the type of appointment held by the Member and other duties of the Member outlined in Article 8 or in Appendices B, C, D, and I
 - (xi) Scholarship/Research as described in Article 8.3 (c)
 - (xii) Service, including undergraduate student degree advising, beyond the normal expectations described in Article 8.3 (d)
 - (xiii) Program needs, including reliant programs in other units/departments
 - (xiv) Program design and/or renewal initiatives proposed by Members
 - (xv) Student enrolment initiatives (recruitment and retention).
- (b) The Parties are committed to completing the transition to a standard teaching load of fifteen (15) credit hours in each academic year. Beginning 1 April 2019, the Employer agrees to dedicate funds equivalent to forty (40) sessional replacement courses (three (3) credit hours) in each academic year to work towards this transition. In addition, the Employer commits to hiring four (4) new full-time appointments (i.e. tenure-track or term appointments of not less than three (3) years) beyond the number of existing vacant BUFA positions. Criteria used to establish priorities for the allocation of these and other BUFA positions will be developed by the Staffing Criteria Working Group (Appendix K). These criteria will be communicated to Departments through their Dean/Director. Departmental requests for additional positions must clearly address these criteria and also include documentation demonstrating departmental efforts to deliver academically sound programs in an efficient manner. Examples of supporting documentation may include excerpts from a departmental review, a program plan, and/or curriculum review. In consultation with the Joint Administrative Committee, the President's Executive Committee will advise the Union and the Deans/Directors of the first two (2) full-time BUFA positions allocated in the fall of 2020, with one (1) additional allocation of a full-time BUFA position in the fall of each of 2021 and 2022.
- (c) The Department, in a properly constituted departmental meeting, shall consider the factors outlined in 9.4 (a) and recommend the teaching workload assignments and courses of Department members, as well as all other courses offered by or through the Department.

In the event that a recommendation for a Member assigned teaching workload of fifteen (15) credit hours yields a challenge with program delivery, and the Department has made reasonable efforts to resolve this challenge, the University will make reasonable efforts to provide resources in order to ensure equitable workloads for Members and adequate resources for program delivery, but will not normally recommend solving it by denying the proposed teaching workload of said Member.

The Department shall forward its written recommendation to the Dean/Director by 15 October for approval. The recommendation shall include the proposed teaching workload of Members, with specific course assignments and timetable, as well as sessional requirements, and/or term replacements.

The Dean/Director may request, in writing, clarification on the Departmental recommendation of teaching workload. In the exceptional event that the

Dean/Director disapproves the recommendation of the Department, they shall give reasons, in writing, based upon Article 9.4 (a), 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 9.4 (a).

- (d) The Dean/Director shall inform the Department of the teaching workloads, with specific course assignments and timetable, for all courses offered by or through the Department and advise the Department of all approved term and/or sessional appointments. The Dean/Director shall communicate these decisions to all members of the Department, through the Department Chair/Program Coordinator, in writing, no later than 15 December, with the limited exception of 9.4 (h). The Employer shall issue sessional and term contracts as suitable candidates are identified.

Courses with zero (0) enrolment may be cancelled by the Dean/Director no later than twelve (12) weeks prior to the start of the academic term in which the course is scheduled (see exception in 9.4 (h)). In such a case, the Department, in consultation with the Member, shall recommend an equitable alternate teaching assignment, as per Articles 9.4 (a) and (c). The Department will normally provide its recommendation to the Dean/Director within five (5) working days of the cancellation. No Member who is assigned teaching workload in both the Fall and Winter terms may be compelled to teach in Spring/Summer session as a result of a cancelled course.

- (e) Teaching workloads for new appointments shall be assigned and communicated to the Member as far in advance of the commencement of instruction as possible, normally within fifteen (15) working days of the time of hire.
- (f) Once assigned, no alterations may be made to workloads or assigned courses of a Member except by the mutual agreement of the Dean/Director and the Member, and upon the recommendation of the Department to the Dean/Director, which shall normally be provided within five (5) working days of the request, in accordance with Article 9.4 (c), although note the limited exception regarding zero enrolment courses in 9.4 (d).
- (g) A Member on sabbatical leave for half of the academic year will normally be assigned half of their usual teaching workload, up to a maximum standard teaching workload of nine (9) credit hours, as per 9.4 (a) and (c).
- (h) In the School of Music, the Parties recognize the challenge in assigning teaching workload for the Applied Department in the absence of precise student numbers. In determining teaching workload recommendations, the Members and the Department shall endeavour to build flexibility within their assignments. Alterations may be necessary beyond 15 December for required applied courses. In making alterations, the Member, the Department, and the Dean shall consider the following priorities, in no particular order: the necessity to accommodate student and program needs, equitable access to a fifteen (15) credit hour teaching workload, and the attempt to minimize disruption in workload assignments. The Parties agree that for applied instruction, the Dean shall endeavour to finalize potential changes as early as possible, and no later than 15

July. In adjusting workload to meet the needs of changing student enrolment, the Member, the Department, and the Dean shall not unreasonably withhold consent. This clause supersedes the zero (0) enrolment course process as outlined in 9.4 (d) for Applied Music courses.

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

- 1) Team-taught courses in which all Members attend all, or virtually all, the classes and are jointly responsible for the administration of the entire course, shall be weighed four thirds ($4/3$) in calculating teaching workload. For example, each of two (2) Members team teaching a three (3) credit hour course will be granted two (2) credit hours of teaching workload.
- 2) Shared courses in which Members 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.

(ii) Special Delivery Courses

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; the normal range has been thirty-six (36) to thirty-nine (39). 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 (i.e. PENT and CBE) in particular. The following formula will apply for calculation of instructor workload: for a three (3) credit hour course, in the event that the lecture contact hours lie between the minimum requirement and forty-one (41) contact hours, then the instructor credit hour rating will be the regular course credit rating. For every additional six (6) lecture contact hours above thirty-six (36), the instructor credit hour rating will be increased by one-half (0.5) credit hour. For six credit hour courses, in the event that the lecture contact hours lie between the minimum requirement and seventy-seven (77) contact hours, then the instructor credit hour rating will be the regular course credit hour rating (i.e. six (6) credit hours). For every additional six (6) lecture contact hours above seventy-seven (77), the instructor credit hour rating will be increased by one-half (0.5) credit hour.

(iii) Supervision of Field Experience

In Education and Music, the supervision of the field experience of one (1)

student, for each week of that student's placement, equals 0.08 of one (1) credit hour per week if the supervision is conducted by Brandon-based Members and requires traveling beyond 100 kms from their normal place of employment to observe students in the field, and 0.04 of one (1) credit hour for all other instances if the supervision is assigned by the Office of Field Experience to which the Member is responsible.

In the PENT program, the supervision of the field experience of one (1) student, for each week that the student is evaluated by the field experience supervisor plus one additional week to complete other substantive work, equals 0.08 of one (1) credit hour per week, if the supervision requires traveling beyond 100 kms to observe students in the field, and 0.04 of one (1) credit hour for all other instances if the supervision is assigned by the Office of Field Experience to which the Member is responsible.

(iv) Clinical & Practica Supervision in Health Studies

1) In Health Studies, direct (on-site) clinical supervision of one (1) clinical section (up to seven (7) students per clinical section):

- A. courses with 8 clinical hours per week for 12-13 weeks equal 4.0 credit hours.
- B. courses with 12 clinical hours per week for 12-13 weeks equal 6.0 credit hours.
- C. courses with 16 clinical hours per week for 12-13 weeks equal 8.0 credit hours.
- D. courses with 24 clinical hours per week for 12-13 weeks equal 12.0 credit hours.
- E. courses with 40 clinical hours per week for three weeks equal 4.0 credit hours.

2) In Health Studies, indirect (field) supervision workload is calculated at one-half (1/2) of direct (on-site) clinical supervision for courses with up to seven (7) students:

- A. 4 clinical hours per week for 12-13 weeks equals 1.0 credit hours, and prorated when enrolment exceeds seven (7) students at a rate of 1/7 of a credit hour (i.e. 0.1429 credit hour) for each additional student.
- B. 12 clinical hours per week for 12-13 weeks equals 3.0 credit hours.
- C. 40 clinical hours per week for three weeks equals 2.0 credit hours.

3) In all undergraduate programs in Health Studies supervision of students for Senior Practicum shall be credited as 0.5 credit hours of teaching workload per student.

(v) Topics and Thesis Supervision

1) Undergraduate Topics and Reading Courses

Undergraduate topics and reading courses are defined as courses in which the number of contact hours per week is normally less than the standard minimum of thirty-six (36) hours per term. Teaching workload credit for undergraduate topics and reading courses will be one-third (1/3) the student credit hour rating for each student up to the student credit hour rating of the course.

2) Undergraduate Thesis Courses

Undergraduate thesis courses, as identified in the calendar, are normally courses in which a Member supervises an individual student working on an individual project. Teaching workload credit for these courses will be one-third (1/3) the student credit hour rating for each student. This does not apply to a thesis course in which the Member normally teaches more than one (1) student (with the exception of Article 9.5 (a) (iv) (3)).

3) Thesis Exhibition in Fine Arts

Workload for Thesis Exhibition within the Bachelor of Fine Arts (BFA) program shall be calculated at one-third (1/3) the credit hour rating for the course. Where the course is shared, credit hours shall be calculated in accordance with Article 9.5 (a) (i) (2).

4) Graduate Topics Courses

Graduate topics courses are weighted as follows:

- A. one (1) student: workload (and minimum weekly instructor contact) at one-half (1/2) the course credit hour rating.
- B. two (2) students: workload (and minimum weekly instructor contact) at two-thirds (2/3) the course credit hour rating.
- C. three (3) students: workload (and minimum weekly instructor contact) at full course credit hour rating.

5) Graduate and Undergraduate Thesis Supervision

- A. Responsibility for supervision of a Master's thesis shall equal one (1) credit hour in each of the first year and second years of the student's program. When a full sabbatical interrupts this allocation, that credit hour shall be assigned in the year following the sabbatical unless the supervision has been assigned to another Member.
- B. Members in the Faculty of Science who are supervising Graduate students shall receive a maximum of three (3) credit hours per academic year for supervision of Graduate and Undergraduate thesis students but may elect to supervise more than three (3) Graduate and Undergraduate thesis students.

C. Supervision of a graduate practicum in Education (07:651) shall equal 0.25 of one (1) credit hour.

(vi) Music

- 1) Assigned private instruction of one (1) student for one (1) hour per week over the fall and winter terms equals one (1) credit hour of teaching workload.
- 2) 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.

(vii) Laboratory Workload

For the purposes of this section, a lab must meet the following criteria: (a) be listed in the calendar; (b) be scheduled in the registration guide indicating a specific instructor(s), time, and in a single location; and (c) run for a minimum of ten (10) weeks per term with scheduled activities or exercises each week. This definition of labs includes tutorials and open labs that meet the above criteria.

For the purposes of this section, the following definitions will apply:

Course Instructor – Member(s) responsible for the lecture portion of the course; this may or may not be the same as the Lab Instructor.

Lab Instructor – normally the course instructor or IA who is listed in the registration guide and is responsible for the overall organization of the lab. May also include sessional lab instructors.

Lab Assistant – person(s) not responsible for the overall organization of the lab, but assists the lab instructor, normally in day-to-day duties such as marking, lab preparation or set-up, and/or assisting students during lab. A Lab Assistant is normally an IA working without supervision or a student working under supervision.

Members who teach all or part of the laboratory component of a course shall receive credit according to the following scale:

Scenario	Credit Hours
1. Lab Instructor(s) solely responsible. Labs are handled exclusively by the lab instructor, normally the course instructor or an IA. If shared among multiple Lab Instructors, credit hours are allocated according to the proportion of lab contact hours per week.	Lab Instructor 0.5 x lab contact hrs./wk.
2. Lab Instructor with supervised Lab Assistant(s). Lab instructor handles the majority of instruction & spends the majority of each lab period instructing students, but receives some	Lab Instructor 0.5 x lab contact hrs./wk.

assistance, such as marking, lab preparation, and/or assisting students during lab.	
3. Lab Instructor with unsupervised Lab Assistant(s). Lab instructor shares the instruction and lab supervision with a Lab Assistant.	Lab Instructor 0.25 x lab contact hrs./wk. Lab Assistant 0.25 x lab contact hrs./wk.
4. Lab Instructor with unsupervised Lab Assistant(s). Lab instructor is responsible for overall organization and some of the lab instruction (e.g., introducing the lab), but a Lab Assistant is responsible for the majority of instruction and spends the majority of each lab period instructing students.	Lab Instructor 0.125 x lab contact hrs./wk. Lab Assistant 0.375 x lab contact hrs./wk.

(viii) 090 Level Courses

Courses with course numbers below 100 (the 090's) which normally involve instruction over two (2) terms and contact hours of seventy-two (72) hours or more, but which carry only three (3) credit hours of student credit shall carry six (6) credit hours of workload to reflect these facts.

(ix) Studio Art Instruction

Studio art instruction, where the Member is solely responsible for the studio component of the course, shall be deemed to be equivalent to one-half (1/2) the number of studio contact hours per week. Where the Member receives some assistance, for example the help of a student studio assistant or other studio assistant, the Member will receive credit equivalent to one-quarter (1/4) the number of studio contact hours per term. Where there is a lecture component of studio art courses the lecture component shall be calculated on a one-to-one basis (i.e. one lecture hour is equivalent to one contact hour). Members may, upon recommendation of the Department and determination of the Dean/Director, combine studio and lecture components to produce three (3) credit hour workload equivalents (e.g., six (6) studio hours; two (2) lecture hours and two (2) studio hours; one and one-half lecture hours (1.5) and three (3) studio hours).

x) For technologically mediated courses, see Article 33.3 and Article 33.4.

xi) In the faculties of Arts and Science, teaching workload for practica and work experience shall be 0.5 credit hour per student.

(b) Teaching Workload Reductions

Members performing the following duties shall receive a reduction in their teaching workload:

(i) Department Chairs – three (3) credit hours

- (ii) Campus Recreation Director – nine (9) credit hours
 - (iii) The Coordinator of Student Advisors in Education – three (3) credit hours
 - (iv) The Chair of the Graduate Program in Education – six (6) credit hours
 - (v) The Chair of the Graduate Program in Music – three (3) credit hours
 - (vi) Coordinator of Gender and Women’s Studies – three (3) credit hours
 - (vii) Coordinator of Environmental Science – three (3) credit hours
 - (viii) Chair of Joint Department of Music Education (JDME) – five (5) credit hours
 - (ix) Coordinator of Master of Science (Environmental and Life Sciences) – three (3) credit hours
 - (x) Chair(s) of Brandon University Research Ethics Committee (BUREC) – six (6) credit hours, allocated to the Chair or Co-Chairs, as determined by the Committee, and with any required sessional funding provided through the Office of the Vice-President
 - (xi) Coordinator of the Graduate Program in Psychiatric Nursing – three (3) credit hours
- (c) The University shall permit the Union to purchase up to a six (6) credit hour reduction in the workload of each of the BUFA President and BUFA Vice-President at sessional rates and up to a three (3) credit hour reduction in the workload for each member of the BUFA Negotiation Team (when active).
 - (d) The Employer shall permit the Eckhardt-Gramatté 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.
 - (e) The employer may permit Members to purchase a reduction in teaching workload, at sessional rates, if funded by a research grant.

9.6 Sessional Contracts and Stipends

- (a) Members on external sessional appointments (as per Article 7.15 (b)) 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.
- (b) Unless otherwise agreed by the Parties, no one 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 their 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 Article 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

Evaluations are intended to support Members' formative development. The performance of all Members on term or probationary appointments (except for one-year non-renewable term appointments) shall be evaluated in written form by their Dean/Director by December of each year. Sessional faculty shall be evaluated in each of the first two (2) academic years of teaching by the Dean or designate to determine competency prior to establishing RFR. Where an evaluation has not been conducted, the sessional Member's teaching will be deemed competent. Sessional Members who hold RFR should be evaluated every four (4) years. 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 Teaching, Research, and Service as outlined in Article 8 and/or, in the case of Instructional Associates, Professional Associates, and Administrative Associates, the Member's job description. Evaluations shall be based on the Dean's/Director's assessment of the Member's performance, student feedback information, as well as self-evaluation by the Member. As part of the evaluation process, Members shall provide their Dean/Director with an updated curriculum vitae which addresses the Qualifications by Rank categories outlined in Article 8 and, if applicable, the Member's job description.

11.2

The University shall conduct in-class student feedback surveys. Each Faculty/Unit will work with the Centre for Teaching, Learning, and Technology (CTLT) to devise an instrument for use in soliciting student feedback. 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.

Factors which may be taken into account in evaluating teaching attainment include, but shall not be limited to, the following:

- (a) Evidence of student achievements in which the Member has played an important supporting role;
- (b) Evidence of commitment and service to students;
- (c) Development of new courses and revision of existing courses;
- (d) The Member's development of instructional materials, teaching aids and techniques;
- (e) Efforts to evaluate and improve teaching;
- (f) Assessments by graduates of the quality of instruction in light of subsequent professional or graduate school experience;
- (g) Observations by the Dean/Director or designate based upon classroom visitations at a time mutually agreed upon by the Member and the Dean;
- (h) Assessments by other colleagues, with the Member's consent.

Classroom visitations (see above) are normally performed by the Dean/Director. In exceptional circumstances, at the Member's request, classroom visitation can be performed by a mutually agreed designate.

Evaluative tools used during classroom visitations (e.g., a form of relevant items on which Members are to be evaluated) shall be developed by each Dean/Director in consultation with their respective Faculty/Unit and shall be made available to Members on the Faculty website.

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 they have been unfairly or inadequately evaluated may submit to their 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.

11.4 Peer Evaluation

The Parties agree to the establishment of a mechanism for peer evaluation through a Peer Evaluation of Teaching Working Group (Appendix K).

ARTICLE 12: TENURE

12.1 Application Deadline

Eligible Members who wish to apply for tenure (Article 7.5) 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 12.2, must be received by 1 October. By 5 October, Deans/Directors shall send the names of all applicants to relevant Departments. By 20 October, Deans/Directors shall notify the Chairs of the relevant Faculty/Unit Tenure Committee and the University Tenure Committee whether or not there are applicants from their respective Faculties/Units and will forward the names of all applicants. Applicants may withdraw their applications at any time.

12.2 Dossier

Applicants shall prepare a dossier 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 tenure recommendations and decisions are to be based, including substance and sources, shall be added to the dossier. No anonymous or unverified material will be admitted for consideration or added to a dossier. Applicants shall be informed of all additions to the dossier. Departments, Deans/Directors, and the Faculty Tenure Committee can only add new information to the dossier, other than their recommendations (as required in Articles 12.3 and 12.4), with agreement of the applicant. 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 Vice-President at the appropriate stages of deliberation. Applicants have the right to request, in writing, to the Dean/Director that material be removed from their dossier. Any disputes between the applicant and the Dean/Director on the removal of material from the applicant's dossier will be referred to the Joint Administrative Committee for resolution. Applicants have the right to inspect their dossier at any point, and to rebut any item. The applicant'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 applicant's Dean/Director is responsible for maintaining the dossier and informing the applicant of any additions.

For the duration of the University Tenure Committee deliberations, the applicant's dossier shall be housed in the office of the Dean of the Faculty/School of the Chair of the University Tenure Committee. For the duration of the Vice-President's deliberations, the applicant's dossier shall be housed in the Office of the Vice-President. For the duration of the University Tenure Appeals Committee deliberations, the applicant's dossier shall be housed in the Office of the President. At each stage of the process, the office responsible for the dossier will ensure that Committee members and the applicant have convenient, secure, and unprejudiced access to the dossier.

12.3 Departmental Recommendation

Members of an applicant's Department, excluding the Dean/Director and those members elected or appointed to the Faculty/Unit and/or the University Tenure Committee or the Tenure Appeals Committee, shall review the applicant's dossier and meet with the applicant before 15 October, to formulate recommendations based upon the relevant sections of the Collective

Agreement. Members who are seeking tenure may not participate in the deliberation leading to the Department's recommendation nor in voting on their own application for tenure. 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 applicant. Departmental recommendations shall include written reasons and signature lines for all Department members. Recommendations shall be signed by each member of the Department who supports the recommendation and rationale, with the exception of the applicant, members elected or appointed to the Faculty/Unit and/or the University Tenure Committee, and/or the Tenure Appeals Committee. Abstentions or dissenting viewpoints, including those who agree with the recommendation but do not agree with the supporting rationale, will be supported by written reasons. The reasons must be substantive and clearly related to qualifications by rank and criteria for tenure, and sufficiently specific to enable the applicant to know the basis of the recommendation.

In the case of applicants who are not members of a Department composed of at least three (3) Members, the Dean/Director, after consultation with the applicant, shall designate a "non-Departmental Committee", excluding members elected or appointed to the University Tenure Committee or the Tenure Appeals 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 Faculty/Unit Recommendation

By 15 September each Faculty/Unit with applicants for tenure shall strike a Faculty/Unit Tenure Committee composed of five (5) tenured Members elected by and from the Members. In the case of applicants who are members of a Unit consisting of fewer than five (5) tenured Members, the Dean/Director, after consultation with the applicant, shall designate additional Member(s) whose discipline area is as closely related to the applicant's as possible, such that the total complement of five (5) members is met. Applicants will be permitted two (2) vetoes in this selection process. The Faculty/Unit Tenure Committee shall, by 15 October, select one (1) of its members to chair the Committee. The applicant shall meet with the Faculty/Unit Tenure Committee by 7 November, but not until after the Committee has received the Department's recommendation. 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 applicant, the Department, and the Dean/Director. The Committee's recommendations shall include written reasons and signature lines for all Committee members. Recommendations shall be signed by each member of the Committee who supports the recommendation and rationale. Abstentions or dissenting viewpoints, including those who agree with the recommendation but do not agree with the supporting rationale, shall be supported by written reasons. The reasons must be substantive and clearly related to qualifications by rank and criteria for tenure and be sufficiently specific to enable the applicant to know the basis for the recommendation.

12.5 Decanal Recommendation

Applicants shall meet with their Dean/Director by 7 November, but not until after the Dean/Director has received the Department's recommendation. A copy of the Dean's/Director's recommendation will be sent to the applicants, their Departments, and to the Chair of the University Tenure Committee by 15 November. The Dean/Director's recommendation shall be supported by written reasons which must be substantive and clearly related to the qualifications

by rank and criteria for tenure and sufficiently specific to enable the applicant to know the basis for the recommendation.

12.6 Composition of University Tenure Committee

The University Tenure Committee shall consist 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, of which one (1) must be an academic Dean, plus one (1) alternate to replace a Dean/Director during deliberations and voting on applications where there may be a conflict of interest.

Members will be elected for two (2) year terms with staggered appointments. The names of new members will be communicated to the Office of the Vice-President by 1 October.

12.7 Procedures of the University Tenure Committee

A quorum at all meetings will consist of six (6) 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 applicants for whom they have prepared recommendations are considered.

The Committee may request to meet with the applicant, 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 Tenure Committee, and may be accompanied by advisors/spokespersons. The applicant 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 applicant may also call witnesses. 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 Vice-President by 15 December, with copies to applicants, Departments, Deans/Directors, and the Union.

The Committee's recommendations shall include written reasons and signature lines for all Committee members. Recommendations shall be signed by each member of the Committee who supports the recommendation and rationale. Abstentions or dissenting viewpoints, including those who agree with the recommendation but do not agree with the supporting rationale, shall be supported by written reasons. The reasons must be substantive and clearly

related to qualifications by rank and criteria for tenure and be sufficiently specific to enable the applicant to know the basis for the recommendation.

12.8 Recommendations

All recommendations and decisions on Tenure at each stage of the process shall indicate whether the applicant should:

- (a) be offered a Tenured Appointment, or
- (b) be refused a Tenured Appointment, or
- (c) if applying early (see 7.5 (e)(ii & iii)), reapply in the next academic year, or
- (d) if applying in the last year of a probationary contract, be granted a one-year extension.

12.9 Approval

Tenure recommendations approved by the Vice-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. Reasons must be substantive, clearly related to the qualifications by rank and criteria for Tenure, and sufficiently specific to enable the applicant to know the basis for the recommendation or decision.

12.10 Criteria for Tenure

Members with tenure-track appointments shall be considered for tenure at the appropriate time according to Article 7.5 (d) (U Sports Members see Appendix J). Tenurable ranks are Assistant Professor, Associate Professor, Professor, and Professional Associate II, III, and IV. Tenured appointments will be offered as first appointments normally only to individuals who are to be 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 Articles 8 and 12.

12.11

Tenure recommendations and decisions shall be based upon the qualifications by rank (Article 8) as well as upon Article 12.12 below. In applying the criteria to Members in academic ranks, 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 8.2 and 8.5 shall be taken into account, in light of the job description stipulated in Article 8.5.1 (b) and Appendix B.

12.12

Recommendations and decisions must take into account the applicant's entire academic career and carefully examine the applicant's performance on all criteria in accordance with accepted norms of scholarly and creative activity and teaching adequacy. Recommendations and decisions must also take into account the applicant's progress in the various criteria, as per Article 8, and the context of teaching and scholarly activity at Brandon University. Recommendations shall be based only upon information provided in the dossier; specifically, no inferences may be drawn from the omission of student surveys. When student surveys are

included, there is to be no consideration of any data that compares the applicant's teaching attainment to that of other Members or any other calculated averages.

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 8.3 and 8.4 in one (1) of the other criteria. In Tenure decisions for Professional Associates II, III, and IV, documented excellence in professional experience or professional attainment may compensate for achievement less than that specified in Article 8.5 in one (1) 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.

12.13 Tenure Appeals

These appeal 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. The Tenure Appeals Committee is an Arbitration Board under the Manitoba Labour Relations Act.

12.14

Applicants not granted 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 University Tenure Committee and the Vice-President.

12.15 Tenure Appeals Committee

By 15 November, 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 one of the Senate representatives 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, they 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 University Tenure Committee and applicants 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 applicants whose appeals are to be reviewed.

If the Member appointed by the Union, the member appointed by the President, or the Chair selected by the other two members, or any combination thereof, is subsequently unable to serve, then those members of the Appeals Committee that have already been chosen shall remain in place. The member(s) unable to serve shall be replaced utilizing the same process as the appointment of the original member(s).

12.16 Tenure Appeals Procedures

The Tenure Appeals Committee, utilizing the procedures set out by 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. Witnesses shall give sworn testimony and are subject to cross-examination. Decisions shall be sent to the Vice-President for implementation, with copies to the appellants, Departments, the Chair of the University Tenure Committee, Deans/Directors, and the Union.

12.17 Tenure Appeals Decisions

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 Vice-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 Vice-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.

12.18

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

ARTICLE 13: PROMOTIONS

13.1 Application Deadline

Members may apply to their Dean/Director for promotion. Applications and supporting dossiers, as per Article 13.2, must be received by 1 October to be considered that year. Within two (2) working days, the Dean/Director shall inform the Department of each Member who has applied for promotion. By 15 October, Deans/Directors shall notify the Chair of the University Promotions Committee whether or not there are applicants from their respective Faculties/Units and will forward the names of all applicants. Applicants may withdraw their applications at any time.

13.2 Dossier

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. No anonymous or unverified material will be admitted for consideration or added to a dossier. The applicant shall be notified of all additions to the dossier. Departments and Deans/Directors can only add new information to the dossier, other than their recommendations (as required in Article 13.3), with agreement of the applicant. The contents of this dossier shall be available for inspection by the Department, the Dean/Director, the University Promotions Committee, and the Vice-President at the appropriate stages of deliberation. Applicants have the right to request, in writing, to the Dean/Director that material be removed from their dossier. Any disputes between the Member and the Dean/Director on the removal of material from the Member's dossier will be referred to the Joint Administrative Committee for resolution. Applicants have the right to inspect their dossier at any point, and to rebut any item. The applicant'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 applicant's Dean/Director is responsible for maintaining the dossier and informing the applicant of any additions. All additions to the dossier, including sources and dates of such additions, must also be itemized by the Dean/Director.

For the duration of the University Promotions Committee deliberations, the applicant's dossier shall be housed in the Office of the Dean of the Faculty of the Chair of the University Promotions Committee. For the duration of the Vice-President's deliberations, the applicant's dossier shall be housed in the Office of the Vice-President. For the duration of the University Promotion Appeals Committee deliberations, the applicant's dossier shall be housed in the Office of the President. At each stage of the process, the office responsible for the dossier will ensure that Committee members and the applicant have convenient, secure, and unprejudiced access to the dossier.

13.3 Departmental Recommendation

Members of an applicant's Department, excluding the Dean/Director and those members elected or appointed to the University's Promotions Committee and/or the Promotions Appeals Committee, shall review the applicant's dossier and meet with the applicant before 15 October, to formulate recommendations based upon the relevant sections of this Collective Agreement.

Members who are seeking promotion may not participate in the deliberation leading to the Department's recommendation nor in voting on their own application for promotion. 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 shall include written reasons and signature lines for all Department members. Recommendations shall be signed by each member of the Department who supports the recommendation and rationale, with the exception of the applicant, members elected or appointed to the University Promotions Committee, and/or the Promotions Appeals Committee. Abstentions or dissenting viewpoints, including those who agree with the recommendation but do not agree with the supporting rationale, will be supported by written reasons. The reasons must be substantive and clearly related to the qualifications by rank and criteria for promotion and sufficiently specific to enable the applicant to know the basis for the recommendation.

In the case of applicants who are not Members of a Department/Unit composed of at least three (3) Members, the Dean/Director, after consultation with the applicant, shall designate a "Non-Departmental Committee", excluding members elected or appointed to the University's Promotions Committee or the Promotions Appeals 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.

13.4 Decanal Recommendation

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. The Dean's/Director's recommendation shall 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 applicant to know the basis for the recommendation.

13.5 Composition of University Promotions Committee

The University Promotions Committee shall consist of:

- a Chairperson appointed by the President from among tenured 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, of which one must be an academic Dean, plus one (1) alternate to replace a Dean/Director during deliberations and voting on applications where there may be a conflict of interest.

Members will be elected for two (2) year terms with staggered appointments. The names of new members will be communicated to the Office of the Vice-President by 1 October. Applicants for promotion may not serve on the Committee.

13.6 Procedures of University Promotions Committee

A quorum at all meetings will consist of six (6) 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.

It is the responsibility of the Chair of the University Promotions Committee to implement the requirements of Article 13.11.

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/spokespersons. 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 also has the right to call witnesses. 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 Vice-President by 15 December, with copies to applicants, Departments, Deans/Directors, and the Union.

The Committee's recommendations shall include written reasons and signature lines for all Committee members. Recommendations shall be signed by each member of the Committee who supports the recommendation and rationale. Abstentions or dissenting viewpoints, including those who agree with the recommendation but do not agree with the supporting rationale, shall be supported by written reasons. The reasons must be substantive and clearly related to qualifications by rank and criteria for promotion and be sufficiently specific to enable the applicant to know the basis for the recommendation.

13.7 Approval

- (a) Promotions approved by the Vice-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 that includes 1 April.

13.8 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 Articles 13.9, 13.10, 13.11 and 13.12 below. In applying the criteria to Members in academic ranks, all relevant factors included in Article 8.3 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 8.5 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. Recommendations shall be based only upon information provided in the dossier; specifically, no inferences may be drawn from the omission of student surveys. When student surveys are included, there is to be no consideration of any data that compares the applicant's teaching attainment to that of other Members or any other calculated averages.
- (c) A record of accomplishment in scholarship/research and/or effectiveness in teaching within rank is expected for promotion of an academic Member to the next rank. A record of accomplishment in professional attainment and/or professional experience within rank is expected for promotion to the next Professional Associate rank. The normal expectation is that an Assistant Professor/PA II would require five (5) years within rank to demonstrate such a record and an Associate Professor/PA III 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. In exceptional circumstances, a Member may apply for Promotion before five (5) or seven (7) years in rank. Under these circumstances, the applicant must provide clear and detailed evidence that demonstrates that the record of accomplishment that would be expected at the normal time in rank has been met.

13.9

For promotion to Assistant or Associate Professor, excellence in one of teaching, scholarship/research or service may compensate for achievements short of that specified in Articles 8.3 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. Similarly, excellence in scholarship/research and service may compensate for lesser achievement in teaching attainment. External references (Article 13.11) 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.

13.10

For promotion to Professional Associate II or III, excellence in one of professional experience, professional attainment or service 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. Similarly, excellence in professional attainment and service may compensate for lesser

achievement in professional experience. External references (Article 13.11) 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.

13.11 External Evaluations for Professor and Professional Associate IV

In situations involving promotions to Professor or Professional Associate IV, the opinion of external referees shall be sought. The candidate will submit three (3) names of persons whose references they would wish to place before the University Promotions Committee. They should provide a brief statement about each person named and accompanying rationale as to how the references can attest to their work. 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. All parties will disclose any potential conflict of interest and/or conflict of commitment with respect to referees to the University Promotions Committee for their consideration. Based upon this consideration, the University Promotions Committee may request additional referees. 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.

13.12

For Members who have, for extended periods of time, accepted and performed duties of primarily administrative nature, a clear record of excellence in service 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.

13.13 Promotions Appeals

These appeal 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. The Promotion Appeals Committee is an Arbitration Board under the Manitoba Labour Relations Act.

13.14

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 University Promotions Committee and the Vice-President.

13.15 Promotion Appeals Committee

By 15 November, 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 one of the Senate representatives 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, they 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 University Promotions 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 applicants whose appeals are to be reviewed.

If the Member appointed by the Union, the member appointed by the President, or the Chair selected by the other two members, or any combination thereof, is subsequently unable to serve, then those members of the Appeals Committee that have already been chosen shall remain in place. The member(s) unable to serve shall be replaced utilizing the same process as the appointment of the original member(s).

13.16 Promotion Appeals Procedures

The Promotion Appeals Committee shall utilize the procedures set out by 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. Witnesses shall give sworn testimony and are subject to cross-examination. Decisions shall be sent to the Vice-President for implementation, with copies to the appellants, Departments, the Chair of the University Promotions Committee, Deans/Directors, and the Union.

13.17 Promotion Appeal Decisions

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 Vice-President or the recommendation of the University Promotions Committee was based on a misapprehension or misapplication of the criteria for promotion, 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 Promotion Appeals Committee may overturn the decision of the Vice-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.

13.18

Reasonable costs associated with promotions and promotion 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 they contend 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. They 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 program and curriculum needs of the Employer. Unless agreement is reached on other methods within twenty-one (21) days, Articles 14.5 to 14.8 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 their whereabouts and to notify the Employer when they no longer wish 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 they contend that all practical means of eliminating the need for retrenchment having been taken, financial constraints require a reduction in Members' salary costs. They 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 (JRC). Within three (3) days of the Union appointment, the President shall appoint two (2) members to the JRC. 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 JRC 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, program 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 their whereabouts and to notify the Employer when they no longer wish 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 program 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 program. 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 Article 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 (Article 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. The Board Secretariat shall generate 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 16.20 of this Article, their appointment shall terminate on 31 August 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 representatives to the Board of Governors elected 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, they 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 they have more than six (6) years' service, and they shall be given not less than six (6) months' notice if they have 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 their 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 IVs. If these four (4) cannot agree upon a Chairperson within one (1) week, they 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 serve 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 Article 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 Articles 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 one of the Senate's representatives to the Board of Governors elected by the Senate, unless those individuals are 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) applicants with equal qualifications, then the applicant with the greatest seniority at Brandon University would be offered the position first. The Employer further agrees that the Member will

be considered as an applicant 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 Article 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 Article 17.4.

17.14

If an affected Member who holds a Probationary, Tenured, or Continuing Appointment is not offered, or does not accept redeployment, they 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

- 18.1 The employment of Members may be terminated in one of the following ways:
- (a) By retirement. A Member who retires before or after their normal retirement date as provided in the Brandon University Retirement 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.
 - (b) 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.
 - (c) On expiration of a Term Appointment.
 - (d) On expiration of a Tenure-Track Appointment following non-granting of tenure according to the provisions of Article 12.
 - (e) On expiration of the probationary period of a Continuing Appointment following recommendation of the Department.
 - (f) 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.
 - (g) Following completion of the procedures of Article 15.
 - (h) In accordance with Article 21.16.
 - (i) After 720 continuous days of sick leave, if the Member is not eligible for benefits under the Long Term Disability Plan.
 - (j) By dismissal:
 - (i) 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.
 - (ii) Criticism of the University or a controversial stand on public issues does not constitute just and reasonable cause.
 - (iii) Personality conflict or incompatibility does not constitute just and reasonable cause.
 - (iv) When the President feels there may be grounds for dismissal on the basis of persistent neglect of duties, they 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.

- (v) 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.
- (vi) 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. Members will be notified within ten (10) working days of any substantive, non-routine modifications to the above content of their Personnel File of which they were not otherwise notified.

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 may maintain working files, a list of which will be included in the Member's personnel file.

19.5

The Chief Human Resources Officer (CHRO) or designate may maintain a Confidential File separate from a Member's Personnel File containing:

- (a) Notes and any other documents in the Human Resources Office pertaining to a Member that were obtained or generated in the course of an investigation under the Discrimination and Harassment Prevention Procedures or the Sexualized Violence Policy. Subject to Article 32.7, this does not prohibit reports finding a breach of policy being placed on a Member's personnel file.
- (b) Medical information that is not required for routine administration of the Collective Agreement (e.g., under 21.13 – Sick Leave; 21.21 – Maternity Leave Allowance).
- (c) Any other document that the Parties agree shall not form part of a Member's Personnel File but may be retained in the CHRO's Confidential File.

19.6

In the case of any matter involving a Member that falls under the University's Discrimination and Harassment Prevention Policy or Sexualized Violence Policy (in this section referred to as the Policies), the Diversity and Human Rights Advisor (DHRA) shall maintain a file separate from the Member's Personnel File containing documents related to the matter.

Subject to Article 32.7, no document created, obtained, or otherwise produced pursuant to one of the Policies shall form part of a Member's Personnel File, with the exception of a report determining that a breach of a Policy has occurred.

The DHRA shall maintain records of such matters as follows:

- (a) In the event a complaint is made against a Member under one of the Policies and the designated person or body finds there was no breach of Policy and no corrective action is taken, all related documents shall be removed from the file and destroyed within eighteen (18) months from the time the designated person or body determined there was no breach.
- (b) In the event a complaint is made against a Member under one of the Policies and the designated person or body finds there was no breach of Policy, however, corrective action is taken nonetheless, a record of the complaint and related documents shall be kept in the DHRA's file for no more than thirty-six (36) months from the time the corrective action was undertaken, following which time the documents shall be removed from the file and destroyed, unless there is a subsequent complaint of a similar nature within that period of time.
- (c) In the event a complaint is made against a Member under one of the Policies and the designated person or body finds there was a breach of Policy, a copy of the report shall be placed in the Member's Personnel File (subject to Article 32.7 and any other relevant provisions of the Collective Agreement), but all other related documentation shall be kept only in the DHRA file. Such records kept on the DHRA file shall be removed and destroyed six (6) years from the date of the report, except in the case of another finding of a breach of one of the Policies in that time.

Only the Member and/or their authorized representative and the DHRA shall have access to the DHRA files and no document in the DHRA file shall be disclosed without the written consent of the Member and/or their authorized representative, or unless required by law (e.g., an order from a court or quasi-judicial tribunal, or pursuant to statute).

19.7

Each Member and/or their duly authorized representative shall have the right of access to their official file and working files, with the exception of confidential information therein, during regular office hours and upon written request to the CHRO. 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).

19.8

A Member may be required to produce identification to gain access to their file.

19.9

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

19.10

The Member shall have the right to have included in their file written comments on the accuracy or the meaning of any of the contents of their personnel file, and to add any documents to the file that they deem relevant. A Member shall have the right to have removed from their personnel file any material which they 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.

19.11

The Member, upon written request to the CHRO and at their own expense, may obtain one (1) copy of each document to which they have the right of access.

19.12

Access to a Member's Personnel File shall be restricted to the Member and/or their duly authorized representative and to duly authorized officers of the Employer. The Personnel File shall contain a log sheet identifying all persons, with the exception of the Member or their duly authorized representative, who have accessed the Member's file and the date of access. A Member may request, from the persons granted access, the reason(s) for accessing their personnel file.

19.13

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.

19.14

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: HOLIDAYS

20.1 General

The following days shall be considered holidays: New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other holiday so proclaimed by Federal or Provincial statute or University authorities.

20.2

When any of the aforementioned holidays falls on a Saturday or Sunday, the President or their designate shall substitute another working day as the holiday. The President or their designate shall declare by 1 March^t the day the holiday(s) is (are) to be observed as a paid holiday for all Members.

20.3

A Member will not receive additional remuneration in the event they choose to work on a holiday.

20.4

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

ARTICLE 21: VACATION AND LEAVE

21.1 Vacation

"Vacation" is defined as that period of time when a Member need not be engaged in appropriate professional activity.

21.2

Members on full-time appointments shall receive an annual vacation of six (6) weeks, prorated from the date of appointment, inclusive of the designated vacation days, plus one additional day, between Christmas and New Year's as determined and announced by Human Resources each year.

21.3

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

21.4

Members are expected to be engaged in appropriate professional activity during the entire year with the exception of the vacation period as specified in this Article. Members who will be off campus or absent for any reason for more than five (5) consecutive working days shall inform their Dean/Director.

21.5

A Member shall schedule their vacation period by mutual agreement with their Department, subject to the approval of the Dean/Director before the vacation is taken. Such approval shall not be unreasonably withheld. Negative decisions shall be in writing and include reasons. All Members, including Instructional Associates, shall be entitled to take their vacations for an uninterrupted period (namely five (5) or six (6) consecutive weeks).

21.6

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

21.7 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. The Employer will recognize any leave not articulated in this Article that is provided within the Manitoba Employment Standards Code including, but not limited to, Domestic Violence Leave and Family Leave.

21.8

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.

21.9

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, subject to the terms of the individual plans. 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.

21.10 Court Leave

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

21.11

The Employer may require the Member to furnish the document which requires them to appear as a witness or summons requiring them to appear for jury duty before making any payment under this Article.

21.12 Compassionate Leave

It is recognized that certain emergencies may arise in a Member's personal or family life which may require their absence from the University. The Member shall request compassionate leave from their Dean/Director or Human Resources. The maximum time will be in accordance with Manitoba Employment Standards. Supporting documentation may be requested by the Dean/Director or Human Resources. Such leave shall not be unreasonably refused. Compassionate Leave shall be at full salary and benefits.

21.13 Sick Leave

Members who are unable to carry out their duties because of illness, including psychoneurotic disorders or behavioral disorders, shall be entitled to full salary and benefits for up to one hundred and eighty (180) continuous calendar days. If the Member returns to work for up to thirty (30) continuous calendar days and then goes on sick leave again for the same illness as that which caused the original absence, the time away from work shall count to the one hundred and eighty (180) day total. At the conclusion of the one hundred and eighty (180) days, benefits to which the Member may be entitled under the Long Term Disability Plan come into effect. Members may access up to a maximum of ten (10) sick days for the sudden or planned obligations for caring for immediate family members. Members shall notify their Dean/Director and Department Chairperson 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) working days absence.

21.14 Employee and Family 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 an Employee and Family Assistance Program or equivalent, as appropriate and when available.

21.15 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 an applicant for election to the Legislature or Parliament. They are expected to arrange the leave with their Dean/Director with as little dislocation as possible to the functioning of their Department.

21.16

If elected, the Member shall be granted leave of absence for the term of office. Should they be elected for subsequent terms in the Legislature or Parliament that extend beyond six (6) years, then after the sixth (6th) year, their appointment and leave terminate, but they shall be given a priority position for the first opening in their area of competence.

21.17

During the period of their 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 their own contributions for any other benefit plans as well, as per the terms of the pension and other benefit plans.

21.18

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.

21.19 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. A Member who has taken a special leave is under an obligation to return to Brandon University for a period equal in length to the duration of the special leave or to reimburse the University an amount equal to their salary while they were on leave. This requirement may be waived by mutual agreement of the Member and the Employer.

21.20

Leave granted under Article 21.19 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 21.22. 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.

21.21 Maternity and/or Parental Leave

A Member, who qualifies under the Manitoba Employment Standards Code, is eligible for maternity and/or parental leave as per the provisions of the Manitoba Employment Standards Code.

A Member on maternity and/or parental leave may elect to defer contractual decisions (e.g., re-appointment, tenure, etc.) by an equivalent period of time, and shall so advise the Dean/Director by written notice.

Nothing in this article shall prevent a Member from claiming sick leave for absences from work due to illness.

The Parties agree that the provisions of this article shall be no less than those in the Manitoba Employment Standards Code and the Federal Employment Insurance Act as may be amended from time to time.

The purpose of parental leave is to provide time off for childcare that is necessitated by the birth or adoption of a child. There shall be one total period of parental leave, with or without allowance, per pregnancy or adoption such that the total period of parental leave is not greater than sixty-three (63) continuous weeks. When both parents are Members, this period may be taken wholly by one or shared between the two eligible parents.

A Member who takes Maternity Leave and Parental Leave shall take them in one continuous period unless the member and the Employer otherwise agree. A Member's parental leave shall end no later than sixty-three (63) weeks after it began, assuming the parental leave is not being shared between the parents, and commence not later than the first anniversary of the date on which the child is born or adopted or comes into the care and custody of the member. However, a Member may end their parental leave earlier by giving written notice to the Dean/Director at least two (2) weeks or one (1) pay period, whichever is longer, before the day the Member wishes to end the leave.

Upon return to work, a Member who has taken leave(s) under this Article shall resume their position, unless otherwise agreed to by the Parties and assuming the Member's employment contract date has not expired, with their full regular bi-weekly salary and benefits as provided under this Collective Agreement.

21.21.1 Maternity Leave Allowance

In order to qualify for Maternity Leave Allowance during maternity leave, a pregnant Member must qualify for Maternity Leave in accordance with the provisions of the Manitoba Employment Standards Code and:

- (a) hold a continuing, probationary, or tenured appointment, or a term appointment for more than one (1) year, and
- (b) have completed at least seven (7) 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; and
- (c) submit a written notice to the Dean/Director prior to the commencement of the academic term during which the leave is to occur and at least four (4) weeks prior to the commencement of the leave (such notice period being alterable by mutual agreement and inapplicable if the Member stops working because of complications caused by pregnancy or because of birth, still birth, or miscarriage); and
- (d) provide the Dean/Director with a medical certificate from a duly qualified medical practitioner certifying that the Member is pregnant and specifying the estimated date of delivery; and
- (e) provide Human Resources with proof that they have applied for, and is eligible to receive, Employment Insurance maternity benefits.

The Member is required to return to work upon the expiration of the maternity leave (or after parental leave, if applicable) for an equivalent period to the leave taken. The Member shall be required to sign an agreement acknowledging that failure to return to work for the time period specified shall result in a requirement for repayment of the allowance received during the leave, on a pro-rated basis, unless waived by mutual agreement. In the case of a Member holding a term appointment, the Maternity Leave Allowance paid by the University to the Member, as specified below, shall terminate as of the expiration date of said contract, and the requirement to return to work following the expiration date of said contract shall be waived by the University.

During the period of Maternity leave, the Member who qualifies shall receive an allowance from the University calculated as follows:

- (a) for the first two (2) weeks, one hundred percent (100%) of the Member's actual bi-weekly salary immediately prior to the commencement of the leave, and
- (b) for up to a maximum of fifteen (15) additional weeks, an amount equal to the difference between the Employment Insurance (EI) benefits received by the Member and one hundred percent (100%) of the Member's actual bi-weekly salary immediately prior to the commencement of the leave.

Contributions to the University Retirement Plan and group benefit plans shall be continued by the University and the Member throughout the period that the Member is in receipt of Maternity Leave Allowance from the University, on the basis of one hundred percent (100%) of the Member's actual salary, or amended salary in the case of an amended appointment, immediately prior to the commencement of the leave. The period of leave shall count as credited service in the calculation of pension benefits. The Member's contributions shall be deducted from the Maternity Leave Allowance paid by the University to the Member.

21.21.2 Parental Leave Allowance

A Member who has been granted maternity leave with allowance prior to the parental leave is not eligible for parental leave with allowance. A Member who has been granted a maternity leave without allowance immediately prior to the parental leave and where the other parent is a Member who qualifies for parental leave with allowance, as indicated below, the Members may share the period of parental leave with allowance.

Only one parental leave with allowance period, per pregnancy or adoption, will be granted if both parents are Members and if both Members are qualified.

In order to qualify for Parental Leave Allowance during parental leave, a Member must qualify for Parental Leave in accordance with the provisions of the Manitoba Employment Standards Code and:

- (a) hold a continuing, probationary, or tenured appointment, or a term appointment for more than one (1) year, and
- (b) have completed at least seven (7) 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; and
- (c) submit a written notice to the Dean/Director prior to the commencement of the academic term during which the leave is to occur and at least four (4) weeks prior to the commencement of the leave (such notice period being alterable by mutual agreement if the child comes into the custody, care, and control of the Member sooner than expected); and
- (d) 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, if applicable; and
- (e) provide Human Resources with proof that they have applied for, and is eligible to receive, Employment Insurance parental benefits.

The Member is required to return to work upon the expiration of the parental leave for an equivalent period to that during which the Member received parental leave allowance from the University. The Member shall be required to sign an agreement acknowledging that failure to return to work for the time period specified shall result in a requirement for repayment of the allowance received during the leave, on a pro-rated basis, unless waived by mutual agreement. In the case of a Member holding a term appointment, the Parental Leave Allowance paid by the University to the Member as specified below shall terminate as of the expiration date of said contract, and the requirement to return to work following the expiration date of said contract shall be waived by the University.

During the period of Parental leave, the Member who qualifies shall receive an allowance from the University calculated as follows:

- (a) for up to a maximum of ten (10) weeks, an amount equal to the difference between the Employment Insurance (EI) benefits received by the Member and one hundred percent (100%) of the Member's actual bi-weekly salary

immediately prior to the commencement of the leave, and

- (b) if EI determines that there will be a two (2) week waiting period before EI parental benefits begin, the Member's parental leave allowance during the two (2) week waiting period shall be one hundred percent (100%) of the Member's actual bi-weekly salary immediately prior to the commencement of the leave and therefore the maximum period of parental leave with allowance shall be two (2) weeks greater than specified in (a) above.

Contributions to the University Retirement Plan and group benefit plans shall be continued by the University and the Member throughout the period that the Member is in receipt of Parental Leave Allowance from the University, on the basis of one hundred percent (100%) of the Member's actual salary, or amended salary in the case of an amended appointment, immediately prior to the commencement of the leave. The Member's contributions shall be deducted from the Parental Leave Allowance paid by the University to the Member. The period of leave shall count as credited service in the calculation of pension benefits.

21.21.3 Federal Employment Insurance Benefits

In the event that the Federal Employment Insurance Act, or the equivalent, should cease to provide benefits for maternity or parental leaves; all provisions of Article 21.21 shall continue to apply, except as specifically changed by the following:

- (a) to qualify, otherwise qualified Members shall not be required to provide proof that they are eligible to receive Employment Insurance Benefits;
- (b) the qualified Member shall be entitled to receive Maternity or Parental Leave Allowance from the Employer for a maximum of twelve (12) weeks; and
- (c) the Maternity Leave Allowance shall be one hundred percent (100%) of the Member's actual bi-weekly salary just prior to the commencement of the leave.

21.22 Sabbatical Leave

Sabbatical leave is a benefit provided to enable tenured 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, students, and of the academic community in general.

21.23

Eligible Members requesting a sabbatical leave shall make application in writing to the Dean/Director as follows:

- (a) if a Member wishes to apply for a sabbatical to start any time between 1 July 2021 and 30 June 2022, they must apply before 1 March 2020.
- (b) if a Member wishes to apply for a sabbatical to start any time between 1 July 2022 and 30 June 2023, they must apply before 1 March 2021.
- (c) if a Member wishes to apply for a sabbatical to start any time between 1 July 2023 and 30 June 2024, they must apply before 1 March 2022.

- (d) if a Member wishes to apply for a sabbatical to start any time between 1 July 2024 and 30 June 2025, they must apply before 1 March 2023.

21.24

The application shall include a summary of scholarly and professional activities undertaken by the Member during their most recent leave (see Article 21.32) 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.

21.25

The Department of the applicant shall meet with the applicant and make a recommendation based on Article 21.22 by 1 April. The Dean/Director shall meet with the applicant and forward the application, the Department's recommendation, and their own recommendation to the President, by 15 April.

21.26

- (a) The Employer shall provide paid Special Leaves and Sabbatical Leaves for all eligible Members. 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 benefits. If this option is taken, the Member will be deemed to have received the equivalent of a full sabbatical.
- (d) The Employer shall provide four (4) full-time or equivalent appointments in each academic year for the purpose of replacing Members on Sabbatical Leave.
- (e) The Employer shall make available a pool of funds sufficient to replace forty-two (42) sessional courses (i.e. the equivalent of three (3) courses for 14 full-year sabbatical leaves) each academic year for the purpose of replacing Members on Sabbatical Leave.
- (f) The funds identified in (d) and (e) will be managed by the Office of the Vice-President, and (as per Article 9.4(d)) allocated to departments no later than 15 November of the preceding academic year. These funds will be allocated to academic programs across the University through consultation with the Deans and in accordance with academic programming needs (including by reference to

factors outlined in 9.4 (a)). The Employer shall issue contracts for the term and sessional appointments as suitable candidates are identified.

21.27

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.

21.28

If necessary, Members shall defer their sabbatical leaves in order to meet the requirements of Articles 21.26 and 21.27. Members shall defer leaves in the order:

- (a) those who were last on sabbatical or similar (as defined in Articles 21.20 and 21.22) leave, and if (a) does not solve the problem, then
- (b) those with the least seniority.

21.29

Members who defer their sabbatical leave in order to meet the requirements of Article 21.26 or 21.27, shall not forfeit the leave credits which they have accumulated. The excess service due to the application of Article 21.26 or 21.27 shall be credited against a subsequent sabbatical leave.

21.30

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

21.31

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.

21.32

A Member shall submit to their Dean/Director within one (1) month after their return from sabbatical leave a full written account of the scholarly and professional activities undertaken during that leave. This report shall indicate how the statement of plans submitted in accordance with Articles 21.24 and 21.31 have been or shall be realized. This report and scholarly and creative activities (as defined by Article 8.3 (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.

21.33

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 their salary while they were on leave. This requirement may be waived by mutual agreement of the Member and the Employer.

21.34

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 (excluded service includes, but is not limited to, sessional appointments and graduate teaching assistantships). 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 21.26 or 21.27 shall be counted as accumulated service towards sabbatical.

21.35

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.

21.36

A Member's salary while on sabbatical leave shall be eighty percent (80%) of their annual salary in effect during the sabbatical period, or as calculated based on Article 7.13 (c) (xv) for those Members on amended appointment, with the Employer continuing benefit payments at base salary rates (however, see Article 21.26 (c)).

21.37

If (a) a Member's sabbatical salary, plus (b) other income arising out of the sabbatical leave, exceeds (c) their base salary at Brandon University plus reasonable travel and additional living costs for themselves and their 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.

21.38

In accordance with existing Canada Revenue Agency (CRA) policy and regulations, a Member may apply to receive part of their salary as a research grant.

21.39

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.

21.40

Members on sabbatical or special leave shall not be required to 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 importance to the Member, including recommendations on workload, parts of the program affecting the Member's teaching workload, selection of a departmental chair, selection committees for appointments in the Member's department (term or probationary positions) and others as determined by the Department, and the Member is available, the Member may attend meetings called for that purpose.

Should the Member not be available locally, they may participate as a non-voting Member of the selection committee. For all other matters identified above, they shall be requested to participate and vote by mail or e-mail on important decisions. Every reasonable effort shall be made to notify the Member at least one week in advance of such decisions.

ARTICLE 22: COPYRIGHT

22.1

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 program, 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 7.15 (b)) made for the purpose of developing courses for distributed/distance delivery. The Union shall be notified of any such external sessional appointments.

22.2

The completion of a Copyright Licence Agreement supersedes all provisions of this Article.

22.3 Internal Use of Recorded Works

The internal use, including distance delivery, of any recorded work produced by a Member shall be under their 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 their ordinary salary for its use in any credit course which is part of their regular teaching load. Payment for all other internal use of their recorded work shall be at rates agreed by the Parties.

22.4

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.

22.5 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.

22.6

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.

22.7

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.

22.8

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.

22.9

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.

22.10

If the Member believes that the recorded work is unsatisfactory for use due to dating or some other good reason, they may amend it or may require its use to be withheld.

22.11 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.

22.12

Where more than one Member have an interest in a recorded work, each Member may exercise their rights under this Article with respect to their contribution, provided that it is severable.

22.13

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.

22.14 Estates

If a Member's appointment with the Employer is suspended or terminated, their rights under this Article shall continue during their lifetime.

22.15

When a Member or former Member dies, their estate shall retain all of their rights under this Article.

ARTICLE 23: PATENTS

23.1 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.

23.2

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.

23.3 Inventions, et cetera 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 their own time and without the use of University facilities, even though it falls within the field of competence relating to their 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 their affiliation with Brandon University and which would not be available to a non-Brandon University-affiliated individual on the same basis.

23.4

The Member shall bear all costs in obtaining such patents.

23.5 Inventions, et cetera 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.

23.6

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 their agreement that the invention shall belong to the Employer, will make provision entitling the inventor and their 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.

23.7

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

23.8

The Employer shall bear all costs in obtaining such patents.

ARTICLE 24: BRANDON UNIVERSITY RESEARCH COMMITTEE

24.1

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:

- (a) two (2) Members and one (1) alternate elected by and from each of the Faculties of Arts, Science, Education, Health Studies, and Music;
- (b) one (1) Member and one alternate elected by and from among Members in Student Services and the Library;
- (c) one (1) Dean/Director or Member and one (1) alternate appointed by the President;
- (d) the Dean of Graduate Studies; and
- (e) the Vice-President, or designate, who shall serve as Chair.

Faculty Members on an appointment of less than three (3) years are ineligible to serve on BURC. Members and alternates shall be elected for a three (3) year term (faculties are encouraged to avoid appointing both of their Members in the same year). In the event of a member of the Committee being on leave for six (6) months or more, they shall resign from the Committee and shall be replaced by the alternate, and a new alternate shall be elected. The relevant alternate shall serve as the replacement for a committee member who, by reason of other commitments, cannot attend a meeting or meetings, and shall assume the full rights of the member for the duration of the replacement period. 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 (2) consecutive meetings and request a replacement from the area concerned.

24.2

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 Brandon University Research Committee (BURC) funding.

24.3

The BURC 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. The Employer shall maintain records of the provenance of all BURC funds. This material will be made available to BUFA and published on the University website within three (3) months of the awards adjudication.

24.4

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.

24.5

Applicants whose applications are rejected by the BURC shall have recourse to an appeals procedure. Notice of an appeal must be submitted to the Chair of the BURC 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:

- (a) one Member appointed by BUFA;
- (b) one appointment by the President; and
- (c) a Chair chosen by the two (2) appointed members.

If the Member appointed by BUFA, the member appointed by the President, or the Chair selected by the other two members, or any combination thereof, is subsequently unable to serve, then those members of the Appeals Committee that have already been chosen shall remain in place. The member(s) unable to serve shall be replaced by the same process as the appointment of the original member(s).

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 BURC within one (1) month of hearing the appeal.

24.6

The Parties agree that Brandon University will pay an annual sum into the BURC fund, in addition to the funds allocated under the current formula, as follows: \$20,000 in year one (1) of the Agreement; \$30,000 in year two (2) of the Agreement; \$40,000 in year three (3) of the Agreement; and \$50,000 in year four (4) of the Agreement.

ARTICLE 25: 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 their Executive/Administrative Assistant is adequate, or, where this is not practical, ordinary registered mail shall be used.

ARTICLE 26: DEPARTMENT CHAIRS AND COORDINATORS

26.1

For purposes of this Article, "Department" refers to the subject areas in the Faculties of Arts, Education, Health Studies and Science, and to program areas in the School of Music. For purposes of this Article, in Faculties offering Master's degree programs, the Chair of Graduate Program(s) is considered equivalent to a Department Chair.

26.2

The function of the Department Chair/Coordinators of Gender and Women's Studies and Environmental Science Programs at Brandon University is to coordinate, facilitate, and expedite matters pertaining to the operation of the Department/Program, to ensure that departmental/program policy decisions are carried out, and to demonstrate initiative and leadership in the conduct of departmental/program business.

26.3

Responsibilities of Department Chairs 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.

26.4

Department Chairs and Coordinators of Gender and Women's Studies and Environmental Science Programs 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/Program members shall form a majority of the Committee; the Dean/Director may vote only to break a tie;
- (b) in the exceptional event that no member of the department is willing and/or available to assume the role of Chair, the department shall promptly notify the

Dean/Director. In that case, duties of the Chair shall be discharged on an interim basis by the Dean/Director. The Dean/Director shall not act as Chair on any matter that would normally require a recommendation to the Dean/Director. The Dean/Director shall, at the next meeting of the Faculty Council, seek election of the relevant Department Chair, from members of the Faculty Council, who is acceptable to the majority of the members of the department;

- (c) terms of office may not exceed three (3) years; there is no limit to the number of terms a Chair/Coordinator may serve;
- (d) in the event a Chair/Coordinator would be on leave for more than three (3) months, a new Chair/Coordinator shall be selected;
- (e) during their term, a Chair/Coordinator may be removed from office by a Review Committee similar to the Selection Committee which appointed them; the Dean/Director shall strike a Review Committee at the request of two (2) members of the Department/Program or on their own initiative.

26.5

The Director of Athletics shall be selected in accordance with Article 7.1, with the following additions:

- (a) The Administrator to whom the Athletic Director reports shall Chair the Selection Committee.
- (b) The Selection Committee shall be composed of the Members from Athletics and the Department of Physical Education. In addition, Members of Athletics shall choose two (2) Faculties/Units from among the Faculties/Units of Arts, Science, Education, Music, Health Studies, Library, Registrar's Office and Student Services who shall each elect one Member to serve on the committee, one of whom shall be an academic Member.
- (c) In the event a Director is on leave for more than three (3) months, an Acting Director acceptable to a majority of Members of Athletics shall be selected for the duration of the leave.
- (d) During their term, a Director may be recalled from office by a Review Committee similar to the Selection Committee which appointed them. The administrator to whom the Athletic Director reports shall strike a Review Committee at the written request of two (2) Members of Physical Education, Campus Recreation, and Athletics plus three (3) regular employees of Brandon University from other areas of the University, none of whom may subsequently serve on the Review Committee.
- (e) The function of the Athletic Director is to ensure that the University's policy decisions relating to Athletics are carried out and to demonstrate initiative and leadership in the conduct of the Athletic Program.

26.6

The Director of Campus Recreation shall be selected by a Committee according to the following procedures:

- (a) the Selection Committee shall consist of the Members of the Department of Physical Education and be chaired by the Administrator to whom the Director, Campus Recreation reports;
- (b) the term of office may not exceed three (3) years; there is no limit to the number of terms the Director may serve;
- (c) in the event the Director would be on leave for more than three (3) months, a new Director shall be selected;
- (d) during their term, the Director may be removed from office by a Review Committee similar to the Selection Committee which appointed them; the Administrator shall strike a Review Committee at the request of two (2) members of the Department or on their own initiative.

ARTICLE 27: DURATION AND CONTINUANCE OF THE AGREEMENT

27.1

This Collective Agreement shall be for four (4) years from 1 April 2019 to 31 March 2023.

27.2

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.

27.3

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.

27.4

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.

27.5

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.

27.6

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.

27.7 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.

27.8 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.

27.9

During the term of this Agreement, the Employer shall not establish new by-laws or policies or amend existing bylaws or policies, which affect a change in the terms or conditions of employment without prior consultation with BUFA. For the purposes of interpreting this Article, the requirement of prior consultation shall be satisfied by informing BUFA, in a timely fashion, in writing, of the proposed new or amended by-laws or policies and allowing for written representation.

27.10

Any policy enacted by the Board of Governors which contains provisions of a disciplinary nature shall be applied, in respect of Members, only for just and reasonable cause (as limited by Article 18.1 (j) (ii) and 18.1 (j) (iii)) and shall at all times be in accordance with the principles of academic freedom as set out in Article 5 of this agreement.

ARTICLE 28: SENIORITY

28.1

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.

Effective 1 September 2012, additions to the existing Seniority List shall be made using the following method:

- (a) Members with earlier dates of appointment are senior to those with later dates;
- (b) if two (2) or more Members have the same date of appointment, then their seniority ranking will be determined by random selection.

28.2

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 they had been a member continuously throughout the duration of such appointment.

28.3

Time spent on political leave will not accrue to seniority.

28.4

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

28.5

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.

28.6

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

ARTICLE 29: ACADEMIC ADMINISTRATORS

29.1

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.

29.2 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.

29.3 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.

29.4

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 applicants 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. Such reports shall be copied to the Department, which shall be given an opportunity for rebuttal to the President.

29.5

All such Academic Administrators who have entered or re-entered the bargaining unit according to the terms of Articles 29.3 or 29.4 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.

29.6 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 in addition to all other eligible Members (21.26 (a)).

29.7

No tenured or probationary Member shall be displaced from the Department/School by the entry or re-entry of former Academic Administrators.

29.8

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.

29.9

Academic Administrators who teach as part of their workload may participate as full members of their Department, except for when recommendations are being made in the following matters for which the Academic Administrator has decision-making authority or makes separate recommendation by virtue of their administrative duties and responsibilities:

- (a) Appointments
- (b) Dismissals
- (c) Tenure
- (d) Promotion
- (e) Workload
- (f) Budget
- (g) Sabbaticals, or
- (h) Any other matter in which the Academic Administrator has decision-making authority or makes separate recommendation by virtue of their administrative duties and responsibilities.

ARTICLE 30: JOINT ADMINISTRATIVE COMMITTEE

30.1

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.

30.2 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.

30.3

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.

30.4 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 31: POSITIVE ACTION TO IMPROVE THE STATUS OF WOMEN

31.1

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.

31.2

A Review Committee on the Status of Women shall be established, consisting of: one (1) Member appointed by the BUFA Executive; one (1) member of the Board of Governors; one (1) administration representative; one (1) academic Member from each Faculty; and one (1) Member from the Library/Student Services. Review Committee members must be committed to establishing equity for all members of the University.

31.3

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, 28, 31 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).

31.4

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:

- (a) non-discrimination, with particular reference to the grounds of sex and family status: Article 4;
- (b) sexual harassment: Article 32;
- (c) maternity and adoption leave: Article 21; and
- (d) conditions of part-time, sessional and term appointments: Articles 7 and 10.

31.5

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.

31.6

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:

- (a) 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;
- (b) 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;
- (c) requesting nominations from all women Members of academic staff in the academic unit and related disciplines within the university.

31.7

Evaluation of candidates shall be based on objective job-related criteria. The applicant who is clearly best shall be recommended, but where no male applicant is clearly better, then the best female applicant 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.

31.8

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.

31.9

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.

31.10

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 applicants. 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.

31.11

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 Article 31.9 (above).

31.12

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 1 April 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.

31.13

The Employer and BUFA shall provide the Review Committee with adequate resources to fulfill the requirements of this Article. In particular, the Employer and BUFA will provide access to legal advice independent of either Parties' solicitor in any case involving any possible conflict of interest. In addition, up to three (3) credit hours of funding, at sessional rates, shall be provided to the Status of Women Review Committee to be used for the purpose of fulfilling the research requirements of the assessment responsibilities outlined in this Article (for example; workload release, salary for casual employees or to purchase relevant data). Costs will be shared equally between the Parties.

ARTICLE 32: SEXUAL HARASSMENT

32.1

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.

32.2

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

32.3

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 them of any related supervisory or evaluative role. The Dean/Director shall make every reasonable effort to meet such a request.

32.4

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.

32.5

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.

32.6

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.

32.7

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 32.5 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 32.5. 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 their personnel file, and placed in an appropriate archive with access provisions acceptable to the Parties.

32.8

Any complaint of sexual harassment which is not resolved by the procedure in Article 32.5 may be subject to the grievance and arbitration procedure. No one involved in the dispute as a mediator under Article 32.5 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 32.5.

ARTICLE 33: TECHNOLOGICALLY MEDIATED COURSES

33.1

Regular credit courses offered by Brandon University are classroom based. Most of these involve some form of technological mediation. However, in addition to Regular (classroom based) courses, two other types of courses utilize technology:

- (a) Synchronous multi-location and site-specific technologically mediated courses (hereafter called synchronous courses), and
- (b) Asynchronous technologically mediated courses (hereafter called asynchronous courses).

33.2

Synchronous courses include courses where students participating in the classroom are split between two or more physical locations yet joined in real time by technological mediators such as the internet or video link.

Asynchronous courses include courses where lecture content is primarily delivered through previously stored data (usually electronically stored) and made available to students via the internet. Correspondent courses are also asynchronous courses.

33.3

The development of asynchronous courses shall be equal to one (1) to two (2) 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. In determining the precise credit hour weighting, factors to be taken into account include, but are not limited to, prior teaching experience with the course, the technological complexity of the planned course development, and the extent to which Member-authored content is being developed in support of the course. For example, where a Member is the primary author of a course of moderate to high technological complexity and the Member has little or no experience teaching the course or directly related courses, workload shall normally be two (2) times the number of student credit hours; and where a Member is not the primary author of a course of modest technological complexity and the Member has considerable experience teaching the course or related courses, workload shall normally be one (1) times the student credit hours. Such workload shall be assigned in accordance with Article 9.

33.4 Teaching Workload

- (a) Teaching load credit for synchronous or asynchronous courses shall equal the student credit hour rating, with the exception of synchronous or asynchronous courses with fewer than three (3) students enrolled for which the teaching load credit shall be one-third (1/3) the student credit hour rating.
- (b) Where, as part of assigning workload, the Member and the Dean/Director agree to the teaching of a synchronous course and mutually agree that teaching the course shall involve regular travel between classroom sites more than 100 km from Brandon University, the assigned teaching workload shall be one and one-half (1.5) times the number of student credit hours.

33.5

No Member shall be required to teach synchronous or asynchronous courses without their consent. Where a Member agrees to teach synchronous or asynchronous courses, these courses shall constitute part of their normal or overload teaching assignment, in accordance with Article 9, except as modified or limited by this Article.

33.6

Members assigned to teach synchronous or asynchronous courses shall be provided with the technological and human resources reasonably required to develop and to conduct the course. Members shall be provided with appropriate training in the use of required technology. Members shall be notified of the resources available to them, and any travel requirements associated with the course before their consent to teach a synchronous or asynchronous course is obtained. Once agreed to, no alteration may be made in the resources available or travel requirements for an assigned synchronous or asynchronous course without the consent of the Member.

33.7

Instructional support (e.g. markers, clerical assistance) shall be made available for synchronous or asynchronous courses on the same basis as regular courses.

33.8

Technological support for students enrolled in synchronous or asynchronous courses shall be the responsibility of professional, technical, and support staff, not the instructor.

33.9

Synchronous or asynchronous courses shall not be offered by Brandon University unless a Member (sessional, term, probationary, continuing, or tenured) has been assigned to teach it.

33.10

Members who are the creators of a synchronous or asynchronous course that involve the broadcast, transmission, retransmission, publication, recording, or storage of the contents of the synchronous or asynchronous course shall retain copyright under Article 22 regardless of the medium used to broadcast, transmit, retransmit, publish, record, or store the synchronous or asynchronous course.

33.11

As copyright holder, the Member who creates a synchronous or asynchronous course retains exclusive rights to its alteration, revision, or amendment. No other changes may be made without the written consent of the copyright holder.

33.12

The Parties agree that academic freedom in teaching includes the freedom of Members to select and use those teaching and support materials they believe to be appropriate, including the freedom to use or not use any specific technology.

33.13

With the exception of eCampus Manitoba, Canadian Virtual University, and Inter-Universities North (or the successors of these organizations as they may be known from time to time), synchronous or asynchronous courses offered by any organization other than Brandon University shall not be delivered by Brandon University, where (a) such course is equivalent to a course listed in the University Calendar; (b) the content of the course is currently taught by members; (c) Members are qualified to deliver the course; (d) directly related positions have been declared redundant under the provisions of Articles 16 or 17; or (e) in the event of a labour dispute.

33.14

No Member holding a continuing, tenured, or probationary appointment shall be displaced, laid off, or made redundant as the result of the use of instructional technology.

ARTICLE 34: OPENNESS AND TRANSPARENCY

34.1

The Parties agree that openness and transparency are essential to collegiality and academic freedom. In addition, openness fosters accountability and responsibility, and safeguards fairness and due process by providing the Parties with a reasonable opportunity to know and respond fully to the evidence before a decision maker.

34.2

Pursuant to achieving the goals of Article 34.1 above, the Parties agree that the decision-making structure and the financial operations of the University shall be open.

34.3

For the purposes of interpreting this clause, the standard of openness, as it pertains to the decision-making structure of the University, is satisfied through the normal advance notice of the meetings of the Board of Governors and Senate and access to the agenda and minutes of the open portion of scheduled meetings of the same.

ARTICLE 35: 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 thirty (30) copies to the Union office, and to make additional copies available at cost. In addition, the Collective Agreement shall be posted to the Brandon University web-site and all members shall be advised when it has been posted.

ARTICLE 36: 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 and step(s).
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.
- 23.** Doctoral completion as a condition of promotion and tenure, if required.

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 Extension Librarian

Is responsible to the University Librarian for the provision of library services in support of the University's extension and distance delivery courses; and for other duties as may be assigned by the University Librarian, through consultation with the incumbent.

B.1.2 Reference and Electronic Services Librarian

This position is responsible to the University Librarian for:

- a) co-ordinating and providing reference services, library instruction, tours and workshops
- b) evaluating and developing the reference collection
- c) assisting with the planning, development, and implementation of innovative electronic reference services
- d) assisting in the development and maintenance of library systems
- e) participating in the library management team
- f) serving as a faculty liaison
- g) serving on library and university wide committees
- h) other professional duties as may be assigned by the University Librarian through consultation with the incumbent.

B.1.3 Cataloguer

This position is responsible to the University Librarian for:

- a) original and complex copy cataloguing of all formats and in all languages
- b) maintaining the integrity and consistency of the cataloguing records
- c) establishing cataloguing policies and procedures

- d) participating in the library management team
- e) serving on library and campus-wide committees
- f) other professional duties as may be assigned by the University Librarian through consultation with the incumbent.

B.1.4 Head, Automated Systems

Is responsible to the University Librarian for the operation of all computerized systems, and other applications of technology within the library; for initiating and implementing systems development; and for such other professional duties as the University Librarian may assign, through consultation with the incumbent.

B.1.5 Subject-Specialist Librarian

Is responsible to the University Librarian for the following:

- a) Collection development in the specific discipline
- b) Providing reference and library instruction in the specific discipline
- c) Participating in digitization and preservation initiatives within the John E. Robbins Library
- d) Participating in library council
- e) Serving as faculty liaison
- f) Serving on library and university-wide committees
- g) Other professional duties as may be assigned by the University Librarian through consultation with the incumbent.

B.2 Student Services Positions

B.2.1 Counsellor

This position is responsible to the Dean of Students for providing counselling services and human development programs appropriate to the Brandon University community. This function may include tasks as follows:

- a) personal counseling
- b) financial counseling
- c) marriage and family counseling
- d) crisis intervention
- e) career and vocational counseling
- f) academic counseling
- 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 Students through consultation with the incumbent.

B.2.2 Learning Skills Specialist

This position is responsible to Dean of Students. The positions may include duties as follows:

- a) consult with individual students and groups of students with regard to their learning skills needs
- b) assess the learning skills needs of individual students and groups of students
- c) develop, implement, evaluate, and revise programs to meet the learning skills needs of individual students and groups of students
- d) design and develop programs which may involve cooperative endeavours with Faculty,

- e) engage in research activities related to professional development and educational programming
- f) perform such other appropriate duties as may be assigned by the Dean of Students through consultation with the incumbent.

B.2.3 Student Accessibility Coordinator

This position is responsible to the Dean of Students. The position may include duties as follows:

- a) Reviews documentation, conducts interviews and determines eligibility for accommodations and supports for students with disabilities
- b) Identifies and implements effective and reasonable accommodations and supports for students with disabilities, according to established policies, guidelines and best practices
- c) Communicates with faculty regarding the implementation of accommodations and supports for students with disabilities
- d) Provides assistance with grant applications from government and other external agencies for services and supports for students with disabilities
- e) Reviews relevant legislation and its application to post-secondary sector; assists with policy development and revision as needed
- f) Research and development of new initiatives and partnerships with external agencies
- g) Provides direct support services to students with disabilities, including learning assistance and training with assistive technology
- h) Collaborates with the University community to promote increased awareness of Accessibility
- i) Maintains confidential files and records of activities
- j) Performs such other appropriate duties as may be assigned by the Dean of Students through consultation with the incumbent.

B.2.4 Director, Office of International Activities

This position is response to the Dean of Students. The position is responsible for various aspects of internationalization efforts at Brandon University including, but not limited to, recruitment and retention of international students, agents, and oversight of the English for Academic Purposes (EAP) program. This position may include duties as follows:

- a) Responsible for maintaining current knowledge of federal and provincial regulations and programs for international students. Will recommend admission policy, procedural program and/or rule changes to reflect best practices at other Canadian universities
- b) Responsible for the development and maintenance of the Office of International Activities operating budget
- c) Directs the English for Academic Purposes (EAP) program. Supervises the Coordinator of International Activities and EAP teachers
- d) Implements new revenue streams through the development of international partnerships and formalized agreements with foreign institutions
- e) In collaboration with the Director of Admissions, admit students conditionally to Brandon University via the English for Academic Purposes Program
- f) Through an understanding of issues, trends, and opportunities, strategically recruit students and agents worldwide, both indirectly and directly to the University by annually attending fairs and agent workshops and forging articulation agreements with partnering universities that is consistent with the overall enrolment strategy of the University
- g) Develop and maintain an agent management process

- h) In collaboration with the Communications Office, Director of Recruitment and Retention, Student Services, and Academic Deans, the Director is responsible for creating publications, including an international view book and marketing material that complies and is consistent with Brandon University's strategic marketing and enrolment vision
- i) Oversees the development, implementation, and evaluation of programs to support, engage, and retain international students
- j) Establish and promote faculty exchange opportunities
- k) Work to improve the global experience of domestic and international students by establishing and promoting study abroad opportunities, and work with faculty and Academic Deans to globalize student curriculum
- l) Prepare an annual report of activities for the Dean of Students (or equivalent)
- m) Shall perform other assignments as directed by the Dean of Students (or equivalent).

B.3 Project Positions

B.3.1 Centre Coordinator, Community-Based Education (CBE)

This position reports to the Dean of Education through the Director of the Program for the Education of Native Teachers (PENT) and Community-based Education. This position may include duties as follows:

- a) Assisting CBE Faculty and Staff in scheduling course offerings for current and future Program delivery
- b) Managing the CBE Centre. Responsibilities include support for professors and for all course resource needs, monitoring daily/weekly attendance, and maintenance of IT services
- c) Maintaining student records
- d) Administering student registrations
- e) Course instruction in the Program as required (up to 9 credits)
- f) Liaison with CBE personnel, sponsoring agencies and school divisions
- g) Assisting in securing, networking, and managing Field Experience opportunities for the Program
- h) Assisting in the recruitment and retention of students for the Program
- i) Academic advising and counselling of all students at the Centre, including new Program intakes
- j) Assisting in implementing a Study Skills program.

B.3.2 Director, Program for the Education of Native Teachers (PENT) and Community-Based Education (CBE)

This position reports to the Dean of Education. This position may include duties as follows:

- a) Administration of the program, including daily operations and contractual agreements
- b) Recommending employment and termination of employment of all faculty and support staff in the program
- c) Supervision of personnel; personnel relations within the program
- d) Developing and implementing operational policies/procedures
- e) Budget submissions and expenditures
- f) Program planning and delivery
- g) Supervision of field experience
- h) Liaison with government and its agencies, local agencies and authorities, communities and school officials and students

- i) Teaching up to 12 credit hours
- j) Such other appropriate duties as assigned by the Dean of Education through consultation with the incumbent.

B.4 Learning Technology Specialist

This position reports to the Vice-President. This position may include duties as follows:

- a) Maintain Moodle (or similar) learning management systems (LMS) including updating the look and style of Moodle to be consistent with accessibility standards
- b) Establish and maintain standards for the design and delivery of the LMS using sound educational principles and best practices
- c) Keep abreast with instructional technologies to enhance learning in traditional classroom, blended, and online learning environments
- d) Collaborate with and assist faculty in the design of courses, curricula, and teaching approaches that employ instructional technologies
- e) Provide professional and technical support/training to faculty through individual instruction, seminars, and workshops
- f) Promote the adoption and use of instructional technologies by faculty
- g) Participate as a member of the CTLT team in its planning and implementation of the Teaching and Learning Strategic Plan
- h) Other related duties as assigned by the Vice-President through consultation with the incumbent.

B.5 University Archivist

The University Archivist is responsible to the University Librarian (or equivalent) for the Administration, Acquisition, Cataloguing, Circulation, and Reference functions of the University Archives and for such other professional duties as may be assigned by the University Librarian (or equivalent) through consultation with the incumbent.

B.6 Director, Rural Development Institute

This position reports to the Dean of Arts. This position may include duties as follows:

- a) Maintain effective communication between the Institute, the Department of Rural Development, Faculties/Schools, and other relevant units on campus
- b) Effectively liaise with the Department of Rural Development in support of student, faculty and program related issues
- c) Provide creative leadership and direction for the development and improvement of the Institute, including engaging Brandon University faculty in the research of the Institute and promotion research opportunities for Brandon University students
- d) Represent the Institute on (or to) appropriate University committees (e.g. Brandon University Outreach Committee, RDI Advisory Committees, MRD Advisory Committees) and External Rural Stakeholder Committees or like bodies
- e) Initiate, facilitate and coordinate long-range planning and direction within the Institute
- f) Promote the development of the Institute by explaining and representing its goals, activities and needs to internal and external bodies
- g) Ensure adequate staff and project personnel to undertake institute activities. Initiate contracts, as needed, with independent professionals
- h) Provide support and direction for research activities within the Institute and to those working in conjunction with such projects

- i) Network with other universities, relevant provincial and federal government ministries and secretariats, and public sector research, and policy and development agencies
- j) Develop, coordinate and submit funding requests to appropriate external bodies to ensure the ongoing success of the Institute and negotiate contracts and external funders for institute activities
- k) Develop, coordinate and submit annual budget requests and its accompanying rationale
- l) Effectively oversee annual budgets and externally funded initiatives
- m) Carry out other responsibilities as reasonably requested by the Dean of Arts, through consultation with the incumbent.

B.7 Project Coordinator, Rural Development Institute

This position reports to the Dean of Arts, through the Director of the Rural Development Institute. This position may include duties as follows:

- a) Responsible for the project operations including:
 - i. Organizing and facilitating meetings with Global partners
 - ii. Implementing, monitoring and tracking project milestones and achievements
 - iii. Develop and maintain project budgets and reports on progress
- b) Interacts with regional, national, international partners, to monitor project activities of several committees over multiple years to accomplish the project goals
- c) Uses computer programs to track and report on project progress
- d) Attends meetings with Global Project Partners
- e) Reports on Project progress to plan.

B.8 Director, Centre for Teaching, Learning and Technology (CTLT)

This position is responsible to the Vice-President (or designate). This position may include duties as follows:

- a) Recruit teaching, research and graduate student affiliates to the Centre
- b) Organize workshops and seminars related to teaching, learning, and technology
- c) Develop and maintain a robust and informative CTLT website
- d) Provide individual and group support to faculty in their pursuit of teaching excellence
- e) Compile and share course and curriculum development information
- f) Develop, implement, and revise (as needed) a Teaching and Learning Plan
- g) Collaborate with the Learning & Development Officer (Human Resources) in the coordination of faculty orientation, mentorship activities, and faculty development services
- h) Other duties as assigned by the Vice-President (or designate) through consultation with the incumbent.

B.9 Director, Centre for Aboriginal and Rural Education Studies (BU CARES)

This position reports to the Dean of the Faculty of Education. This position may include duties as follows:

- a) Maintain effective communication between the Centre, the Faculty of Education, particularly the Department of Graduate Studies, Faculties/Schools, and other relevant units on campus
- b) Effectively liaise with all areas and departments in the Faculty of Education in support of student, faculty, and program issues

- c) Provide creative leadership and direction for the development and improvement of the Centre, including engaging Brandon University faculty in the research of the Centre and in promotion of research opportunities for Brandon University students
- d) Represent the Centre on (or to) appropriate University committees (e.g., BU CARES Advisory Committee) and external Indigenous and rural education stakeholder committees or like bodies
- e) Initiate, facilitate, and coordinate long-range planning and director with the Centre
- f) Promote the development of the Centre by explaining and representing its goals, activities, and needs to internal and external bodies
- g) Ensure adequate staff and project personnel to undertake Centre activities. Initiate contracts, as needed, with independent professionals
- h) Provide support and direction for research activities within the Centre and to those working in conjunction with such projects
- i) Network with other universities, school divisions, educational authorities, relevant provincial and federal government ministries, and public sector research, and education policy and development agencies
- j) Develop, coordinate, and submit funding requests to appropriate external bodies to ensure the on-going success of the Centre and negotiate contracts with external funders for Centre activities
- k) Develop, coordinate, and submit annual budget requests and its accompanying rationale
- l) Effectively oversee annual budgets and externally funded initiatives
- m) Carry out other responsibilities as reasonably requested by the Dean, Faculty of Education, through consultation with the incumbent.

B.10 Co-operative (Co-op) Program Coordinator

Reporting to the Vice-President, the Coordinator will perform key administrative functions to support the program. The position may include duties as follows:

- a) Promote Brandon University, its community, programs, faculty and students
- b) Work strategically to grow the co-op program and develop new experiential-learning opportunities that meet both student and industry needs
- c) Contribute to the strategic marketing placement plan for Co-operative Education as a whole
- d) Manage all administrative program requirements; including but not limited to: course calendar requirements, provincial and federal co-operative education registries, program manuals and policies, website content, and admissions processes
- e) Market the co-op program to current and potential companies and employers in-person through meetings and presentations, by telephone, in writing, by email, by attending trade shows and career fairs, and by designing and distributing promotional material
- f) Act as the primary recruiting contact for new and existing employers (hiring managers and human resource professionals), which includes guiding employer partners through the Co-op recruiting process
- g) Establish and sustain positive client communication to ensure a positive recruiting experience and returning clients
- h) Actively promote Brandon University Co-operative Education and experiential learning programs to encourage new students to participate in optional work-study programs; conduct this promotional activity in person, in writing (email, letters, brochures, published articles), arranging and conducting class visits, information sessions, social media, as well as using student ambassadors to promote these programs to their peers
- i) Provide students with information regarding program admissions process, as well as, general and department-specific eligibility criteria

- j) Complete co-op admissions
- k) Facilitate the 8-week Professional Development Series to co-op students as well as other job search and career-related workshops
- l) Provide one-on-one student support to review resumes and cover letters, as well as interview preparation, career guidance, and program support before, during, and after work terms
- m) Work with university, community and employers to develop networking opportunities for co-op students
- n) Provide employers and faculty with information including but not limited to statistical reports, market trends, average and reasonable salary expectations for a variety of jobs and employment sectors, recruitment consulting, new program development (undergrad and grad) as needed
- o) Represent BU at off-campus events, such as business dinners and trade fairs
- p) Provide feedback, including statistical information, to faculties about the academic programs
- q) Work with other Co-operative Education offices and associations to remain current on co-op and experiential learning best practices, government and industry related initiative, as well as updates for student and employer funding and award opportunities
- r) Complete special projects on an as needed basis
- s) Work closely with academic departments to update and administer program-specific admissions requirements, add new programs to co-op offerings, as well as consulting them during student evaluations and work term approvals (as needed).

APPENDIX C: 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 Science Positions

The instructional associates are academically responsible to the Department, through its Chair, and administratively responsible to the Dean.

C.1.1 Instructional Associate in Biology (Introductory emphasis)

- a) Preparation of materials and direction of 15:162 and 15:163 laboratories, including updating and revising lab material, weekly preparation of labs, preparation of answer keys, grading of lab assignments, maintenance of class records, setting and marking laboratory tests and supervision of student laboratory assistants. Some assistance in invigilating and marking of 15:162 and 15:163 examinations
- b) The normal standard teaching load of this position, as per Article 9.3 (f) is fifteen (15) to seventeen (17) credit hours of laboratory instruction and zero (0) credit hours of course instruction per academic year
- c) Supervise and train student assistant(s) for 15:162 and 15:163 and Biology student assistants in the greenhouse
- d) Occasional preparation assistance for labs in 15:261, 15:262, 15:282; 15:369, 15:371, 15:467, 15:480
- e) Ordering and receiving departmental supplies and equipment in cooperation with other Biology IAs
- f) Maintenance and storage of departmental equipment and supplies in cooperation with other Biology IAs
- g) Maintenance of departmental teaching inventories in cooperation with other Biology IAs
- h) Maintenance of teaching-related biological collections (including Biology's holdings in the greenhouse)
- i) Some opportunity for independent research may occur
- j) Such other appropriate duties as may be assigned by the Department through consultation with the incumbent (e.g., serving on committees such as the Brandon University Biosafety Committee).

C.1.2 Instructional Associate in Biology (Laboratory emphasis)

- a) Normal standard teaching load of this position as per Article 9.3 (f) is three (3) to six (6) credit hours of laboratory instruction and zero (0) to four (4) credit hours of course instruction per academic year
- b) Instruction of Biology courses and supervision of topics/honours students, as determined by the Department in consultation with the incumbent
- c) Assistance in ordering supplies and/or preparation of Biology laboratories: 15:171, 15:172, 15:267, 15:280, 15:363, 15:366, 15:370
- d) Assist in the supervision, training, and administration of student assistant(s) for 15:171 and 15:172
- e) Ordering and receiving of Departmental supplies in cooperation with the other Biology IAs

- f) Maintenance and storage of equipment and supplies in cooperation with the other Biology IAs
- g) Maintenance of teaching-related biological collections in the Biology Department
- h) Assist the Chair with the Departmental budget and financial records
- i) Serve as the Biology Department's liaison with the Workplace Health and Safety Office
- j) Some opportunity for independent research may occur
- k) Such other appropriate duties as may be assigned by the Department through consultation with the incumbent (e.g., serving on committees such as the Brandon University Biosafety Committee).

C.1.3 Instructional Associate in Biology (Animal Health Technologist)

- a) Manage the Vivarium including care and health of the animals, ordering, storage, and maintenance of equipment and supplies, maintaining cleanliness of facility, ordering of animals for research and teaching laboratories, record keeping, developing and updating Standard Operating Procedures (SOPs)
- b) Serve on the Brandon University Animal Care Committee (BUACC)
- c) Occasional assistance in preparation of Biology laboratories as may be assigned by the Department through consultation with the incumbent: 15:162, 15:163, 15:282, 15:369 and 15:480
- d) The normal standard teaching load of this position, as per Article 9.3 (f) zero (0) credit hours of lab instruction and zero (0) credit hours of course instruction per academic year
- e) Such other appropriate duties as may be assigned by the Department through consultation with the incumbent and in cooperation with other IAs
- f) May serve as the IA representative on the Brandon University Biosafety Committee.

C.1.4 Instructional Associate in Chemistry

- a) Coordinator and instruction of first year Chemistry course laboratories (in General Chemistry I – 18:160 and General Chemistry II – 18:170), including preparation of laboratory materials and manuals, preparation of laboratory report marking guides and answer keys, hiring and supervision of student laboratory assistants and laboratory report markers and maintenance of laboratory class records
- b) The normal standard teaching load of this position, as per Article 9.3.1 (d) is 6.75 credit hours of laboratory instruction per academic year; five (5) laboratory sections of 18:160 with student assistants ($5 \times 3.0 \times \frac{1}{4} = 3.75$ credit hours) and four (4) laboratory sections of 18:170 with student assistants ($4 \times 3.0 \times \frac{1}{4} = 3.0$ credit hours)
- c) Coordination of Computer-Assisted Personalized Assignments (CAPA) for 18:160 and 18:170 courses, and maintenance of student assignment records
- d) Operation of chemical store room, including ordering of Departmental supplies and equipment,
- e) Restock the main chemical store room with solvents and supply other materials needed for Departmental labs
- f) Arrange for required maintenance of Departmental facilities and equipment
- e) Maintenance of Departmental accounts and financial records
- f) Technical 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 through consultation with the incumbent including advising students, participation in chemistry outreach programs, and providing technical assistance in senior labs.

C.1.5 Instructor in Chemistry/Mathematics/Physics

- a) Instruction and evaluation of the two-term Chemistry course “Introduction to Chemistry, 18:090 (six (6) credit hours), including setting up, instruction, and supervision of two 2.5 hour lab sections each with a lab assistant ($2 \times \frac{1}{4} \times 2.5 \text{ hr} \times 2 \text{ terms} = 2.50 \text{ credit hours}$), and maintenance of class records
- b) Instruction and evaluation of the two-term Physics course “Elementary Concepts in Physics, 74:090 (6 credit hours), including instruction of the 3.0 hour lab section with a lab assistant ($\frac{1}{4} \times 3 \text{ hours} \times 2 \text{ terms} = 1.5 \text{ credit hours}$), and maintenance of class records
- c) Instruction and evaluation of the two-term Mathematics course “Basic Mathematics, 62:090 (6 credit hours), including instruction of 3.0 hours of labs with a lab assistant ($\frac{1}{4} \times 3 \text{ hours} \times 2 \text{ terms} = 1.5 \text{ credit hours}$), and maintenance of class records
- d) Instruction and evaluation of the one-term Mathematics “Core Mathematics, 62:091”, including instruction of 3.0 hours of labs with a lab assistant (0 credit hours because 62:091 is the first half of the Basic Math course. It is offered in the same slot and room and has the same lab time and room as the Basic Mathematics course, in first term), and maintenance of class records
- e) The normal standard teaching load of this position, as per Article 9.3 (f), is twenty-four (24) credit hours per academic year, consisting of eighteen (18) credit hours of course instruction and 5.5 credit hours of lab instruction
- f) Such other appropriate duties as may be assigned by the Department through consultation with the incumbent.

C.1.6 Instructional Associate in Geography

- a) Assist with and/or instruct Geography course laboratories, as determined by the Department. Responsible for the organization, instruction, and assessment of student performance in laboratories in the following Geography courses: 38:170; 38:286; 38:353; 38:376. This corresponds to a normal standard teaching load that may range from 8.5 to 12 credit hours in laboratories per academic year (calculated per Article 9.5 (vii)) and depends on actual course laboratory offerings in a given academic year
- b) May assist with and/or instruct Geography courses as determined by the Department, however, the normal standard teaching workload for instruction of Geography courses resulting from lecture contact hours is zero (0) credit hours
- c) Prepare cartographic materials (maps, diagrams, etc.) for faculty research and classroom use
- d) Provide technical assistance to faculty members in their research programs
- e) Procure, organize and maintain (i) the Topographic Maps and Map Library, and (ii) the Air Photos and Air Photo Library
- f) Prepare or provide outreach to and training for BU staff and students with regard to the Map Library materials, and serve as Departmental contact with the main library
- g) Order, administer and maintain Departmental lab computer hardware and software
- h) Order, store and maintain Departmental equipment and supplies
- i) Maintain and update departmental web page
- j) Maintain Departmental accounts and financial records
- k) Serve as the Department’s representative for Workplace Hazardous Materials Information System (WHMIS) on campus, and
- l) Such other appropriate duties as may be assigned by the Department through consultation with the incumbent.

C.1.7 Instructional Associate in Geology

- a) Supervision of first year Geology laboratories for 42:160 and 42:161 (2.25 credit hours), including preparation of laboratories, supervision of laboratory assistants, preparation of marking sheets and answer keys, grading of lab assignments, preparation and grading of laboratory exams, and maintenance of class records
- b) Provide undergraduate instruction in a variety of 2nd to 4th year Geology laboratories 42:282, 42:283, and 42:466 (2.25 credit hours)
- c) Provide undergraduate instruction in up to two (2) Geology courses 42:283 (lectures) and 42:333, the Field Geology course (six (6) credit hours)

The classes and labs listed above in a), b), and c) correspond to a normal standard teaching load of 10.5 credit hours per academic year (variations do occur and have ranged from 9 to 13.5 credit hours). Credit hours were calculated as per Article 9.5 (vii).

- d) Act as curator of the Departmental teaching collections of minerals, rocks, ore specimens and paleontology specimens, including teaching kits for loan to teachers in SW Manitoba and Education students
- e) Prepare specimens for teaching and research
- f) Prepare and maintain geology displays and promotional material
- g) Arrange for repair and maintenance of Departmental equipment as required
- h) Purchase equipment and supplies for the Department and maintain the Department's financial records
- i) Provide technical assistance to faculty for their research
- j) Maintain and update the Geology web page
- k) Serve as the Department's representative for Workplace Hazardous Material Information System (WHMIS) on campus
- l) Such other appropriate duties as may be assigned by the Department through consultation with the incumbent.

C.1.8 Instructional Associate in Geology (Micro Analytical Facility Laboratory Technician)

- a) Primarily operate and maintain analytical scanning electron microscope, and also other research equipment in Geology including, but not limited to, thin section preparation facility, and XRD/XRF instrument
- b) Provide assistance in research projects and assist and collaborate with internal and external partners in their research, and to initiate research in collaboration with BU Faculty
- c) Develop and execute the Laboratory business plan and contact and liaise with external industry, government and academic users
- d) Supervise all work in the Laboratory and train all users of the Laboratory equipment
- e) The standard teaching load is zero (0) to three (3) credit hours for this position for 42:499 (two (2) credit hours) and 42:499 (one (1) credit hour)
- f) Affirm the integrity of results from the analytical scanning electron microscope
- g) Develop and implement a public relations/advertising strategy for the Laboratory, and
- h) Such other appropriate duties as may be assigned by the Department or Dean through consultation with the incumbent.

C.1.9 Instructional Associate in Mathematics and Computer Science

- a) Assistance with course laboratories in Contemporary Math, 62:152; Computer Science I, 62:160; Computer Science II, 62:161; Intro to Statistics, 62:171; Intro to Statistical Inference, 62:172; Calculus I, 62:181; Linear Algebra I, 62:182; and Calculus II, 62:191
- b) The normal standard teaching load of this position, as per Article 9.3.1 (d) is four (4) to six (6) credit hours of laboratory instruction per academic year
- c) Hire and supervise markers and lab assistants for the Department
- d) Hire and supervise lab advisor for math study hall
- e) Assist with senior labs as required
- f) Administer and supervise tests
- g) Prepare marking sheets, marker notes and answer keys for first year courses when necessary and upon agreement with individual faculty members
- h) Arrange for tests to be marked and maintain mark records
- i) Answer student inquiries
- j) Post and keep regular office hours for each academic term as approved by the Department
- k) Provide liaison with Information Technology Services
- l) Serve as the Department's representative for Workplace Hazardous Materials Information System (WHMIS) on campus
- m) Provide such technical support for research and course development as required
- n) Arrange for repair and maintenance of Department equipment, exclusive of individual faculty members' equipment
- o) Perform public relations duties for the Department both within the university and within the community and surrounding area
- p) Maintain the Departmental accounts and financial records
- q) Maintain and update the Department web page, and
- r) Such other appropriate duties as may be assigned by the Department through consultation with the incumbent.

C.1.10 Instructional Associate in Physics and Astronomy

- a) The normal teaching load is 6.75 credit hours of which three (3) credit hours is teaching and 3.75 credit hours is laboratory, as described in b) and c)
- b) Assistance with the second year courses, Electricity and Magnetism, Optics and Modern Physics courses (0.75 credit hours for each for a total of 2.25 credit hours), including set-up and maintenance of all equipment, laboratory instruction of students, laboratory scheduling, and training of student demonstrators as necessary
- c) Instructor for the lecture and laboratory third year course, Electronics (three (3) credit hours for lectures and 1.5 for laboratory)
- d) Preparation of manuals for existing and new laboratories
- e) Maintenance of equipment for the first year courses, General Physics I and II, Foundations of Physics I and II, and Elementary Concepts of Physics; the second year course Computational Physics; and the their year course, Advanced Physics Laboratory
- f) Maintenance, installation, and configuration of Department research equipment and high performance cluster computing facilities and classroom demonstrations
- g) Maintenance, installation, and configuration of student computing lab
- h) Ordering equipment used for student labs and faculty research
- i) Serve as the Department's representative for Workplace Hazardous Materials Information System (WHMIS) on campus
- j) Assist and advise on technical issues for NMR laboratory
- k) Monitoring Departmental budget

- l) Such other appropriate duties as assigned by the Department through consultation with the incumbent.

C.2 Health Studies

The Instructional Associates are academically responsible to the Department, through its Chair, and administratively responsible to the Dean. An individual Instructional Associate does not necessarily assume all of the outlined responsibilities.

C.2.1 Instructional Associates in Nursing

Teaching Duties:

- a) Provide direct and indirect clinical supervision and evaluation of undergraduate students in laboratory and clinical courses
- b) Prepares skills laboratories, include set-up and take down of equipment
- c) Works collaboratively with nursing faculty to develop, implement, and evaluate simulated undergraduate learning experiences in high, medium, and low fidelity laboratories
- d) Assists and/or provides course instruction in Health Studies courses as per Article 8 and Article 9.3
- e) Normal teaching load is twenty-one (21) credit hours of combined lecture, laboratory, and practica. Teaching load may be adjusted upwards or downwards depending upon other substantive duties as recommended by Department and assigned by the Dean.

Other Duties:

- a) Maintains laboratory equipment and inventories; orders supplies as needed
- b) Assists with the orientation and mentorship of new Instructional Associates and sessional clinical faculty
- c) Participates in University, Faculty, and Department committees and service in professional organizations
- d) Assists faculty members in their research programs as mutually agreed
- e) Assesses and tests student clinical skills' performance for re-entrance to the nursing program and recommends re-instatement
- f) Acquires and maintains knowledge of current policies and procedures in healthcare settings applicable to the job description
- g) Maintains professional RN and RPN designation
- h) Such other appropriate duties as may be recommended by the Department and approved by the Dean in consultation with the incumbent.

C.2.2 Instructional Associates in Psychiatric Nursing

Teaching Duties

- a) Laboratory planning, preparation, teaching, and evaluation
- b) Facilitation of open lab times on a regular and as needed basis
- c) Works collaboratively with academic faculty to develop, implement, and evaluate simulated learning experiences in high, medium, and low fidelity laboratories
- d) Assists and/or provides course instruction in Health Studies courses as per Article 8 and Article 9.3
- e) Provides direct and indirect clinical supervision and evaluation of undergraduate students in laboratory and clinical courses

- f) Submits documentation related to student performance to course instructor for grade allocation
- g) Normal teaching load is twenty-one (21) credit hours of combined lectures, laboratory, and practica. Teaching load may be adjusted upwards or downwards depending upon other substantive duties as recommended by Department and assigned by the Dean.

Other Duties:

- a) Acquires and maintains knowledge of current policies and procedures in healthcare settings applicable to the job description
- b) Maintains laboratory equipment and inventories; orders supplies as needed
- c) Assists faculty in their research programs as mutually agreed
- d) Assists with the orientation and mentorship of new Instructional Associates and sessional clinical faculty
- e) Provides guidance and extra remedial instruction, counselling, and tutorials
- f) Conducts clinical skills testing for re-entrance to program
- g) Participates as a member of Department/Faculty/University committees
- h) May serve as a representative on community and/or professional committees and/or boards
- i) Contributes to program and curriculum development and delivery
- j) Maintains professional RN and RPN designation
- k) Such other appropriate duties as may be recommended by the Department and approved by the Dean in consultation with the incumbent.

APPENDIX D: JOB DESCRIPTIONS OF 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 Career Planning and Placement Officer

This position reports to the Dean of Students and is responsible for assisting students in finding employment and enhancing their job search skills while promoting the hiring of students to potential employers and encouraging employers to recruit on campus. The position may include duties as follows:

- a) Plan and organize events to assist students in making career choices
- b) Conduct workshops to assist students in enhancing their job search skills
- c) Provide individual consultation to students regarding career and employment concerns
- d) Encourage and assist employers to recruit from campus
- e) Produce promotional materials to advertise the services available to students
- f) Procure promotional materials to inform potential employers about the university and its students
- g) Serve as a resource to Faculties and Departments regarding the employment of their students
- h) Such other appropriate duties as may be assigned by Dean of Students through consultation with the incumbent.

D.1.2 Coordinator of Indigenous Services

This position is responsible to the Dean of Students for the provision of services deemed to be appropriate for First Nations, Metis, and Inuit students. The position aims to enhance access to and success at Brandon University for these learners. The position may include tasks as follows:

- a) Coordinate the design, delivery and evaluation of services provided to the focus group
- b) Plan and participate in programs and services in the areas of outreach, orientation, holistic and developmental advising, counselling and academic assistance
- c) Provide information about and make referrals to appropriate resources both on and off campus
- d) Liaise with and act as a resource person to staff, students and external agencies regarding First Nations Services
- e) Promote cross-cultural programming
- f) Such other appropriate duties as assigned by the Dean of Students through consultation with the incumbent.

D.1.3 Advisor

This position reports to the Dean of Students. The position may include duties as follows:

- 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) Serve as an advocate for students and groups of students
- d) Participate in the development, maintenance, and assessment of student support systems and programs
- f) Perform such other duties as may be assigned by the Dean of Students through consultation with the incumbent.

D.1.4 Learning Skills Associate

These positions are responsible to the Dean of Students. These positions may include duties as follows:

- a) Provide individual and/or group assistance within limited areas of learning skills
- b) Participate in the development and implementation of learning skills programs
- c) Maintain appropriate records and statistics
- d) Coordinate relevant programs within established procedural guidelines
- e) Assist in the preparation of learning skills materials and administration of diagnostic tests
- g) Such other duties as may be assigned by the Dean of Students through consultation with the incumbent.

D.1.5 Writing Skills Associate – Academic Skills Center

This position reports to the Dean of Students. This position may include duties as follows:

- a) Provide individual and group assistance within the area of writing instruction
- b) Participate in the development and implementation of writing skills programming
- c) Prepare writing skills materials
- d) Collect appropriate records and maintain program statistics
- e) Train and supervise student assistants
- f) Assist in the hiring of student assistants
- g) Such other duties as may be assigned by the Dean of Students through consultation with the incumbent.

D.1.6 Student Success Officer

This position reports to the Director, Recruitment and Retention. This position includes duties as follows:

- a) Participate in the development and delivery of the University's off-campus and on-campus recruitment campaign
- b) Serve as a liaison between middle-years schools, secondary schools and the University
- c) Provide and deliver accurate information and advice to students by keeping informed of all relevant university policies and procedures

- d) Provide direct support for transition to university initiatives (e.g. advising, orientation, student leader programs)
- e) Provide direct support for the University's retention initiatives
- f) Train and supervise student assistants as appropriate, including those in student ambassador and peer-mentoring roles
- g) Such other duties as may be assigned by the Director, Recruitment and Retention through consultation with the incumbent.

D.1.7 Student Engagement Officer

This position reports to the Director, Recruitment and Retention. This position includes duties as follows:

- a) Collaborate with faculty members to assist in the development of success-based programming to enhance academic performance in courses where students experience high failure rates
- b) Maintain and provide analysis of data in relation to retention and first-year experience programming
- c) Participate in the development, maintenance, and assessment of first-year transition programming (e.g. Orientation, Trek (Mandatory Advising), Early Alert)
- d) Facilitate the development of initiatives to enhance student engagement opportunities on campus (e.g. student leadership programming, long night against procrastination, spirit week)
- e) Conduct environmental scanning and planning suggestions on other programs and services which will enhance student engagement and success at Brandon University
- f) Complete program evaluation of enrollment impacts as a result of newly developed programs
- g) Such other duties as may be assigned by the Director, Recruitment and Retention, through consultation with the incumbent.

D.1.8 Recruitment Officer

This position is responsible to the Director, Recruitment and Retention, for overseeing the recruitment of University students. The position may include duties as follows:

- a) Participate in the development and delivery of a recruitment campaign that promotes Brandon University's academic programs and services to potential students and those identified as being influential in student decision making vis-à-vis choice of postsecondary institution
- b) Provide academic advising to new students regarding admission and registration as required
- c) Collect appropriate administrative and program statistics
- d) Train and supervise student assistants as appropriate
- e) Such other appropriate duties as assigned by the Director, Recruitment and Retention, through consultation with the incumbent.

D.1.9 Prior Learning Assessment and Recognition Coordinator

This position reports to the University Registrar. The position is responsible for the development and delivery of Prior Learning Assessment and Recognition (PLAR) services and may include duties as follows:

- a) Promote awareness and understanding of PLAR principles and policies among faculty, staff, students, and prospective students
- b) Serve as a resource to Departments and Faculties regarding the integration and application of PLAR to courses and programs
- c) Serve as a resource to students seeking credit through PLAR
- d) Recommend to the appropriate units and bodies such policies, procedures, and practices as will enhance the delivery of PLAR services
- e) Collect administrative and program statistics relevant to the development and assessment of PLAR services
- f) Such other appropriate duties as assigned by the University Registrar through consultation with the incumbent.

D.1.10 Indigenous Student Success Officer

This position is responsible to the Director, Indigenous Peoples' Centre for the provision of services deemed to be appropriate for First Nations, Métis, and Inuit students. The position aims to enhance access to and success at Brandon University for these learners. The position may include tasks as follows:

- a) Provide and deliver accurate information and advice to students by keeping informed of all relevant University policies and procedures
- b) Provide direct support for transition to University initiatives (e.g., advising, orientation, etc.)
- c) Provide direct support for the University's retention initiatives (e.g., Success1, Early Alert, etc.)
- d) Plan programs and services in the areas of outreach, orientation, holistic and developmental advising
- e) Provides academic assistance (e.g., coordinating the use of tutors, Elders, or academic workshops)
- f) Provide information about and make referrals to appropriate resources both on and off campus
- g) Such other duties as may be assigned by the Director, Indigenous Peoples' Centre through consultation with the incumbent.

D.1.11 Student Accessibility Associate

This position is responsible to the Dean of Students. The position includes duties as follows:

- a) Provide specialized individual and small group assistance to students with disabilities in the areas of academic skills and training with assistive technology
- b) Recruit, train, and manage specialized note taking, tutoring, alternate format and test/exam accommodation services
- c) Assist in the hiring and training of student assistants
- d) Promote awareness of accessibility and disability issues to the campus community
- e) Collect appropriate records and maintain program statistics
- f) Maintain confidential files and records of activities
- g) Such other duties may be assigned by the Dean of Students through consultation with the incumbent.

D.2 Health Studies

D.2.1. Administrative Associate, Health Studies

This position reports to the Dean, Faculty of Health Studies. The responsibilities of this position include the following activities:

- a) Receive and coordinate faculty and student requests for clinical placements
- b) Negotiate and arrange clinical placement experiences where students can obtain learning opportunities appropriate to the curriculum objectives
- c) Facilitate the signing and updating of clinical affiliation agreements
- d) Maintain records of the clinical agreements
- e) Act as a liaison between the Faculty of Health Studies and clinical placements sites; mediates conflict situations between students and on-site preceptors
- f) Coordinate an orientation to the Personal Health Information Act (PHIA) and the signing of Pledge of Confidentiality forms for all students
- g) Investigate potential clinical placement opportunities
- h) Coordinate the distribution and revisions of the clinical program manual for clinical placement sites
- i) Facilitate the development and periodic review and revision of a standard student evaluation tool for use by all faculty and all on-site preceptors
- j) Facilitate orientation/training sessions for preceptors
- k) Coordinate annual recognition activities for preceptors and providers of clinical placements
- l) Receives from on-site preceptors, at the intervals specified, evaluations of students in clinical placements
- m) Performs such other appropriate duties as may be assigned by the Dean and/or Department through consultation with the incumbent.

D.2.2 Student Advisor, Health Studies

This position reports to the Dean, Faculty of Health Studies. The position may include duties as follows:

- 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) Serve as an advocate for students and groups of students
- d) Participate in the development, maintenance, and assessment of student support systems and programs
- e) Plan and conduct Orientation sessions for Pre-Nursing/Pre-Psychiatric Nursing students and for students entering Year 2 of the Bachelor of Nursing/Bachelor of Psychiatric Nursing programs
- f) Review applicants for admission to the Bachelor of Nursing/Bachelor of Psychiatric Nursing programs. Calculate admission GPA of applicants and ensure admission requirements are met in preparation for Admissions Committee meeting
- g) Maintain student immunizations and CPR records to ensure compliance with Department of Nursing/Department of Psychiatric Nursing regulations

- h) Participate in recruitment activities/public speaking sessions and maintain promotional program materials to promote the Bachelor of Nursing/Bachelor of Psychiatric Nursing programs
- i) Perform public relations duties for the Department of Nursing/Department of Psychiatric Nursing within the University and within the community and surrounding area
- j) Perform such other duties as may be assigned by the Dean of the Faculty of Health Studies through consultation with the incumbent.

D.2.3 Coordinator, Indigenous Health Studies Transition Initiative

This position reports to the Dean of Health Studies. The position includes duties as follows:

- a) Coordinate the development and implementation of the Indigenous Health Studies Transition (IHST) initiative
- b) Participate in the development and implementation of pre-enrolment and on-going advising to assist students with academic, personal, social, vocational, and financial concerns
- c) Provide information about and undertakes referral counselling to appropriate resources both on and off campus
- d) Serve as an advocate for students and groups of students
- e) Participate in the development, maintenance, and assessment of student support systems and programs
- f) Plan and conduct orientation sessions for IHST students
- g) Review applicants for admission to the IHST
- h) Maintain student records
- i) Participate in recruitment, public speaking, public relation activities, and develop promotional materials to promote the IHST initiative
- j) Serve as a liaison with Indigenous communities
- k) Promote cross-cultural programming in Health Studies
- l) May be required to teach up to three (3) credit hours in the IHST initiative
- m) Perform other duties (such as simulation operator) as may be assigned by the Dean of the Faculty of Health Studies in consultation with the incumbent.

D.3 Education

D.3.1 Director of Field Experience

This position is responsible to the Dean, Faculty of Education. This position will oversee the placement of students in their practica, the selection of cooperating teachers, and the selection/placement of faculty advisors. The position may include duties as follows:

- a) Negotiating and arrangement placements for field experience students during various periods from August to June (inclusive) in schools
- b) Building and maintaining positive relationships with school districts, superintendents, schools, administrators, and cooperating teachers
- c) Troubleshooting and remediation in situations in which students are experiencing difficulties
- d) Recruiting, assigning, and supporting field supervisors
- e) Planning and delivering orientation programs for cooperating teachers, field advisors, and practicum students
- f) Maintaining and reviewing the Field Experience Practicum Handbook
- g) Managing budgets and expenditures for the Field Experience Program
- h) Providing accessibility to students through provision of regular office hours
- i) Such other appropriate duties as assigned by the Dean, Faculty of Education through consultation with the incumbent.

APPENDIX E: COPYRIGHT LICENCE AGREEMENT

This agreement made at Brandon in the province of Manitoba

this _____ day of _____ 20__

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 their 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 they should leave the employ of the Institution during the currency of this agreement, they will keep the Institution informed of their 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 they are the sole author thereof, receive 25% of the gross proceeds or if they are 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

A one-time payment equivalent to retroactive salary adjustments will apply to members who retired or terminated their employment between 1 April 2019 and the date of signing this agreement. These payments are not subject to University pension or other employee group benefits.

Salary Scale for the period 1 April 2019 to 31 March 2020

(Effective the first day of the pay period that includes 1 April 2019)

	Floor	Increment	Steps	Ceiling
Professor/PA IV	121,752	3,641	12	165,444
Associate Professor/ PA III/U Sports III	97,655	2,998	13	136,629
Assistant Professor/ PA II/ AA II/IA IV/U Sports II	74,670	2,346	13	105,168
Lecturer/PA I/AA I/IA III/U Sports I	62,057	1,714	9	77,483
IA II	56,088	1,544	9	69,984
IA I	50,134	1,373	9	62,491

(a) Scale

Effective 1 April 2019, members holding full-time or part-time appointments shall receive an increase of zero percent (0%) on the scale, which is represented in the above salary scales.

(b) Current Increment

Effective 1 July 2019, all members holding full-time or part-time appointments shall receive a service increment as specified above. No member shall be entitled to more than one (1) increment in a calendar year.

Salary Scale for the period 1 April 2020 to 31 March 2021

(Effective the first day of the pay period that includes 1 April 2020)

	Floor	Increment	Steps	Ceiling
Professor/PA IV	121,752	3,641	12	165,444
Associate Professor/ PA III/U Sports III	97,655	2,998	13	136,629
Assistant Professor/ PA II/AA II/IA IV/U Sports II	74,670	2,346	13	105,168
Lecturer/PA I/AA I/IA III/U Sports I	62,057	1,714	9	77,483
IA II	56,088	1,544	9	69,984
IA I	50,134	1,373	9	62,491

(a) Scale

Effective 1 April 2020, members holding full-time or part-time appointments shall receive an increase of zero percent (0%) on the scale, which is represented in the above salary scales.

(b) Current Increment

Effective 1 July 2020, all members holding full-time or part-time appointments shall receive a service increment as specified above. No member shall be entitled to more than one (1) increment in a calendar year.

Salary Scale for the period 1 April 2021 to 31 March 2022

(Effective the first day of the pay period that includes 1 April 2021)

	Floor	Increment	Steps	Ceiling
Professor/PA IV	122,665	3,668	12	166,685
Associate Professor/ PA III/U Sports III	98,387	3,020	13	137,654
Assistant Professor/ PA II/AA II/IA IV/U Sports II	75,230	2,364	13	105,957
Lecturer/PA I/AA I/IA III/U Sports I	62,522	1,727	9	78,064
IA II	56,509	1,556	9	70,509
IA I	50,510	1,383	9	62,960

(a) Scale

Effective 1 April 2021, members holding full-time or part-time appointments shall receive an increase of seventy-five hundredths percent (0.75%) on the scale, which is represented in the above salary scales.

(b) Current Increment

Effective 1 July 2021, all members holding full-time or part-time appointments shall receive a service increment as specified above. No member shall be entitled to more than one (1) increment in a calendar year.

Salary Scale for the period 1 April 2022 to 31 March 2023

(Effective the first day of the pay period that includes 1 April 2022)

	Floor	Increment	Steps	Ceiling
Professor/PA IV	123,892	3,705	12	168,352
Associate Professor/ PA III/U Sports III	99,371	3,050	13	139,031
Assistant Professor/ PA II/AA II/IA IV/U Sports II	75,982	2,388	13	107,017
Lecturer/PA I/AA I/IA III/U Sports I	63,147	1,744	9	78,845
IA II	57,074	1,572	9	71,214
IA I	51,015	1,397	9	63,590

(a) Scale

Effective 1 April 2022, members holding full-time or part-time appointments shall receive an increase of one percent (1%) on the scale, which is represented in the above salary scales.

(b) Current Increment

Effective 1 July 2022, all members holding full-time or part-time appointments shall receive a service increment as specified above. No member shall be entitled to more than one (1) increment in a 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. See Article 13.7 (b), Appendix G and Appendix J for effective dates.

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 1 July.
- (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 twelve (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 1 July; such an increase shall be limited by the ceiling for the member's rank.

F.5 Sessional Stipend

- (a) Effective 1 September of each year, the rate for sessional stipends is ten percent (10%) of the floor of the rank of Lecturer for each three (3) credit hour course (i.e. 1 September 2019 - \$6,205, 1 September 2020 - \$6,205, 1 September 2021 - \$6,252, and 1 September 2022 - \$6,314). For supervision of the field experience in Education and Music, see Article 9.5 (a) (iii).
- (b) External sessionals appointed to teach nine (9) or more credit hours in one academic year will be paid an additional ten percent (10%) above the total of all the individual stipend rates for the courses to be assigned to that sessional for that year.

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 of the class, as specified in the signed contract, will have a fifteen percent (15%) fee.
- (b) All courses cancelled after the start date of the class, as specified in the signed contract, will have a twenty-five percent (25%) fee.

F.7 Pensions

F.7.1

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

F.7.2

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

F.7.3

- (a) The Employer shall make contributions to the University Retirement Plan Fund, on behalf of each eligible member, in accordance with the terms of the plan, concurrent with the contributions made by the member, an amount equal to the sum of
 - (i) Eight percent (8%) of the member's basic salary up to the Year's Basic Exemption and
 - (ii) Six and two-tenths percent (6.2%) of the member's basic salary between the Year's Basic Exemption and the Year's Maximum Pensionable Earnings and

- (iii) Eight (8%) of the member's basic salary, if any, in excess of the Year's Maximum Pensionable Earnings.
- (b) Effective 1 April 2015 the Employer and the Employee shall make contributions to the University Retirement Plan Fund, on behalf of each eligible member, in accordance with the terms of the plan, concurrent with the contributions made by the member, an amount equal to the sum of
 - (i) Eight percent (8.0%) of the member's basic salary up to the Year's Basic Exemption and
 - (ii) Six and two-tenths percent (6.2%) of the member's basic salary between the Year's Basic Exemption and the Year's Maximum Pensionable Earnings and
 - (iii) Eight percent (8.0%) of the member's basic salary, if any, in excess of the Year's Maximum Pensionable Earnings.

F.7.4 Operation of the Brandon University Retirement Plan

- (a) No changes or amendments shall be made to the Brandon University Retirement 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 BUFA and the University.
- (c) For BUFA Members who retire on or after the date of signing of this Collective Agreement, the Normal Form of pension (Article 8.1 of the Brandon University Retirement Plan) shall be changed to the form of pension currently known as the "Mandatory Survivor Pension" and commonly referred to as "joint and 2/3 survivor" for members who have an eligible spouse at retirement, i.e. the joint and 2/3 form of the pension shall not be actuarially reduced to account for the spousal entitlement. The costs associated with the change shall be financed by the Employer through an increase in the Employer contribution levels under Article 4.1 and/or 4.2 of the Brandon University Retirement Plan text, in addition to those specified in F.7.3 above. The increased Employer contribution level shall be based on the cost of this improvement as recommended by the Plan actuary. The Employer will not finance this benefit through the use of actuarial surplus of the Plan.
- (d) For BUFA Members who retire on or after 1 April 2009, the maximum pension, as referenced under Article 7.4 of the Brandon University Retirement Plan, shall be \$1,975 per year of service, for all years of service. The costs associated with the change shall be financed by the Employer through an increase in the Employer contribution levels under Article 4.1 and/or 4.2 of the Brandon University Retirement Plan text, in addition to those specified in F.7.3 above. The increased Employer contribution level shall be based on the cost of this improvement as recommended by the Plan actuary. The Employer will not finance this benefit through the use of actuarial surplus of the Plan.

F.7.5 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 Retirement Plan.

The Early Retirement Incentive Plan Proposal shall be presented by the University to BUFA for its approval.

- (b) 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.
- (c) 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.7.6 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.8 Tuition

Full-time and part-time members, and their dependents, will receive a one hundred percent (100%) waiver of tuition for credit courses taken at Brandon University.

F.9 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. The total relocation allowance shall be a maximum of:

- (a) 1/12 of salary or \$4,500, whichever is greater, 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.

Members will be paid for the following expenses:

- (a) When traveling by air, actual transportation costs when supported by receipts, to a maximum of economy air fare for the Member and their family by the most direct route.
- (b) When private automobile is used, not less than the current negotiated rate per kilometer/mile by the most direct route, plus lodging and meals en route for a reasonable number of driving days for the member and their immediate family.

- (c) Lodging and meals to a maximum of five (5) days on arrival, when necessarily incurred, and limited to the member and their immediate family.
- (d) Approved freight, cartage, and storage costs on household furnishings and effects from place of residence.

Travel expenses on standard expense vouchers for the member and their immediate family should be submitted to the Dean/Director for approval. Considering the intent of the previous (a) through (d), reasonable exceptional circumstances or expenses may be considered when presented for approval.

F.10 Extended Health and Life Insurance Plan Premiums

The Employer shall pay one hundred percent (100%) of the premiums for the Extended Health Benefits Plan and the University Group Life Insurance Plan on behalf of BUFA members.

The Employer shall provide a Health Spending Account in the amount of four hundred dollars (\$400.00) for full-time members and in the amount of two hundred dollars (\$200.00) for part-time members. Plan eligibility and claims for allowable expenses shall be as determined by the Employer in consultation with the Union.

F.11 Estate Benefit

In the event of the death of a full-time or part-time member during their 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

Instructional Associate and Administrative Associate members may apply to their Dean/Director for reclassification. Such applications require a dossier documenting their academic and professional records in terms of the qualifications by rank outlined in Article 8 and in Appendices C or D. Applications and supporting documentation must be received by their Dean/Director by 15 January to be considered in that academic year. Letters of application shall be copied to Human Resources.

G.2

Normally within two (2) working days of receipt of an application for reclassification, the Dean/Director shall request the Department of each member who has applied for reclassification to meet to review the application and to submit a recommendation, along with supporting evidence/rationale, to the Dean/Director by 1 February. A copy of the recommendation shall be sent to the applicant and the Union.

G.3

The Dean/Director shall send their recommendation and the recommendation of the Department along with the submitted application, and supporting documentation, to the Chair of the Reclassification Committee, normally by 15 February. The recommendation of the Dean/Director shall be copied to the Department Chair, the applicant and the Union.

G.4

A Reclassification Committee consisting of three members appointed by the President and three members appointed by BUFA shall be established. The Chief Human Resources Officer shall be one of the President's appointees and shall serve as Chair of the Reclassification Committee with full committee participation rights and responsibilities.

G.5

Prior to 1 February the Chair of the Reclassification Committee will advise the President and BUFA to appoint their members to the Reclassification Committee by 15 February ensuring that persons who have made, or will be making, recommendations under G2 or G3 are not appointed to the Reclassification Committee of a member. Normally the same Reclassification Committee will decide on all applications. If for any reason, a different Reclassification Committee must be struck, the composition of, and appointment to, the committee will be in accordance with G4.

G.6

The Reclassification Committee shall normally meet between 20 February and 15 March to make a decision. The Committee may request to meet with the applicant or their representative and/or any of the persons who have made recommendations. On the request of the applicant, the Committee shall meet with the applicant or their designate.

G.7

- (a) All recommendations and decisions for the reclassification of a member who holds an Instructional Associate rank, shall be based on the job descriptions outlined in Appendix C and the Qualifications of Instructional Associates as outlined in Article 8.6.
- (b) All recommendations and decisions for the reclassification of a member who holds an Administrative Associate rank, shall be based on the job descriptions outlined in Appendix D and the Qualifications of Administrative Associates as outlined in Article 8.7.

G.8

Decisions of the Reclassification Committee(s) shall normally be made by 20 March and sent to the President for implementation, with copies to the applicant, the Department, the Dean/Director, and the Union.

G.9

Decisions of the Reclassification Committee(s) shall be final and binding on both Parties and the applicant.

G.10

The effective date of any resultant reclassifications shall be the first day of the pay period that includes 1 April.

APPENDIX H: OTHER ALLOWANCES

H.1 Professional Development Expense Reimbursement

- (a) The Employer 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, books, journals, other published works and general supplies.
- (b) The Employer shall provide professional development funds, on an annual basis, to each Faculty/Unit on the basis of \$2,000 per full-time equivalent member (exclusive of sessional appointments). The Funds shall be administered by the Dean/Director. The Dean/Director shall establish rules and regulations (which include criteria and priorities) after consulting with the members of their Faculty/Unit. Requests for reimbursement must be submitted on the Employer's expense report or cheque requisition, accompanied by the appropriate receipts and authorized by the Dean/Director. Items acquired by this reimbursement shall be the property of the Employer, shall be included in the Faculty/Unit inventory, and shall be made available for the use of other members of the Faculty/Unit.
- (c) A member's unspent funds may be carried forward for up to two (2) years beyond the original allocation date (i.e. 1 April). Any funds that are unspent by the member after two (2) years shall be placed in a separate fund, one for each Faculty, and made available to all members of that Faculty for the purposes of individual or collective professional development, including for the travel of members who are presenting (e.g., lecture, poster, panelist) at professional meetings. These funds shall be administered by the Dean/Director, in accordance with policies similar to those established by Faculties in H.1 (a) and (b) above and funds will be released beginning 1 April of any given year. No member may receive more than one thousand dollars (\$1000) from this fund in any given year. Any unspent monies that may remain from this fund at the end of the fiscal year shall be carried forward, to be disbursed for professional development purposes in subsequent years.
- (d) In support of sessional development, the Employer shall make available, on an annual and university-wide basis, a pool of funds equivalent to the stipend of eighteen (18) sessional credit hours. External sessional members with contracts exceeding three (3) credit hours in an academic year may make application through their respective Dean/Director to access this fund in a manner similar to full-time faculty members. No external sessional member may receive more than ten percent (10%) of their total sessional salary in an academic year, up to a maximum of \$2,000.

H.2 Expense and Travel Allowances

H.2.1

The Employer shall reimburse members, traveling on University business, at the rate of forty-six (46) cents per kilometer for private vehicle use only.

H.2.2

The Employer shall reimburse members traveling on University business at the rate of sixty dollars (\$60.00) per day (\$15.00 breakfast, \$15.00 lunch, \$30.00 supper) for travel within Canada and at current National Joint Council rates for travel outside of Canada.

APPENDIX I: OTHER JOB DESCRIPTIONS

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

I.1 U Sports Coach

Responsible to the Vice-President (Administration and Finance) or a Dean, as determined by the Employer from time to time, through the Athletic Director. Duties and responsibilities of the position include:

- a) Preparing a season schedule of training and competition
- b) Recruiting student athletes and selecting team members
- c) Teaching and training student athletes in individual and team skills and tactics
- d) Maintaining records and statistics of the team and players
- e) Coordinating assistant coaches and other assistants with the program
- f) Providing fundraising support to the Athletics program
- g) Developing relationships with alumni and the broader community
- h) Planning, coordinating and representing the University at camps specific to the sport
- i) Maintaining an inventory of team equipment and supplies
- j) Overseeing team members academic workloads and providing time management strategies
- k) Monitoring monthly financial statements and operating within the annual budget provided
- l) Normally teach six (6) credit hours but teaching may range from three (3) to nine (9) credit hours
- m) Other appropriate duties as assigned by the Athletic Director through consultation with the incumbent.

I.2 Campus Recreation Director

Responsible to the Vice-President (Administration and Finance) or a Dean, as determined by the Employer from time to time. Duties and responsibilities of the position include:

- a) Providing leadership to the Campus Recreation programs; strategic, operational and resource including policy and procedures
- b) Organizing intramural sports and tournaments, fitness programs, clubs, and special events
- c) Office administration in support of Campus Recreation programming
- d) Public relations, media relations, promotion of Campus Recreation activities
- e) Establishing and maintaining community relationships and partnership building on and off campus
- f) Marketing and fundraising for Campus Recreation programs.
- g) Budget development, management and expenditure approval
- h) Coordinating the work of Program assistants including hiring and monitoring work
- i) Other appropriate duties as assigned by the administrator to whom the position reports, through consultation with the incumbent
- j) Taking a leadership role in campus wellness and other related University activities

- k) Working with the Healthy Living Centre Facility Manager and Unit leaders to establish pricing, programming, booking and scheduling in relation with all other activities and deliveries
- l) Campus Recreation equipment purchase, inventory and maintenance
- m) Identify and present budgeted equipment needs for Campus Recreation in relation to all other unit equipment needs.

Qualifications and rank

- Bachelors, Masters or Doctorate degree
- Must hold a rank of Instructional Associate, Professional Associate, U Sports coach or a Professorial rank, dependent on qualifications and responsibilities in addition to those of Campus Recreation Director.

I.3 Athletic Director

Responsible to the Vice-President (Administration and Finance) or a Dean, as determined by the Employer from time to time. Work is assigned to the Athletic Director in terms of broad organizational objectives and policies. Duties and responsibilities of the position include;

- a) Providing strategic leadership to the Athletics Program and HLC, for operational and resource plans and objectives
- b) Serving as Athletic representative for the University internally and externally
- c) Overseeing Media, Public Relations, marketing, promotional events and fundraising strategies for Athletics
- d) Responsibility for Athletics facility needs, game scheduling and Athletic game management
- e) Responsibility for compliance with all rules and regulations, and communication with Finance and Student Awards offices, to ensure athlete eligibility
- f) Responsibility for communication of, and compliance with, all program rules and regulations within Brandon University and each of the Leagues, and representation at League meetings
- g) Monitoring and assisting student athletes' academic, athletic and personal performance and development
- h) Monitoring student athlete recruiting and communication
- i) Overseeing and providing leadership for the Athletics and HLC budgets
- j) Responsibility for recommending Athletics Program and HLC policy, policy development and management
- k) Providing resource support for the HLC Community Access Agreement with the City
- l) Reviewing and approving travel claims and Athletic expenditures
- m) Responsibility for day to day oversight and leadership of employees working within the Athletics Program and HLC and providing recommendations in the evaluation of these employees, which includes the coaches
- n) Normally teach six (6) credit hours but teaching may range from three (3) to nine (9) credit hours
- o) Other appropriate duties as assigned by the administrator to whom the position reports, through consultation with the incumbent.

I.4 Athletic Therapist

Responsible to the Vice-President (Administration & Finance) or a Dean, as determined by the Employer from time to time, through the Athletic Director. Duties and responsibilities of the position include:

- a) normally teach six (6) credit hours but teaching may range from three (3) to nine (9) credit hours
- b) supervise and control athletic therapy facility, including the Brandon University Sports Medicine Centre
- c) evaluate, treat and rehabilitate injuries suffered by students, faculty and staff, and time permitting, community persons
- d) attend all home intercollegiate athletic contests and attend to the needs of both home team and visiting teams as mandated by the Canada West University Athletic Association
- e) order and maintain supplies and equipment for the athletic therapy facility/Sports Medicine Centre
- f) train and supervise student assistants
- g) work in cooperation with medical practitioners and coaches in developing exercise and rehabilitation programs
- h) aid in preparation of budget for athletic therapy area
- i) order and maintain supplies and equipment for training room and
- j) such other appropriate duties as may be assigned by the Athletic Director through consultation with the incumbent.

APPENDIX J: TENURE AND PROMOTION PROCEDURES FOR U SPORTS ATHLETIC RANKS

J.1

Eligible U Sports Athletic Ranks members may apply to their Dean/Director for tenure or promotion. Applications and supporting documentation must be received by their Dean/Director by January 15 to be considered in that academic year. Letters of application shall be copied to the Chief Human Resources Officer. Tenurable ranks are U Sports Coach II and III, Athletic Director II and III and Athletic Therapist II and III.

J.2

Normally within five (5) working days of receipt of an application for tenure or promotion, the Dean/Director shall request the Department of each member who has applied for tenure or promotion to meet to review the application and to submit a recommendation, along with supporting evidence/rationale, to the Dean/Director by 1 February. A copy of the recommendation shall be sent to the applicant and to the Union.

J.3

The Dean/Director shall send their recommendation and the recommendation of the Department along with the submitted application, and supporting documentation, to the Chair of the U Sports Athletic Ranks Tenure and Promotion Committee, normally by 15 February. The recommendation of the Dean/Director shall be copied to the Department Chair, the applicant and the Union.

J.4

A U Sports Athletic Ranks Tenure and Promotion Committee consisting of three members appointed by the President and three members appointed by BUFA shall be established. One of the members of the committee shall be elected to serve as Chair of the U Sports Athletic Ranks Tenure and Promotion Committee with full committee participation rights and responsibilities.

J.5

The President and BUFA will appoint their members to the U Sports Athletic Ranks Tenure and Promotion Committee by 15 February ensuring that persons who have made, or will be making, recommendations under J.2 or J.3 are not appointed to the U Sports Athletic Ranks Tenure and Promotion Committee of a member.

J.6

The U Sports Athletic Ranks Tenure and Promotion Committee shall normally meet between 20 February and 15 March to make a recommendation. The Committee may request to meet with the applicant and/or their representative and/or any of the persons who have made recommendations. On the request of the applicant, the Committee shall meet with the applicant and/or their designate.

J.7

All recommendations for the tenure or promotion of a member who holds a U Sports Athletic Rank, shall be based on the job descriptions outlined in Appendix I and the Qualifications of U Sports Athletic Ranks as outlined in Article 8.9.

J.8

Recommendations of the U Sports Athletic Ranks Tenure and Promotions Committee shall normally be made by 20 March and sent to the President for approval and implementation, with copies to the applicant, the Department, the Dean/Director, the Union, and Human Resources.

J.9

Members wishing to appeal a tenure decision may appeal the decision using the provisions of Articles 12.13 – 12.17. Members wishing to appeal a promotion decision may appeal the decision using the provisions of Articles 13.13 – 13.17.

J.10

The effective date of any resultant decision shall be the first day of the pay period that includes 1 April.

APPENDIX K: MEMORANDA

1. Memorandum of Understanding: Implementation of the BUFA 2019-2023 Collective Agreement

Recognizing that bargaining of the 2019-2023 Collective Agreement was completed in September 2019, well into the first year of said agreement, the Parties agree to the following implementation schedule:

1. All parts of the Agreement, with the exception of the Articles and clauses specified below, shall be deemed in effect as of 1 April 2019.
2. In the event that particular individual cases arise which are not considered in the exceptions below, both Parties agree to resolve matters of implementation consistent with the just and equitable administration of the Collective Agreement, and in compliance with applicable labour law.
3. Exceptions:
 - (a) Article 7.2 (d) and (e) – shall be applicable to all jobs posted after ratification of the current agreement;
 - (b) Article 7.13 – “Phased Retirement Appointment”: Members who have submitted a retirement date to the Employer but not retired before ratification of this Agreement may signal their intention to elect this type of appointment. In such cases, the procedures laid out in 7.13 shall be carried out as expediently as possible;
 - (c) Article 7.20 – “Consideration for Appointment of Spouses”: shall be applicable to all searches conducted after ratification of the current agreement;
 - (d) Article 8 – the language in this Article is to be implemented according to the following schedule:
 - (i) With regard to Tenure and Promotion: evaluation of dossiers in the 2019-2020 academic year shall be based on the 2015-2019 Collective Agreement. All future dossiers shall use Article 8 language from the 2019-2023 Collective Agreement;
 - (ii) With regard to Reclassification: evaluation of dossiers shall use Article 8 language from the 2019-2023 Collective Agreement in assessing applications;
 - (iii) With regard to Continuing Status: evaluation of dossiers shall use Article 8 language from the 2015-2019 Collective Agreement if the probationary period concludes prior to 1 April 2020; evaluation of dossiers shall use Article 8 language from the 2019-2023 Collective Agreement if the probationary period concludes after 31 March 2020;

- (iv) Article 8 shall be effective upon ratification of the current Agreement unless a position was posted prior to ratification.
- (e) Article 9: the language in this Article is to be implemented according to the following schedule:
 - (i) Workload assigned for the 2019-2020 Academic year remains subject to the 2015-2019 Collective Agreement;
 - (ii) The mechanisms for attributing workload in the present Agreement shall take effect upon ratification, for determining workloads beginning in the 2020-2021 academic year.
- (f) Article 12: Regarding the composition of the University Tenure Committee (12.6), half (1/2) the members to be appointed for one (1) year terms and half with two (2) year terms to allow for the staggering of terms to be fully in effect in the second year of the agreement. The staggering of terms shall be as follows:

Representatives serving two (2) year terms:

- (i) Chairperson
- (ii) Faculty of Arts
- (iii) Faculty of Health Studies
- (iv) Faculty of Science
- (v) One (1) Dean/Director

Representatives serving one (1) year terms:

- (i) Faculty of Education
- (ii) School of Music
- (iii) Professional Associate
- (iv) One (1) Dean/Director

In the first year of the Agreement, the deadline to establish the University Tenure Committee may be extended to 15 October 2019, should it be deemed necessary.

- (g) Article 13: Regarding the composition of the University Promotions Committee (13.5), half (1/2) the members to be appointed for one (1) year terms and half with two (2) year terms to allow for the staggering of terms to be fully in effect in the second year of the agreement.

Representatives serving two (2) year terms:

- (i) Chairperson
- (ii) Faculty of Education
- (iii) School of Music
- (iv) Professional Associate
- (v) One (1) Dean/Director

Representatives serving one (1) year terms:

- (i) Faculty of Arts
- (ii) Faculty of Health Studies
- (iii) Faculty of Science
- (iv) One (1) Dean/Director

In the first year of the Agreement, the deadline to establish the University Promotions Committee may be extended to 15 October 2019, should it be deemed necessary.

- (h) MOUs on Indigenization, Employment Equity, Staffing Plan, Peer Evaluation of Teaching, IA Job Descriptions, and PA/AA Job Descriptions, as well as the Re-opener: shall be applicable as of the ratification of this Agreement.

2. Memorandum of Understanding: Section-Specific Re-Opener

The University and BUFA agree that:

1. The Parties acknowledge that the Province of Manitoba recently passed into law, but has not proclaimed into force, *The Public Services Sustainability Act* (the “PSSA”). The Parties further acknowledge that BUFA (along with other unions) is participating in a court challenge of the PSSA. BUFA has reserved all rights in relation to this litigation. The University has reserved all of its rights.
2. Pursuant to s.61(3) and s.63(4) of the *Labour Relations Act, C.C.S.M., c.L10*, the University and BUFA (the “Parties”) agree to a Section-Specific Re-opener (the “Re-opener”) in order to renegotiate portions of the below named sections for the duration of this agreement if, during the duration of the agreement, the PSSA is either repealed, declared invalid, or declared unconstitutional, in whole or in part, by a court of competent jurisdiction.
3. The Parties agree that only the following sections of the agreement are subject to renegotiation pursuant to the Re-opener:
 - (a) Article 36 and Appendix F (“Salaries and Benefits”)
 - (b) Appendix H (“Other Allowances”)
 - (c) Article 21 (“Vacation and Leave”)

The Re-opener shall not be construed in any way as “opening the Collective Agreement” to negotiation on any other matters by either Party.

4. Either Party may give notice in writing to the other to reopen these sections in the event that any of the conditions in paragraph 2 above are met and, where applicable, after ninety (90) days have elapsed from the pronouncement of an order by a court of competent jurisdiction granting the relief set out in paragraph 2 above and provided no judicial stay of the decision has been granted pending appeal. The Parties shall commence negotiations as soon as possible following the giving of notice. Both Parties shall enter into such negotiations in good faith and make every reasonable effort to consummate a revised agreement for the remaining term of the agreement. At the first meeting of the Parties, both Parties shall exchange proposals or amendments. In the event that the Parties are unable to reach a ratified agreement within ten (10) weeks of notice to bargain, either Party may give notice of termination of the Collective Agreement in accordance with ss. 63(4) of the *Labour Relations Act, C.C.S.M., C. L10*.
5. This Memorandum of Understanding shall be attached to and form part of the Collective Agreement and shall remain in force for the duration of the Collective Agreement and the period in which s.10(4) of the *Labour Relations Act* applies.
6. The terms of this MOU are a term or condition of employment.

3. Memorandum of Understanding: BUFA Staffing Criteria Working Group

WHEREAS the Parties are committed to supporting the completion of the transition to a standard 15 credit hour teaching workload, and

WHEREAS the Parties agree that the needs of departments, programs, faculties and schools are the primary consideration for staffing, and

WHEREAS the Parties acknowledge there are many factors that influence staffing needs including but not limited to enrolment pressures, and

WHEREAS the Parties agree that transparency is fundamental to sound staffing plan processes, and

WHEREAS both Parties wish to satisfy the letter and intent of Article 9.4 (b),

1. The Employer and BUFA agree that a Working Group will be established to identify key considerations that support decision-making for BUFA positions.
2. The composition of the Working Group will consist of the following:
 - (a) The Vice President as Chair (non-voting)
 - (b) Four (4) BUFA members appointed by the Union, two (2) of whom will have participated in drafting this MOU
 - (c) Three (3) members of Dean's Council, two (2) of whom will have participated in drafting this MOU.
3. The Vice-President will call a meeting of the Working Group within thirty (30) days of signing the Agreement.
4. The responsibilities of the Working Group will be as follows:
 - (a) The Working Group will develop criteria that will provide a framework for BUFA staffing requests at the program and departmental level, for recommendations at the Dean's/Director's level, and to support sound decision-making by the Employer.
 - (b) The Working Group will submit criteria recommendations to the Joint Administrative Committee (JAC) by 31 January 2020. JAC will review the criteria and forward recommendations to the President by 28 February 2020 for approval by 31 March 2020.
 - (c) Approved criteria will be implemented in the Fall of 2020 to inform positions required for the 2021-2022 fiscal year.
 - (d) The Working Group will subsequently solicit feedback from respective stakeholders (e.g., BUFA members, Deans' Council) in the Spring of 2021 to re-evaluate the criteria and consider whether refinements are required. Any final recommendations emerging from the Working Group will be provided to the President through JAC by 30 June 2021 for the 2022-2023 fiscal year planning cycle.
5. Periodic reviews of the criteria may be initiated by either Party through JAC.

4. Memorandum of Understanding: Indigenization of the Collective Agreement Working Group

WHEREAS the Parties acknowledge the Calls to Action by the Truth and Reconciliation Commission of Canada, and

WHEREAS the Parties recognize that the path toward reconciliation leads through the hiring and retaining of Indigenous academic and non-academic faculty at Brandon University, and

WHEREAS the Parties understand that the Collective Agreement should reflect traditional and conventional ways of knowing and learning, and

WHEREAS the Parties recognize that Indigenization needs to be rooted in and informed by the Indigenous Community and acknowledge the lack of Indigenous representation at the bargaining table;

The Parties agree to establish a Working Group to support and inform negotiations of the next Collective Agreement. The Working Group will provide information and recommendations to both Parties that will enhance employment practices and procedures within the University to recognize Indigenous ways of knowing, researching and working.

Composition

The Working Group will consist of six (6) members, including:

- (a) Director, Indigenous People's Centre (IPC)
- (b) One BUFA Member with significant knowledge of the CA, selected by the BUFA Executive
- (c) Chief Human Resources Officer (CHRO)
- (d) One BUFA member chosen by self-identified Indigenous BUFA members
- (e) One member chosen by Management
- (f) One member with significant knowledge of Indigenous ways of knowing, researching and working selected by BUFA.

The members shall select a Chairperson from among this group.

The Office of the Vice-President will manage the selection process for this Working Group, and the Vice-President shall Chair the first meeting of the Working Group to facilitate the selection of the group Chairperson.

Terms of Reference

The Vice-President will call a meeting of the Working Group within ninety (90) days of signing the Agreement.

The Working Group will call upon resources as appropriate to gather information such as existing language from other Collective Agreements; data from Indigenous scholars at BU and in other Universities on their experiences in the academic workforce; recommendations from other bodies including governments, Commissions, the Tri-Council, CAUT, Universities Canada, etc.; and any other information deemed relevant or useful by the Working Group. The Director, IPC will bring forward information pertinent to employment conditions for Members as arising from the Indigenous Sub-Committee of Senate.

Administrative support will be provided by the University.

The Employer and BUFA shall provide the Working Group with adequate resources to fulfill the requirements of this agreement. In particular, the Employer and BUFA will provide access to legal advice independent of either Party's solicitor in any case involving any possible conflict of interest. In addition, an annual sum of up to \$10,000, shared equally between the Parties, shall be provided to the Working Group to be used for the purpose of fulfilling the operational responsibilities of the Working Group (for example: salary for casual employees, or to purchase relevant data). Additional funding requests may be submitted to JAC for consideration.

The Working Group shall provide recommendations to both Parties on the following:

- (a) Ways of recognizing Indigenous knowledge and qualifications to establish professional preparation in the appointments, tenure and promotion processes;
- (b) Ways of recognizing teaching excellence as established through an Indigenous learning model;
- (c) Ways of recognizing Indigenous knowledge generation and research methodologies;
- (d) Ways of recognizing service to the academic and broader communities from an Indigenous perspective;
- (e) Any other recommendations on working conditions, impacting Indigenous Members, governed by the Collective Agreement.

Report

The Working Group will report on its activities, findings, and recommendations as requested by the Parties, through JAC, with a final report no later than one year prior to the expiration of the current Agreement.

Duration

The Working Group shall be disbanded upon expiration of the current Agreement or signature of a new Agreement.

5. Memorandum of Understanding: Employment Equity Working Group

WHEREAS the Parties believe that providing a diverse and inclusive environment for all members of the University community is a priority shared by both, and

WHEREAS the Parties recognize that the identification and removal of systemic barriers to the recruitment and retention of persons in the designated groups is a priority shared by both, and

WHEREAS the Parties agree that reflecting diversity at Brandon University is a priority shared by both, and

WHEREAS the Parties agree to the principle of employment equity for members of the designated groups as defined by Article 4.2;

The Parties agree to strike an Employment Equity Working Group to research and make recommendations to better support employment equity.

Composition

The Parties will endeavour to appoint persons to the Working Group from among the groups designated in Article 4.2. All Working Group members will be appointed for two (2) year terms, on a staggered basis. The composition of the Working Group will be as follows:

- (a) four (4) representatives appointed by the President, including one as Co-chair;
- (b) four (4) Members appointed by the Union, including one as Co-chair.

Terms of Reference

The Co-chairs will convene a meeting of the Working Group within thirty (30) days of signing the Agreement. The Working Group will call upon such resources as appropriate to gather existing equity data, information on equity data collection tools currently being utilized at the institution, and data on existing and emerging best practices related to employment equity in academic workplaces.

Administrative support will be provided by the Human Resources office.

The Employer and BUFA shall provide the Working Group with adequate resources to fulfill the requirements of this agreement. In particular, the Employer and BUFA will provide access to legal advice independent of either Party's solicitor in any case involving any possible conflict of interest. In addition, an annual sum of up to \$10,000, shared equally between the Parties, shall be provided to the Working Group to be used for the purpose of fulfilling the operational responsibilities of the Working Group, as outlined below (for example: salary for casual employees, or to purchase relevant data). Additional funding requests may be submitted to JAC for consideration.

The research and recommendations will include but not be limited to:

- (a) gathering information on sound and emerging practices related to employment equity initiatives and the data collection tools available to gather and analyze data;

- (b) defining “significant under-representation” within the context of Brandon University;
- (c) identifying areas of significant under-representation of members of the designated groups in any unit or rank;
- (d) recommending reasonable goals for hiring by any unit where significant under-representation of members of the designated groups exists;
- (e) recommending and reviewing actions taken within the University to achieve full participation of all members, including members of the designated groups, throughout their career path.

Reporting

The Working Group will submit a preliminary report of its activities, findings, and recommendations to the Parties, through JAC, by 31 March 2020 and annually thereafter. Copies may be made publically available by either Party.

6. Memorandum of Understanding: Peer Evaluation of Teaching Working Group

WHEREAS evidence of teaching effectiveness is required by the Collective Agreement to support a Member's application for tenure and promotion, and

WHEREAS the Parties agree that peer evaluation of teaching has the potential to provide relevant and valuable feedback to support a Member's formative development and for demonstrating teaching effectiveness;

The Parties agree to form a Peer Evaluation of Teaching Working Group.

1. The composition of the Working Group will consist of the following:
 - a. Vice-President, or designate as Chair (non-voting)
 - b. Three (3) BUFA members appointed by the Union
 - c. Three (3) members appointed by the Employer
2. The Vice-President will call a meeting of the Working Group within ninety (90) days of signing the Agreement.
3. The responsibilities of the Working Group will be as follows:
 - a. Gathering information on emerging best practices related to peer evaluation of teaching and existing processes in place at other post-secondary institutions in Canada;
 - b. Assessing the feasibility and resources required for implementing various models of peer evaluation;
 - c. Making recommendation as to the most appropriate model for peer evaluation at Brandon University and the resources required to implement that model, including possible enhancements to the Centre for Teaching, Learning, and Technology (CTLT) to better support the process of peer evaluation;
 - d. Developing appropriate tools and training for peer evaluators.
4. The Working Group will submit an initial report of its activities, findings, and recommendations to the Parties, through JAC, by 31 May 2020.

7. Memorandum of Understanding: Amendment of Instructional Associate Job Descriptions

As a result of changes regarding the calculation of teaching workload for Laboratories, including qualifying open labs and tutorials (see definition of "Laboratory" in Article 9.5 (a) (vii)), the Parties agree that it will be necessary to amend the job descriptions of Instructional Associates in accordance with the provisions of Articles 9.3.1, 9.5 (a) (vii) "Laboratory Workload", and the procedures outlined below:

- (a) Within one (1) week of the signing of the current agreement, all Instructional Associates and their respective Department Chairs will be notified by their Dean/Director of this requirement and referred to this MOU.
- (b) By no later than 15 October 2019, each Instructional Associate, or group of Instructional Associates covered under the same job description, shall submit to their Dean/Director, through their Department Chair, an amended job description developed in consultation with their Department.
- (c) In particular, amended job descriptions shall clearly outline the Member's recalculated teaching load when they receive the help of a Lab Assistant, as described under scenarios one (1) through four (4) in Article 9.5 (a) (vii).

Note that the teaching load of IAs who do not normally teach labs with the help of a Lab Assistant may not require recalculation. In this case, the Member may notify their Department and Dean/Director that no amended job description is required.

Members who normally do receive the help of Lab Assistants will generally see an increase in their recalculated teaching load. However, this increase is only a result of the application of a new formula for calculating teaching load that more fairly recognizes time spent in a lab setting and should in no way change the amount of work involved in teaching labs with the help of a Lab Assistant. This recalculated teaching load will become the new normal teaching load from which overload is calculated, so it is important that this be accurately reflected in these amended job descriptions.

- (d) Amended job descriptions shall be approved by the Dean/Director by 31 October 2019, with copies forwarded to the Union and Chief Human Resources Officer for final approval. In the exceptional circumstance that the Dean/Director does not approve the amendments, they shall instead provide a written statement clearly indicating the rationale for doing so and request that the Department and member reconsider the amended job description. Should an impasse occur, the matter shall be referred to the Joint Administrative Committee for consideration and final decision.
- (e) Subsequent amendments shall conform to procedures outlined in Appendix C.

Note that the teaching load of IAs may range from zero (0), in the case of members who are primarily responsible for the operation and maintenance of Departmental equipment and/or facilities, to a maximum of twenty-four (24) credit hours for members whose primary responsibilities are related to teaching and who have no other substantive duties. Amended job descriptions should be based on

a Member's typical teaching load over a representative period within the last few years and will not normally include substantive changes to other workload responsibilities. In the event that a member's teaching responsibilities typically vary from year to year due to, for example, the cycling of courses, the normal standard teaching load may be given as a range (e.g., 12 to 15 credit hours) in order to accommodate these variations, but shall not normally exceed the maximum load typically assigned in previous years.

8. Memorandum of Understanding: Amendment of Job Descriptions for Professional and Administrative Associates

The Parties agree that a review of position descriptions for all Members holding a Professional Associate or Administrative Associate position will be undertaken in accordance with Appendices B or D. The review process shall include consultation with the Department/Unit and will conclude by no later than 28 February 2020. Amended position descriptions should accurately reflect the duties for which the Member is currently responsible. Amended job descriptions should include all duties (e.g., teaching responsibilities, student appointments, workshops, job fairs, library training, service, etc.).

Challenges or discrepancies may be referred to the Joint Administrative Committee for consideration.

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