

LANGUAGE FOR 2005-07

<p>19.2 <u>Salaries.</u></p> <p>19.2.2 An employee's 2002-2003 base salary shall be defined as the employee's 2001-2002 base salary adjusted by increases as provided in Article 19.2.2.</p> <p>An employee's 2003-2004 base salary shall be defined as the employee's 2002-2003 base salary adjusted by increases as provided in Article 19.2.2.</p> <p>An employee's 2004-2005 base salary shall be defined as the employee's 2003-2004 base salary adjusted by increases as provided in Article 19.2.2.</p> <p>19.2.1.1 For an employee appointed in the academic year 2002-2003, or in the academic year 2003-2004, or in the academic year 2004-2005, this definition shall mean the annual salary agreed upon at the time of appointment.</p> <p>19.2.2 Effective July 1, 2002, the Salary Scale adjustment and the Career Development Increase adjustment as provided in Article 19.3 and any Special Salary Increases awarded under the provisions of Articles 19.2.4.1 and 19.2.4.2 shall be added to the 2001-2002 base salary of each employee.</p> <p>Effective July 1, 2003, the Salary Scale adjustment and the Career Development Increase adjustment as provided in Article 19.3 and any Special Salary Increases awarded under the provisions of Articles 19.2.4.1 and 19.2.4.2 shall be added to the 2002-2003 base salary of each employee.</p> <p>Effective July 1, 2004, the Salary Scale</p>	<p>19.2 <u>Salaries.</u></p> <p>19.2.1 An employee's <input type="checkbox"/> 2005-2006 base salary shall be defined as the employee's <input type="checkbox"/> 2004-2005 base salary adjusted by increases as provided in Article 19.2.2.</p> <p>An employee's <input type="checkbox"/> 2006-2007 base salary shall be defined as the employee's <input type="checkbox"/> 2005-2006 base salary adjusted by increases as provided in Article 19.2.2.</p> <p><input type="checkbox"/></p> <p>19.2.1.1 For an employee appointed in the academic year <input type="checkbox"/> 2005-2006 or in the academic year <input type="checkbox"/> 2006-2007 <input type="checkbox"/> this definition shall mean the annual salary agreed upon at the time of appointment.</p> <p>19.2.2 Effective July 1, <input type="checkbox"/> 2005, the Salary Scale adjustments referred to in Memorandum of Agreement No. 1, and the Career Development Increase adjustment as provided in Article 19.3, and any Special Salary Increases awarded under the provisions of Articles 19.2.4.1 and 19.2.4.2 shall be added to the <input type="checkbox"/> 2004-2005 base salary of each employee.</p> <p>Effective July 1, <input type="checkbox"/> 2006, the Salary Scale adjustments referred to in Memorandum of Agreement No. 1, and the Career Development Increase adjustment as provided in Article 19.3 and any Special Salary Increases awarded under the provisions of Articles 19.2.4.1 and 19.2.4.2 shall be added to the <input type="checkbox"/> 2005-2006 base salary of each employee.</p> <p><input type="checkbox"/></p>
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adjustment and the Career Development Increase adjustment as provided in Article 19.3 and any Special Salary Increases awarded under the provisions of Articles 19.2.4.1 and 19.2.4.2 shall be added to the 2003-2004 base salary of each employee.

19.2.3 Career Development Increases. Career Development Increases shall have values as listed in the Schedule of Salaries. The number of Career Development Increases in each rank shall be listed in the Schedule of Salaries (19.3). They are designated full Career Development Increases and partial Career Development Increases. Partial Career Development Increases have two-thirds of the value of full Career Development Increases. Notwithstanding the above, and independent of Special Increases awarded, all employees of the rank of Professor with the equivalent of less than eight full Career Development Increases above the floor shall be entitled to receive annually a full Career Development Increase as set out in Article 19.3.1. Employees of the rank of Professor with the equivalent of eight or more full Career Development Increases above the floor are entitled to receive annually a partial Career Development Increase, or a fraction thereof, equivalent to a total value of ten full Career Development Increases. Career Development Increases shall be awarded in accordance with the other provisions of Article 17 and the principles prescribed below:

- (a) Disputes relating to the calculation of Career Development Increase entitlement shall be resolved by the Joint Committee for the Management of the Agreement.
- (b) The entitlement to Career Development Increases of a new

19.2.3 Career Development Increases. Career Development Increases shall have values as listed in the Schedule of Salaries. The number of Career Development Increases in each rank shall be listed in the Schedule of Salaries (19.3). They are designated full Career Development Increases and partial Career Development Increases. Partial Career Development Increases have two-thirds of the value of full Career Development Increases. Notwithstanding the above, and independent of Special Increases awarded, all employees of the rank of Professor with the equivalent of less than eight full Career Development Increases above the floor shall be entitled to receive annually a full Career Development Increase as set out in Article 19.3[] Employees of the rank of Professor with the equivalent of eight or more full Career Development Increases above the floor are entitled to receive annually a partial Career Development Increase, or a fraction thereof, equivalent to a total value of ten full Career Development Increases. Career Development Increases shall be awarded in accordance with the other provisions of Article 17 and the principles prescribed below:

- (a) Disputes relating to the calculation of Career Development Increase entitlement shall be resolved by the Joint Committee for the Management of the Agreement.
- (b) The entitlement to Career Development Increases of a new employee appointed to the rank of Professor on or after July 1, 1977, shall be lessened by the amount by which the employee's initial salary exceeded the floor for that rank. Nevertheless, a new

<p>employee appointed to the rank of Professor on or after July 1, 1977, shall be lessened by the amount by which the employee's initial salary exceeded the floor for that rank. Nevertheless, a new employee's Career Development Increase entitlement may be restored by up to three Career Development Increases on recommendation of the Appointments Committee and with the approval of the Joint Committee for the Management of the Agreement.</p> <p>(c) The entitlement to Career Development Increases of an employee promoted to the rank of Professor after July 1, 1978, shall be lessened by the amount by which the employee's salary, prior to promotion, exceeded the floor for that rank.</p> <p>(d) Employees of all ranks other than Professor whose salary is below the ceiling of the rank shall be entitled to receive annually a full Career Development Increase as listed in Article 19.3.1; those whose salary is at or above the ceiling of the rank shall be entitled to receive annually a partial Career Development Increase, or a fraction thereof, in accordance with the provisions of Articles 17.1.2 and 19.3.1.</p> <p>19.2.4 <u>Special Increases.</u></p> <p>19.2.4.1 A Special Increase having value equal to 0.5, 1.0, 1.5, or 2.0 times the value of a Career Development Increase, may be awarded to an employee. The Employer shall notify the Association of the number and total cost of Special Increases annually and provide a list of employees receiving Special Increases that is classified by rank,</p>	<p>employee's Career Development Increase entitlement may be restored by up to three Career Development Increases on recommendation of the Appointments Committee and with the approval of the Joint Committee for the Management of the Agreement.</p> <p>(c) The entitlement to Career Development Increases of an employee promoted to the rank of Professor after July 1, 1978, shall be lessened by the amount by which the employee's salary, prior to promotion, exceeded the floor for that rank.</p> <p>(d) Employees of all ranks other than Professor whose salary is below the ceiling of the rank shall be entitled to receive annually a full Career Development Increase as listed in Article 19.3[]; those whose salary is at or above the ceiling of the rank shall be entitled to receive annually a partial Career Development Increase, or a fraction thereof, in accordance with the provisions of Articles 17.1.2 and 19.3[].</p> <p>19.2.4 <u>Special Increases.</u></p> <p>19.2.4.1 A Special Increase having value equal to 0.5, 1.0, 1.5, or 2.0 times the value of a Career Development Increase, may be awarded to an employee. The Employer shall notify the Association of the number and total cost of Special Increases annually and provide a list of employees receiving Special Increases that is classified by rank, administrative title, College and amount of individual awards.</p> <p>19.2.4.2 Special increases shall be paid retroactively to the preceding July 1 of each year []. The procedures</p>
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<p>administrative title, College and amount of individual awards.</p> <p>19.2.4.2 Special increases shall be paid retroactively to the preceding July 1 commencing with the salary review process in the 2000-2001 academic year. The procedures specified in Article 17 shall apply. For these procedures, the sum of money to be available for Special Increases shall consist of:</p> <ul style="list-style-type: none"> (i) the sum of money equivalent to 150 Career Development Increases at the Full Professor level, which shall be distributed among the Colleges in proportion to the number of employees in each College, for allocation in accordance with Article 17; and (ii) the sum of money equivalent to 20 Career Development Increases at the Full Professor level to be available for award by the President's Review Committee in accordance with Article 17. <p>In the event that the President's Review Committee has not awarded the entire sum prior to July 1 any funds remaining in this allotment shall be allocated to support the scholarly work of members in accord with decisions of the Joint Committee for the Management of the Agreement.</p> <p>For the purposes of this Article, the Extension Division and the Library shall be considered to be non-departmentalized Colleges.</p> <p>19.2.5 An adjustment will be made if necessary, to ensure that an employee's salary is not less than the floor of the employee's rank.</p> <p>19.2.6 After July 1, 1978, the amount of</p>	<p>specified in Article 17 shall apply. For these procedures, the sum of money to be available for Special Increases shall consist of:</p> <ul style="list-style-type: none"> (i) the sum of money equivalent to 150 Career Development Increases at the Full Professor level, which shall be distributed among the Colleges in proportion to the number of employees in each College, for allocation in accordance with Article 17; and (ii) the sum of money equivalent to 20 Career Development Increases at the Full Professor level to be available for award by the President's Review Committee in accordance with Article 17. <p>In the event that the President's Review Committee has not awarded the entire sum prior to July 1 any funds remaining in this allotment shall be allocated to support the scholarly work of members in accord with decisions of the Joint Committee for the Management of the Agreement.</p> <p>For the purposes of this Article, the Extension Division and the Library shall be considered to be non-departmentalized Colleges.</p> <p>19.2.5 An adjustment will be made if necessary, to ensure that an employee's salary is not less than the floor of the employee's rank.</p> <p>19.2.6 [], The amount of money necessary to fund promotion costs from recommendations of the review process specified in Article 16, shall be made available by the Employer. The Employer shall notify the Association of the number of promotions and total cost each year.</p> <p>19.2.7 Employees in the College of Dentistry who are licensed to practice dentistry</p>
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<p>money necessary to fund promotion costs from recommendations of the review process specified in Article 16, shall be made available by the Employer. The Employer shall notify the Association of the number of promotions and total cost each year.</p> <p>19.2.7 Employees in the College of Dentistry who are licensed to practice dentistry in the province or who hold qualifications to practice within the province, and employees in the College of Law shall have salary adjustments in the form of Market Supplements effective July 1, 2002, and ending June 30, 2005, at the following rates:</p> <p>College of Law: Professor \$4,000 per annum Associate Professor \$3,000 per annum Assistant Professor \$2,000 per annum</p> <p>College of Dentistry: Professor \$6,480 per annum Associate Professor \$6,480 per annum Assistant Professor \$6,480 per annum</p> <p>The above sums shall not form part of base salary and shall not be included in the calculation of pension and insurance deductions and benefits.</p>	<p>in the province or who hold qualifications to practice within the province, and employees in the College of Law shall have salary adjustments in the form of Market Supplements effective July 1, 2002, and ending June 30, [] 2007, at the following rates:</p> <p>College of Law: Professor \$4,000 per annum Associate Professor \$3,000 per annum Assistant Professor \$2,000 per annum</p> <p>College of Dentistry: Professor \$6,480 per annum Associate Professor \$6,480 per annum Assistant Professor \$6,480 per annum</p> <p>The above sums shall not form part of base salary and shall not be included in the calculation of pension and insurance deductions and benefits.</p>
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19.3[] Schedule of Salaries

July 1, 2004 – June 30, 2005

	Floor	Full-Size Increments	Partial-Size Increments	Ceiling
Professor	\$81,045	\$2,429 x 8	\$1,619 x 3	\$.....
Assoc. Prof. & Extn.				
Spec. IV	\$64,961	2,127 x 10.5	1,418 x 3	91,549
Asst. Prof. & Extn.				
Spec. III	\$52,494	2,127 x 12	n/a	78,018
Lecturer & Extn.				
Spec. II	\$41,807	1,387 x 12	925 x 3	61,226
Instructor & Extn.				
Spec. I	\$32,867	1,387 x 12	925 x 3	52,286
Librarian IV	\$64,961	2,127 x 10	1,418 x 3	90,485
Librarian III	\$57,352	1,979 x 8.5	1,318 x 3	78,128
Librarian II	\$49,332	1,685 x 8.5	1,123 x 3	67,024
Librarian I	\$41,807	1,387 x 8.5	925 x 3	56,372

July 1, 2005 – June 30, 2006 – Salaries in the 2004-2005 grid above will be adjusted in accordance with the increases outlined in MOA #1 2005-2007.

July 1, 2006 – June 30, 2007 – Salaries in the 2004-2005 grid above will be adjusted in accordance with the increases outlined in MOA #1 2005-2007.

<p>19.8 <u>Administrative Remuneration for Department Heads and Assistant Deans.</u></p> <p>19.8.1 <u>Administrative Remuneration for Department Heads and Assistant Deans.</u> Administrative remuneration for a Department Head or an Assistant Dean shall consist of a base salary adjustment and an administrative stipend. The base salary adjustment shall be as follows:</p> <ul style="list-style-type: none"> (i) Current Department Heads or Assistant Deans who have been appointed or reappointed before July 1, 2003 to a five-year term as Department Head or Assistant Dean shall be entitled to receive a Career Development Increase added to their base salary, as defined in Article 19.2.1. (ii) Current Department Heads or Assistant Deans who are appointed or reappointed before July 1, 2003 to a three-year term as Department Head or Assistant Dean shall be entitled to receive one-half of a Career Development Increase added to their base salary, as defined in Article 19.2.1. (iii) Employees who are appointed or reappointed effective July 1, 2003 or thereafter to a term as Department Head or Assistant Dean, or Acting Department Head or Acting Assistant Dean for one year or more, shall be entitled to receive one-fifth of a Career Development Increase following each year of service. <p>The Career Development Increase shall be based on the rank at the time of appointment or reappointment. Years of service as a Department Head</p>	<p>19.8 <u>Administrative Remuneration for Department Heads and Assistant Deans.</u></p> <p>19.8.1 [] Administrative remuneration for a Department Head or an Assistant Dean shall consist of a base salary adjustment and an administrative stipend. The base salary adjustment shall be as follows:</p> <ul style="list-style-type: none"> (i) Current Department Heads or Assistant Deans who have been appointed or reappointed before July 1, 2003 to a five-year term as Department Head or Assistant Dean shall be entitled to receive a Career Development Increase added to their base salary, as defined in Article 19.2.1. (ii) Current Department Heads or Assistant Deans who are appointed or reappointed before July 1, 2003 to a three-year term as Department Head or Assistant Dean shall be entitled to receive one-half of a Career Development Increase added to their base salary, as defined in Article 19.2.1. (iii) Employees who are appointed or reappointed effective July 1, 2003 or thereafter to a term as Department Head or Assistant Dean, or Acting Department Head or Acting Assistant Dean for one year or more, shall be entitled to receive one-fifth of a Career Development Increase following each year of service. <p>The Career Development Increase shall be based on the rank at the time of appointment or reappointment. Years of service as a Department Head or Assistant Dean shall count towards an entitlement for a Career Development Increase under either</p>
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<p>or Assistant Dean shall count towards an entitlement for a Career Development Increase under either (i) or (ii) or (iii) above. Employees who resign before completing their term of service in accordance with (i) or (ii) above, or a year of service in accordance with (iii) above, will have their Career Development Increase, or partial Career Development Increase, reduced proportionately.</p> <p>Administrative Stipends shall be paid to Departments Heads and to Assistant Deans on an annual basis using a base stipend equal to the size of the Career Development Increase at the full professor level and in accordance with the following scale:</p> <p>Heads of Departments with fewer than 15 full-time faculty positions 0.75 X base stipend</p> <p>Heads of Departments with 15-25 full-time faculty positions 1.00 X base stipend</p> <p>Heads of Departments with more than 25 full-time faculty positions and Assistant Deans 1.25 X base stipend</p> <p>In addition to a pro-rated administrative stipend, Acting Department Heads or Acting Assistant Deans appointed by the Board for a period of less than one year but more than six continuous weeks shall receive a lump sum payment of \$600 on a pro rata basis for the portion of the year served. Acting Department Heads or Acting Assistant Deans shall receive an additional allowance for accountable professional expenses as provided in Article 19.8.2, calculated on a pro rata basis.</p>	<p>(i), (ii), or (iii) above. Employees who resign before completing their term of service in accordance with (i) or (ii) above, or a year of service in accordance with (iii) above, will have their Career Development Increase, or partial Career Development Increase, reduced proportionately.</p> <p>Administrative Stipends shall be paid to Departments Heads and to Assistant Deans on an annual basis using a base stipend equal to the size of the Career Development Increase at the full professor level and in accordance with the following scale:</p> <p>Heads of Departments with fewer than 15 full-time faculty positions 0.75 X base stipend</p> <p>Heads of Departments with 15-25 full-time faculty positions 1.00 X base stipend</p> <p>Heads of Departments with more than 25 full-time faculty positions and Assistant Deans 1.25 X base stipend</p> <p>In addition to a pro-rated administrative stipend, Acting Department Heads or Acting Assistant Deans appointed by the Board for a period of less than one year but more than six continuous weeks shall receive a lump sum payment of \$600 on a pro rata basis for the portion of the year served. Acting Department Heads or Acting Assistant Deans shall receive an additional allowance for accountable professional expenses as provided in Article 19.8.2, calculated on a pro rata basis.</p>
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<p>22.7 <u>Parental Leave.</u></p> <p>22.7.1 <u>Maternity Leave.</u></p> <p>22.7.1.1 <u>Eligibility for Maternity Leave.</u> An employee who is pregnant and holds an appointment that is probationary, with tenure, with permanent status, or without term is entitled to maternity leave of 52 weeks. An employee who holds an appointment for a limited term and has been employed by the University for one year preceding the anticipated birth of a child is entitled to maternity leave of 52 weeks or until the end of her appointment, whichever occurs earlier.</p> <p>22.7.1.2 <u>Timing of the Leave.</u> The leave will commence at any time, at the employee's discretion, during the eight-week period prior to the estimated or actual date of birth and shall be of uninterrupted duration. Employees may schedule their annual vacation as part of, or as an extension of, their maternity leave entitlement.</p> <p>22.7.1.3 <u>Level of Remuneration.</u> Employees on maternity leave shall receive the following remuneration:</p> <p>(i) Employees receiving Employment Insurance (EI) maternity benefits shall receive a supplement which provides the equivalent of 95% of normal salary for up to 21 weeks, including the two-week benefit waiting period. The balance of the maternity leave shall be without pay. These benefits shall be extended to cover any period the employee is receiving extended EI benefits due to the illness of the child.</p> <p>(ii) Employees who are not eligible to receive EI maternity benefits but</p>	<p>22.7 <u>Parental Leave.</u></p> <p>22.7.1 <u>Maternity []/Parental/Adoption Leave or Primary Caregiver Leave.</u></p> <p>22.7.1.1 <u>Eligibility for []Leave.</u> An employee who is pregnant and who declares in writing to be the primary caregiver, or an employee who declares in writing to be the primary caregiver of a new born or adopted child, and holds an appointment that is probationary, with tenure, with permanent status, or without term is entitled to maternity leave of 52 weeks. An employee who holds an appointment for a limited term and has been employed by the University for one year preceding the anticipated birth or custody of a child is entitled to maternity leave of 52 weeks or until the end of her/his appointment, whichever occurs earlier.</p> <p>22.7.1.2 <u>Timing of the Leave.</u> The leave will commence at any time, at the employee's discretion, [] within the period that starts eight weeks before the estimated or actual date of birth or custody, and ends 52 weeks after the actual date or birth or custody and shall be of uninterrupted duration. The leave must be completed within 52 weeks of the birth or adoption of the child. Employees may schedule their annual vacation as part of, or as an extension of, their [] leave entitlement.</p> <p>22.7.1.3 <u>Level of Remuneration.</u> The supplement described in this Article will be paid for a maximum of 21 weeks per employee per pregnancy or adoption (including the two week waiting period). Employees on maternity leave shall receive the following remuneration:</p> <p>(i) Employees receiving</p>
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<p>who hold an appointment that is probationary, with tenure, with permanent status, or without term shall receive the equivalent of 95% of normal salary for up to 21 weeks provided they have applied for EI maternity benefits and it has been determined they are ineligible solely because they do not meet the insurable employment test. The balance of the maternity leave shall be without pay.</p> <p>(iii) Other employees who are not eligible for EI maternity benefits shall receive the equivalent of 95% of salary for the first two weeks, and the balance of the maternity leave shall be without pay.</p> <p>22.7.1.4 <u>Benefit Coverage.</u></p> <p>22.7.1.4.1 During the paid portion of the leave, the employee and the Employer shall pay their respective shares of the cost of continuing benefit coverage.</p> <p>22.7.1.4.2 During any unpaid portion of the maternity leave, the Employer shall maintain coverage for the employee under the Compulsory Group Life Insurance Plan, the Academic Long Term Disability Plan, and the Dental Plan. The employee shall have the option of continuing pension contributions.</p> <p>22.7.1.4.3 If an employee is unable to work because of medical complications related to pregnancy and/or childbirth, the normal provisions of disability leave, including the Academic Long Term Disability Plan, shall be applied in accordance with Article 22.8.</p> <p>22.7.1.5 <u>Notice.</u> Employees shall be expected to give as much written notice as possible (but not less than four weeks,</p>	<p>Employment Insurance (EI) maternity or parental benefits shall receive a supplement which provides the equivalent of 95% of normal salary for up to 21 weeks, including the two-week benefit waiting period. The balance of the maternity leave shall be without pay. These benefits shall be extended to cover any period the employee is receiving extended EI benefits due to the illness of the child.</p> <p>(ii) Employees who are not eligible to receive EI maternity or parental benefits but who hold an appointment that is probationary, with tenure, with permanent status, or without term shall receive the equivalent of 95% of normal salary for up to 21 weeks provided they have applied for EI maternity or parental benefits and it has been determined they are ineligible solely because they do not meet the insurable employment test. The balance of the maternity leave shall be without pay.</p> <p>(iii) Other employees who are not eligible for EI maternity or parental benefits shall receive the equivalent of 95% of salary for the first two weeks, and the balance of the maternity leave shall be without pay.</p> <p>22.7.1.4 <u>Benefit Coverage.</u></p> <p>22.7.1.4.1 During the paid portion of the leave, the employee and the Employer shall pay their respective shares of the cost of continuing benefit coverage.</p> <p>22.7.1.4.2 During any unpaid portion of the [] leave, the Employer shall maintain coverage for the employee under the Compulsory Group Life Insurance Plan,</p>
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<p>except in emergency situations) to the Department Head and Dean. This statement of notice shall specify the estimated date of birth and identify the dates of the leave and any vacation the employee intends to take.</p> <p>22.7.1.6 Upon request to the Department Head or Dean, the pregnant employee shall be entitled to an appropriate adjustment of her duties when complications related to her pregnancy justify it or when her working conditions expose her to physical dangers, to infectious diseases or danger of miscarriage.</p> <p>22.7.1.7 <u>Probationary Period</u>. If the employee holds a probationary appointment, the employee shall declare in writing to the Employer whether or not the period of the leave will count as part of the probationary service. Normally, the employee shall make the declaration by May 31 in accordance with the provisions of Articles 14.5.9 (i) or 15.12.10 (i).</p> <p>22.7.1.8 <u>Extension of Leave</u>. An employee may extend her maternity leave by a leave without pay of up to one year. The employee shall try to arrange the leave without pay to coincide with academic term(s). An employee who becomes pregnant during maternity leave or a leave without pay extension to maternity leave shall be entitled to extend her leave by a leave without pay of up to two additional years. The procedures as defined in Article 22.4 shall apply in such cases. During the extension of the leave, the employee shall have the option of continuing benefit coverage at her own expense.</p> <p>22.7.1.9 An employee returning to work following maternity leave may apply for part-time status extending up to three years in accordance with the terms of Article 13.2.3.1.</p>	<p>the Academic Long Term Disability Plan, and the Dental Plan. The employee shall have the option of continuing pension contributions.</p> <p>22.7.1.4.3 If an employee is unable to work because of medical complications related to pregnancy and/or childbirth, the normal provisions of disability leave, including the Academic Long Term Disability Plan, shall be applied in accordance with Article 22.8.</p> <p>22.7.1.5 <u>Notice</u>. Employees shall be expected to give as much written notice as possible (but not less than four weeks, except in emergency situations) to the Department Head and Dean. This statement of notice shall specify the estimated date of birth or custody and identify the dates of the leave and any vacation the employee intends to take.</p> <p>22.7.1.6 Upon request to the Department Head or Dean, the pregnant employee shall be entitled to an appropriate adjustment of her duties when complications related to her pregnancy justify it or when her working conditions expose her to physical dangers, to infectious diseases or danger of miscarriage.</p> <p>22.7.1.7 <u>Probationary Period</u>. If the employee holds a probationary appointment, the employee shall declare in writing to the Employer whether or not the period of the leave will count as part of the probationary service. Normally, the employee shall make the declaration by May 31 in accordance with the provisions of Articles 14.5.9 (i) or 15.12.10 (i).</p> <p>22.7.1.8 <u>Extension of Leave</u>. An employee may extend her maternity leave by a leave without pay of up to one year. The employee shall try to arrange the leave without pay to coincide with academic term(s). An employee who</p>
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<p>22.7.1.10 <u>Sabbatical Leave.</u> An employee shall be entitled to count up to one year of each maternity leave as qualifying service toward sabbatical leave.</p> <p>22.7.2 <u>Paternity Leave.</u> A male employee who is the primary caregiver of his newborn child shall be entitled to a leave as defined in Article 22.7.1 and subject to the same terms and conditions, provided he declares in writing to the Employer that he is the primary caregiver. In the case where he is the secondary caregiver, the employee shall be entitled to thirty-five weeks of leave completed within 52 weeks of the child's date of birth, the first one of which shall be with pay.</p> <p>22.7.3 <u>Adoption Leave.</u> Upon the adoption of a child, an employee who is the primary caregiver shall be entitled to a leave as defined in Article 22.7.1 and subject to the same terms and conditions, provided the employee declares in writing to the Employer that he or she is the primary caregiver. An employee who is the secondary caregiver for that child shall be entitled to thirty-five weeks of leave completed within 52 weeks of the date of placement of the adopted child, the first one of which shall be with pay.</p>	<p>becomes pregnant or declares to be the primary caregiver of another child during the [] leave or a leave without pay extension to the [] leave shall be entitled to extend his/her leave by a leave without pay of up to two additional years. The procedures as defined in Article 22.4 shall apply in such cases. During the extension of the leave, the employee shall have the option of continuing benefit coverage at her/his own expense.</p> <p>22.7.1.9 An employee returning to work following [] leave may apply for part-time status extending up to three years in accordance with the terms of Article 13.2.3.1.</p> <p>22.7.1.10 <u>Sabbatical Leave.</u> An employee shall be entitled to count up to one year of each [] leave as qualifying service toward sabbatical leave.</p> <p>22.7.2 [] <u>Secondary caregiver leave. In the case where an employee is the secondary caregiver, the employee shall be entitled to thirty-five weeks of leave completed within 52 weeks of the child's date of birth or custody, the first one of which shall be with pay.</u></p> <p>[]</p>
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NEW

23.19 Employee Assistance Program (EAP) The employer agrees to provide an EAP as described in the Joint Stakeholder Agreement dated March 29, 2007 and as amended from time to time by the EAP Board. The Stakeholder Agreement may be modified from time to time with the approval of the EAP Board following consultation with all parties to the agreement. The Association will provide a representative to the EAP Board as per the Stakeholder Agreement.

<p>32.4.2 Failure to perform for reasons of proven ill health will not be grounds for dismissal provided that:</p> <ul style="list-style-type: none"> (i) the employee makes every reasonable effort to rehabilitate herself or himself commensurate with the employee's physical and mental abilities; and (ii) the employee seeks and follows an active treatment program suitable for the illness or disability. <p>Nothing in this section will be construed as changing the terms and conditions of the Academic Long Term Disability Plan for employees, (Article 23.5), and in particular, with the provision for alternate employment after two years on the Academic Long Term Disability Plan.</p>	<p>32.4.2 Failure to perform for reasons of proven ill health will not be grounds for dismissal provided that:</p> <ul style="list-style-type: none"> (i) the employee makes every reasonable effort to rehabilitate herself or himself commensurate with the employee's physical and mental abilities. Utilization of the EAP shall be regarded as constituting a reasonable effort at rehabilitation; and (ii) the employee seeks and follows an active treatment program suitable for the illness or disability. <p>Nothing in this section will be construed as changing the terms and conditions of the Academic Long Term Disability Plan for employees, (Article 23.5), and in particular, with the provision for alternate employment after two years on the Academic Long Term Disability Plan.</p>
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DELETE Memorandum of Agreement 7 – Employee Assistance Program

NEW

**MEMORANDUM OF AGREEMENT NO. XX
ACCESS TO MEMBER INFORMATION**

The Employer will provide the Faculty Association with access to member information via the Human Resources information system by September 2007. This will be done following consultation and training. Once access is achieved the parties will discuss and recommend changes to the collective agreement regarding the requirements for generation of reports.

NEW

**MEMORANDUM OF AGREEMENT NO. XX
WELLNESS ACCOUNT**

The employer agrees to provide each member with \$150.00 annually in a wellness account. The account may be used to pay taxable and non-taxable health and wellness expenses. This account is not intended to erode the benefit plans provided to the general membership. Its purpose is to provide personal flexibility to self select and direct enhanced coverage.

LANGUAGE FOR 2007-09

DEFINITIONS

Academic Unit: For the purpose of Articles 11 and 13 Academic Unit includes a College, Department, School, the Extension Division, the University Library, or similar academic structure as established by the University Council and Senate.

School for the purpose of this Agreement shall be considered as a College or Department depending on the context.

<p>4.1 This Agreement applies to all employees of the University of Saskatchewan covered by the order of the Saskatchewan Labour Relations Board certifying the Faculty Association, and by any subsequent orders amending that order issued up to the date of execution of this Agreement. The Board recognizes the Association as the exclusive bargaining agent for the employees covered by the aforementioned certification in respect of terms and conditions of employment.</p> <p>No arrangements shall be made hereafter with any employee which are inconsistent with the terms of this Agreement.</p>	<p>4.1 This Agreement applies to all employees of the University of Saskatchewan covered by the order of the Saskatchewan Labour Relations Board certifying the Faculty Association, and by any subsequent orders amending that order issued up to the date of execution of this Agreement. The [] Employer recognizes the Association as the exclusive bargaining agent for the employees covered by the aforementioned certification in respect of terms and conditions of employment.</p> <p>No arrangements shall be made hereafter with any employee which are inconsistent with the terms of this Agreement.</p>
<p>9.3 An employee who refuses to cross a picket line established by another certified bargaining agent in consequence of a strike shall not be in breach of this Agreement, and shall not be subject to any disciplinary action other than loss of pay.</p>	<p>9.3 An employee who refuses to cross a picket line established by another certified bargaining agent in consequence of a strike shall not be in breach of this Agreement, and shall be subject to loss of pay but shall not be subject to any disciplinary action [].</p>

<p>10.1.1 The parties agree that the terms and conditions of employment at the University regarding hours of work, overtime, public holidays and annual holidays are more favourable than those stated in the <i>Labour Standards Act 1994</i>, R.S.S. 1978, c. L-1 (Sections 6, 8, 10, 12, 32, 39(b), 70 and 72).</p>	<p>10.1.1 The parties agree that the terms and conditions of employment at the University regarding hours of work, overtime, public holidays and annual holidays are more favourable than those stated in the <i>Labour Standards Act 1994</i>, [] as amended from time to time.</p>
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<p>10.4.2.1 The Vice-President Academic and Provost may delegate any of the Vice-President Academic and Provost's duties under this Agreement to the Associate Vice-President Academic, and shall inform the Association in writing of such delegation.</p>	<p>10.4.2.1 The Vice-President Academic and Provost may delegate any of the Vice-President Academic and Provost's duties under this Agreement to the Associate Vice-President Academic [] or Vice Provost, and shall inform the Association in writing of such delegation.</p>
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NEW

10.5.11 Except where a serious allegation of misconduct involving computer use has been made against an employee, the employer agrees that the computer files and electronic mail and media of employees shall not be examined. The Association shall be made aware of any filtering of electronic mail and media for any purpose, including spam filtering.

NEW

10.6.1(vi) a copy of letters informing new employees of the award of University start-up research grants and equipment grants.

NEW

10.10 Where any provision of his agreement provides for a collegial meeting in a department or college, participation by employees in such meeting shall be by personal attendance or by simultaneous audio and/or video technological means that provide for full collegial participation by all employees.

<p>11. ASSIGNMENT OF DUTIES</p> <p>11.1 <u>Authority to Assign Duties.</u> In departmentalized Colleges, duties shall be assigned by the Department Head following consultation with the departmental faculty in committee, subject to the approval of the Dean. In non-departmentalized Colleges, duties shall be assigned by the Dean following consultation with the College faculty in committee. In the Library, duties shall be assigned by the University Librarian or the University Librarian's designate, following consultation with the Library Committee on the Assignment and Reassignment of Duties.</p> <p>11.2 <u>Limitations on Assignment of Duties.</u></p> <p>11.2.1 Employees are required to perform their duties on a twelve-month basis unless otherwise specified in their letter of appointment or subsequently by amendment in accordance with procedures set out in the Agreement.</p> <p>11.2.2 (a) No employee shall be required to teach Spring and Summer Session. Teaching these classes is rewarded with extra compensation in accordance with Article 19, unless the employee and the employee's Department Head or Dean, in accordance with the procedures specified in Article 11.1, mutually agree to reduce the employee's teaching load at other times during the year on a pro rata basis in lieu of extra compensation.</p> <p>(b) No employee shall be required to teach extension, off-campus or non-credit classes, unless employees in a particular department or College have been required to teach such classes as part of their assigned duties as a</p>	<p>11. ASSIGNMENT OF DUTIES</p> <p>11.1 <u>Authority to Assign Duties.</u> In departmentalized Colleges, duties shall be assigned by the Department Head and following consultation and discussion with faculty at a meeting of the departmental faculty [], subject to the approval of the Dean. In non-departmentalized Colleges and the Library, duties shall be assigned by the Dean and following consultation and discussion with [] faculty at a meeting of the College or Library faculty. [] In the Library, where there are significant changes or reassignment of duties, there shall also be consultation and discussion with faculty at a meeting of the faculty. The process of assignment of duties shall be completed by Department Heads by March 31, and approved by Deans by April 30 for the next academic year. No decision on assignment of duties shall be set aside or reversed only because of technical non-compliance with the dates and times established by this section.</p> <p>11.2 <u>Limitations on Assignment of Duties.</u></p> <p>11.2.1 Employees are required to perform their duties on a twelve-month basis unless otherwise specified in their letter of appointment or subsequently by amendment in accordance with procedures set out in the Agreement.</p> <p>11.2.2 (a) No employee shall be required to teach Spring and Summer Session. Teaching these classes is rewarded with extra compensation in accordance with Article 19, unless the employee and the employee's Department Head or Dean, in accordance with the procedures specified in Article 11.1, mutually</p>
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<p>matter of past practice. Where such duties have been voluntary or rewarded with extra compensation, they shall continue to be voluntary and rewarded with extra compensation in accordance with Article 19, unless the employee and the employee's Department Head or Dean, in accordance with the procedures specified in Article 11.1, can mutually agree to reduce the rest of the employee's teaching load on a pro rata basis in lieu of extra compensation.</p>	<p>agree to reduce the employee's teaching load at other times during the year on a pro rata basis in lieu of extra compensation.</p>
<p>11.2.3 No employee shall be required to teach, perform research, or provide services outside of the employee's department or non-departmentalized College or outside of the employee's field of training or experience, except as may be required in accordance with Article 31 or except as may be specified in the letter of appointment or subsequently by amendment to the letter of appointment mutually agreed upon by the Employer and the employee, and subject to the approval of the Association. The Library shall be regarded as a non-departmentalized College for the purpose of this Article.</p>	<p>(b) No employee shall be required to teach extension, off-campus or non-credit classes, unless employees in a particular department or College have been required to teach such classes as part of their assigned duties as a matter of past practice. Where such duties have been voluntary or rewarded with extra compensation, they shall continue to be voluntary and rewarded with extra compensation in accordance with Article 19, unless the employee and the employee's Department Head or Dean, in accordance with the procedures specified in Article 11.1, can mutually agree to reduce the rest of the employee's teaching load on a pro rata basis in lieu of extra compensation.</p>
<p>11.2.4 The assignment of teaching schedules shall take into consideration the individual preferences of employees as well as such other matters as the integrity of academic programs and the constraints of the physical plant.</p>	<p>11.2.3 Except in the case of the terms of a joint appointment agreement under Article 13.10 or an associate membership agreement under Article 13.9, no employee shall be required to teach, perform research, or provide services outside of the employee's department or non-departmentalized College or outside of the employee's field of training or experience, except as may be required in accordance with Article 31 or except as may be specified in the letter of appointment or subsequently by amendment to the letter of appointment mutually agreed upon by the Employer and the employee, and subject to the approval of the Association. The Library shall be regarded as a non-departmentalized</p>
<p>11.2.5 The assignment of duties within the Library shall take account of the full range of responsibilities required for the effective functioning of the Library and the individual preferences of employees.</p>	
<p>11.2.6 <u>Hours of Work in Library.</u> Subject to Article 11.4, employees may be</p>	

<p>required to work at specified times including evenings and weekends provided that, except in emergencies, they shall be given seven days notice of the work schedule.</p>	<p>College for the purpose of this Article.</p>
<p>11.3 <u>Absence from Duties.</u></p>	<p>11.2.4 The assignment of teaching schedules shall take into consideration [] the priorities and integrity of academic programs, the constraints of the physical plant, and the individual preferences of employees.</p>
<p>11.3.1 Absence from duties for less than one month, except in the case of illness, shall be:</p> <ul style="list-style-type: none"> (i) arranged with the Department Head within guidelines established by the Dean in the case of departmentalized Colleges; (ii) arranged and approved by the Dean in the case of non-departmentalized Colleges; (iii) arranged and approved by the University Librarian in the case of the Library. 	<p>11.2.5 The assignment of duties within the Library shall take account of the full range of responsibilities required for the effective functioning of the Library and the individual preferences of employees.</p>
<p>11.3.2 Absence from duties for one month or more, except in the case of illness, requires the approval of the Dean, in addition to that required in Article 11.3.1.</p>	<p>11.2.6 Hours of Work in Library. Subject to Article 11.4, employees may be required to work at specified times including evenings and weekends provided that, except in emergencies, they shall be given seven days notice of the work schedule.</p>
<p>11.3.3 Employees shall arrange their vacations with their Department Head or Dean, as the case may be, in accordance with the provisions of Article 20.</p>	<p>11.3 <u>Absence from Duties.</u></p>
<p>11.4 <u>Fairness of Assignment of Duties.</u> Duties shall be assigned equitably among members of a department or a non-departmentalized College taking into consideration:</p>	<p>11.3.1 Absence from duties for less than one month, except in the case of illness, shall be:</p>
<ul style="list-style-type: none"> (i) the full range of academic responsibilities of individual members, including teaching, consultation with students, research and scholarly work, Library, extension and administrative work, and service 	<ul style="list-style-type: none"> (i) arranged with the Department Head within guidelines established by the Dean in the case of departmentalized Colleges; (ii) arranged and approved by the Dean in the case of non-departmentalized Colleges; (iii) arranged and approved by the [] Dean of Library in the case of the Library.
	<p>11.3.2 Absence from duties for one month or more, except in the case of illness, requires the approval of the Dean, in addition to that required in Article 11.3.1.</p>

<p>to clinical programs, to academic committees, to the public, to professional bodies, and to the Association; and</p> <p>(ii) relevant department, College and university standards for renewal of probation, tenure and promotion.</p> <p>11.5 <u>Grievance over Assignment of Duties.</u> Assignment of duties is subject to the grievance procedures set forth in Article 29.</p>	<p>11.3.3 Employees shall arrange their vacations with their Department Head or Dean, as the case may be, in accordance with the provisions of Article 20.</p> <p>11.4 <u>Fairness of Assignment of Duties.</u> Duties shall be assigned equitably among [] employees of a department or a non-departmentalized College taking into consideration:</p> <p>(i) the full range of academic responsibilities of individual [] employees, including teaching, [], research, [] scholarly and/or artistic work, Library work, extension work, administrative work, service to clinical programs, practice of professional skills, and public service and contributions to academic professional bodies and to the Association;</p> <p>(ii) the Guidelines for that academic unit developed pursuant to Article 11.5;</p> <p>(iii) the rank, status (full-time or part-time), and type of appointment (limited term, without term, probationary, or tenured) of individual employees; and</p> <p>(iv) relevant department, College and university standards for renewal of probation, tenure and promotion.</p> <p>11.5 <u>Guidelines for Assignment of Duties.</u></p> <p>11.5.1 Guidelines shall be developed by each academic unit, discussed at a meeting of the faculty of the unit, and ratified by secret ballot. Each employee shall receive a copy of the Guidelines. Guidelines shall be</p>
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reviewed periodically or at the request of the Dean, and revised according to the same process.

11.5.2 Guidelines shall take into consideration the full range of academic work of employees. Each academic unit shall be responsible for identifying the activities under the following criteria:

- (a) The priorities and integrity of the academic programs of the unit;**
- (b) The range of work required for renewal of probation, tenure and promotion, and the changing distribution of workload over the careers of employees;**
- (c) The full range of demands associated with teaching, including the nature of the course, course level and its enrollment, the methods of instruction and evaluation. Academic units may consider activities such as academic coaching, counseling, and mentoring, consultation with students, curriculum and course development, supervising academic and teaching assistants, and, where part of a employee's assigned duties, laboratory demonstration or supervision and tutorials;**
- (d) Supervisory work that is part of graduate and undergraduate teaching;**
- (e) Research, scholarly, and/or artistic work;**
- (f) Administrative work. Academic units may consider**

	<p>activities such as participation in departmental, college and University committees, participation in Association activities, manuscript and grant assessments, letters of recommendation, editorial or executive membership and policy research or writing for the profession;</p> <p>(g) Extension work;</p> <p>(h) Practice of professional skills;</p> <p>(i) Public service and contributions to academic and professional bodies. Academic units may consider activities such as service to the outside community, service on the editorial board of academic journals, executives of academic or professional bodies, or selection committees for granting agencies;</p> <p>(j) Work performed for other academic units or programs, including associate membership agreements and joint appointment agreements under Articles 13.9 or 13.10.</p> <p>11.6 <u>Grievance over Assignment of Duties.</u> Assignment of duties is subject to the grievance procedures set forth in Article 29.</p> <p>11.7 <u>Failure to Perform Duties.</u> Failure to perform duties is subject to the discipline procedures set forth in Article 32.</p>
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<p>13.1.4 <u>Special Lecturers.</u> The special lecturer rank is used for appointments made to accommodate the special requirements of the employee, the Employer, or both and for which the specific salary and other terms and conditions of employment have been approved by the Joint Committee for the Management of the Agreement. An appointment to the rank of Special Lecturer is a limited term appointment. A Special Lecturer who enters a probationary appointment immediately or within three years after the cessation of the appointment as Special Lecturer shall have the length of the period of probation determined by the Joint Committee for the Management of the Agreement.</p>	<p>13.1.4 <u>Special Lecturers.</u> The special lecturer rank is used for appointments made to accommodate the special requirements of the employee, the Employer, or both and for which the specific salary and other terms and conditions of employment have been approved by the Joint Committee for the Management of the Agreement. The Special Lecturer rank is in-scope of the Association. An appointment to the rank of Special Lecturer is a limited term appointment to which Article 13.3.2.1 applies. In exceptional circumstances, for reasons acceptable to the Joint Committee for Management of the Agreement, a Special Lecturer may be extended to a term longer than 5 years. A Special Lecturer who enters a probationary appointment immediately or within three years after the cessation of the appointment as Special Lecturer shall have the length of the period of probation determined by the Joint Committee for the Management of the Agreement.</p>
<p>13.2.1 <u>Part-Time Appointments.</u> A part-time appointment is one in which the faculty member's assigned duties require less than full-time employment and in which the faculty member is required to work on the basis of less than full days, less than full weeks or less than an academic term, or a combination of these. A sessional lecturer is a part-time teacher remunerated on a per-class basis. The term "clinical" is applied to certain part-time faculty members of the Health Science Colleges.</p>	<p>13.2.1 <u>Part-Time Appointments.</u> A part-time appointment is one in which the [] employee's assigned duties require less than full-time employment and in which the [] employee is required to work on the basis of less than full days, less than full weeks [], less than an academic term, or in the case of the Library less than six months, or a combination of these. A sessional lecturer is a part-time teacher remunerated on a per-class basis. The term "clinical" is applied to certain part-time faculty members of the Health Science Colleges.</p>

<p>13.3.1 <u>Probationary Appointments.</u> Appointments to the rank of Lecturer, Assistant Professor, Associate Professor, Librarian or Extension Specialist are probationary unless otherwise specified (see Articles 13.3.1.3, 13.3.2, 13.3.3). The initial probationary period shall be for three years. A probationary appointment or renewal does not imply ultimate appointment with tenure. Initial appointments taking effect before November 1 shall be considered, for purposes of calculating the period of probationary service, to have been made from July 1 of that year. Initial appointments taking effect on or after November 1 shall be considered, for purposes of calculating the period of probationary service, to have been made from July 1 of the succeeding year. Service in a limited term or without term appointment shall qualify as probationary service under certain conditions, if the employee so elects (see Articles 13.3.2.2, 13.3.3.3, 13.7.3 and 15.6). An employee may be promoted to a higher rank during the probationary period, but an employee so promoted shall complete the probationary period for the rank at which the employee was initially appointed. Continuity of probationary service shall not be interrupted by leave of absence from the University but the period of leave shall not count as qualifying service for tenure, except as provided for in Article 22.7.1.1.</p>	<p>13.3.1 <u>Probationary Appointments.</u> Appointments to the rank of Lecturer, Assistant Professor, Associate Professor, Librarian or Extension Specialist are probationary unless otherwise specified (see Articles 13.3.1.3, 13.3.2, 13.3.3). The initial probationary period shall be for three years. A probationary appointment or renewal does not imply ultimate appointment with tenure. Initial appointments taking effect before November 1 shall be considered, for purposes of calculating the period of probationary service, to have been made from July 1 of that year. Initial appointments taking effect on or after November 1 shall be considered, for purposes of calculating the period of probationary service, to have been made from July 1 of the succeeding year. Service in a limited term or without term appointment shall qualify as probationary service under certain conditions, if the employee so elects (see Articles 13.3.2.2, 13.3.3.3, 13.7.3 and 15.6). An employee may be promoted to a higher rank during the probationary period, but an employee so promoted shall complete the probationary period for the rank at which the employee was initially appointed. Continuity of probationary service shall not be interrupted by leave of absence from the University but the period of leave shall not count as qualifying service for tenure, except as provided for in Article [] 22.7.1.7.</p>
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<p>13.3.1.3 <u>Appointment of Associate Professor, Extension Specialist IV or Librarian IV with Tenure.</u> On the recommendation of the Search Committee and the Appointments Committee, an employee initially appointed as an Associate Professor, Extension Specialist IV or Librarian IV may be appointed with tenure if they have previously been awarded tenure at a comparable institution or have completed probationary service at a comparable institution equivalent to the minimum required at the University of Saskatchewan.</p>	<p>13.3.1.3 <u>Appointment of Associate Professor, Extension Specialist IV or Librarian IV with Tenure.</u> On the recommendation of the Search Committee and the Appointments Committee, an employee initially appointed as an Associate Professor, Extension Specialist IV or Librarian IV may be appointed with tenure if they have previously been awarded tenure at a comparable institution or have completed probationary service at a comparable institution equivalent to the minimum required at the University of Saskatchewan in accordance with Article 13.3.4.</p>
<p>13.3.1.4 <u>Professors.</u> On the recommendation of the Search Committee and the Appointments Committee, an employee initially appointed as a full-time Professor shall be appointed either with tenure or for a period of probation not exceeding two years.</p>	<p>13.3.1.4 <u>Professors.</u> On the recommendation of the Search Committee and the Appointments Committee, an employee initially appointed as a full-time Professor shall be appointed either with tenure or for a period of probation not exceeding two years in accordance with Article 13.3.4.</p>
<p>13.3.2 <u>Limited Term Appointments.</u> Appointments in accordance with Article 13.3.2.1 designated "with term" or "visiting" shall be for a limited term not exceeding five years. Limited term appointments are not tenurable.</p>	<p>13.3.2 <u>Limited Term Appointments.</u> Appointments in accordance with Article 13.3.2.1 designated "with term" or "visiting" shall be for a limited term not exceeding five years, except as described for a Special Lecturer in Article 13.1.4. Limited term appointments are not tenurable.</p>

<p>13.3.2.1 <u>Purpose of Limited Term Appointments...</u></p> <p>...</p> <p>(iv) a position is tenurable but, there has been inadequate opportunity to conduct a satisfactory search for an appointee; or</p> <p>...</p>	<p>13.3.2.1 <u>Purpose of Limited Term Appointments...</u></p> <p>...</p> <p>(iv) a position is tenurable, but [] there has been inadequate opportunity to conduct a satisfactory search for an appointee; or</p> <p>...</p>
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<p>13.3.2.2 <u>Length of Limited Term Appointments.</u> The length of the employment period will be clearly stated in the letter of appointment from the President. No right to tenure inheres in any position designated limited term or visiting, but full-time service in a limited term or visiting appointment may be counted as qualifying service if the employee is subsequently appointed to a tenurable rank, subject to the provisions of Articles 13.1.4, 13.3.1, 13.7.3 and 15.6. The maximum accumulated period for limited term appointments is five years.</p>	<p>13.3.2.2 <u>Length of Limited Term Appointments.</u> The length of the employment period will be clearly stated in the letter of appointment from the President. No right to tenure inheres in any position designated limited term or visiting, but full-time service in a limited term or visiting appointment may be counted as qualifying service if the employee is subsequently appointed to a tenurable rank, subject to the provisions of Articles 13.1.4, 13.3.1, 13.7.3 and 15.6. The maximum accumulated period for limited term appointments is five years, except as described for a Special Lecturer in Article 13.1.4.</p>
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<p>13.5.1 <u>Search Committee.</u> There shall be a Search Committee established in each department and non-departmentalized College chaired by the Department Head or Dean whenever a vacancy in the academic staff exists. The Committee shall consist of all employees holding probationary, continuing status or tenured appointments in the department or College. Where there are fewer than five members of the department, the College Review Committee shall co-opt faculty members from cognate</p>	<p>13.5.1 <u>Search Committee.</u> There shall be a Search Committee established in each department and non-departmentalized College chaired by the Department Head or Dean whenever a vacancy in the academic staff exists. The Committee shall consist of all employees holding probationary, continuing status or tenured appointments in the department or College. Where there are fewer than five members of the department, the College Review</p>
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departments to bring the membership of the Committee up to a minimum of five. An employee on leave who is a member of the Committee may, if present, participate and vote in the meetings of the Committee. The quorum shall be a majority of eligible members. Employees excluded because they are on leave or because of conflict of interest (Article 10.9) shall not be counted in order to determine the size of the Committee or the quorum. The Committee may delegate its work to a subcommittee provided that the Committee itself approves all recommendations made to the Appointments Committee (see below). The Search Committee and the head or Dean shall seek suitable candidates for the vacancy by means of advertising and distribution of notices of vacancy in accordance with published University Procedures. The Committee shall review the academic credentials, scholarly work, teaching experience, letters of recommendation, and any other relevant information about the candidates for the position and subsequently vote by secret ballot on the question "Shall appointment be recommended?". Where the vote is positive, a recommendation for appointment shall be forwarded to the Appointments Committee with the recorded vote. Where the appointee requires hospital privileges to perform the assigned duties, the Search Committee shall consult with the Physician Vice-President or designate of the Physician Vice-President representing the board of the health region prior to the vote. An employee on leave who is a member of a committee may, if present, participate and vote in the meetings of the committee.

Committee shall co-opt faculty members from cognate departments to bring the membership of the Committee up to a minimum of five. An employee on leave who is a member of the Committee may, if present, participate and vote in the meetings of the Committee. The quorum shall be a majority of eligible members. Employees excluded because they are on leave or because of conflict of interest (Article 10.9) shall not be counted in order to determine the size of the Committee or the quorum. The Committee may delegate its work to a subcommittee provided that the Committee itself approves all recommendations made to the Appointments Committee (see below). The Search Committee and the head or Dean shall seek suitable candidates for the vacancy by means of advertising and distribution of notices of vacancy in accordance with published University Procedures. The Committee shall review the academic credentials, scholarly work, teaching experience, letters of recommendation, and any other relevant information about the candidates for the position and subsequently vote by secret ballot on the question "Shall appointment be recommended?". Where the vote is positive, a recommendation for appointment shall be forwarded to the Appointments Committee with the recorded vote. Where the appointee requires hospital privileges to perform the assigned duties, the Search Committee shall consult with the Physician Vice-President or designate of the Physician Vice-President representing the board of the health region prior to the vote. []

13.5.3 Letter of Appointment. After an appointment has been approved by the Appointments Committee, the President or the President's designate shall send a letter offering an appointment to the candidate containing information as listed below. The letter of appointment shall specify conditions of employment agreed upon by the Appointments Committee which shall in no case be inconsistent with the terms and conditions of this Agreement. Except in the case of a reappointment, an offer of employment cannot be made at a salary above the ceiling for that rank according to Article 19.3.

- (i) salary, rank and incremental position within the salary range of the rank or, in exceptional circumstances, salary and rank. All exceptional circumstances will be reported to the Association, and in no case shall the salary be outside of the normal salary range of the rank;
- (ii) department, College or other administrative unit to which the candidate is to be appointed;
- (iii) outline of duties of the appointment;
- (iv) type of appointment;
- (v) length of initial probationary appointment or length of term if a limited term appointment;
- (vi) date of appointment;
- (vii) any other terms and conditions of employment pertaining to the appointment;
- (viii) a copy of this Agreement.

The Employer shall inform the Association within a reasonable time of

13.5.3 Letter of Appointment. After an appointment has been approved by the Appointments Committee, the President or the President's designate shall send a letter offering an appointment to the candidate, **and a copy of this agreement []**. The letter of appointment shall specify conditions of employment agreed upon by the Appointments Committee which shall in no case be inconsistent with the terms and conditions of this Agreement. Except in the case of a reappointment, an offer of employment cannot be made at a salary above the **Career Development Increase** ceiling for that rank according to Article 19.3 **except in accordance with the processes set out in Memorandum of Agreement No. ___ (Equity and Transparency in Setting Starting Salary Rates) for so long as that Memorandum of Agreement remains in force.**

The letter of appointment shall contain information as listed below:

- (i) salary, rank and [] **Career Development Increase Count [] and, where relevant, Special Increase Count;**
- (ii) department, College or other administrative unit to which the candidate is to be appointed;
- (iii) outline of duties of the appointment;
- (iv) type of appointment;
- (v) length of initial probationary

<p>the terms and conditions of each appointment in a form approved by the Joint Committee for the Management of the Agreement for that purpose.</p>	<p>appointment or length of term if a limited term appointment;</p> <p>(vi) date of appointment;</p> <p>(vii) any other terms and conditions of employment pertaining to the appointment;</p> <p>[]</p> <p>The Employer shall inform the Association within a reasonable time of the terms and conditions of each appointment in a form approved by the Joint Committee for the Management of the Agreement for that purpose. The Employer shall also provide a copy of the letter of appointment, and any accompanying documentation, to the Association. In addition to this agreement, the letter of appointment and any accompanying documentation constitute the entirety of the terms and conditions of each appointment. The letter of appointment may only be amended in accordance with Article 11.2.3.</p>
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<p>13.6.3 The Search Committee shall determine whether members on leave, or absent from one or more meetings, may vote, by mail ballot if necessary, on any question before it, on the basis of the extent to which their absence from some or all of the deliberations of the Committee is judged to be significant.</p>	<p>[]</p>
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<p><u>13.9 Associate Members of Departments.</u></p> <p>13.9.1 A faculty member or librarian with tenure or a probationary appointment in one department, College or the Library, or a person holding a permanent academic or professional appointment in the University, in a teaching hospital, or in an institution federated or affiliated with the University in accordance with <i>The University of Saskatchewan Act</i>, may be given an associate appointment in a department or College. The institution, College or department in which the permanent appointment is held is referred to as the principal unit, the College or department in which the associate membership is held is referred to as the secondary unit.</p> <p>Examples of the purposes for which associate appointments are suitable are:</p> <ul style="list-style-type: none"> (i) anticipated continuing involvement in supervision of graduate students in the secondary unit; (ii) offering a graduate or undergraduate class in the secondary unit; (iii) continuing contribution to the clinical activities of the secondary unit; (iv) extensive involvement in the research activities of the secondary unit; (v) continuing involvement in the development of academic programs in the secondary unit; (vi) continuing involvement in the extension activities of the secondary unit. 	<p><u>13.9 Associate Members of Departments.</u></p> <p>13.9.1 A faculty member or librarian with tenure or a probationary appointment in one department, College or the Library, or a person holding a permanent academic or professional appointment in the University, in a teaching hospital, or in an institution federated or affiliated with the University in accordance with <i>The University of Saskatchewan Act</i>, may be given an associate appointment in a department or College. The institution, College or department in which the permanent appointment is held is referred to as the principal unit, the College or department in which the associate membership is held is referred to as the secondary unit.</p> <p>Examples of the purposes for which associate appointments are suitable are [] supervision of graduate students, graduate or undergraduate course delivery, clinical activities; research activities; extension activities.</p> <p>13.9.2 Faculty members so appointed shall have the title "Associate Member" in the secondary unit. [] The extent of participation of an associate member in the committees of the secondary unit shall be related to the purpose of the associate member's conjunct appointment. Work done in the secondary unit shall be considered in assignment of duties (Article 11), and in consideration of renewal of probation (Article 14), tenure (Article 15), promotion (Article 16), and salary review (Article 17).</p> <p>13.9.3 <u>Covering Agreement.</u> [] To establish an associate membership:</p> <ul style="list-style-type: none"> (i) the [] faculty member and the
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<p>13.9.2 Faculty members so appointed shall have the title "Associate Member" in the secondary unit. In exceptional circumstances and with the approval of the Joint Committee for the Management of the Agreement certain faculty members may be given full academic rank in two units, but the principal unit in non-departmentalized Colleges must be specified.</p> <p>13.9.3 <u>Covering Agreement.</u></p> <p>13.9.3.1 When it is desired to establish an Associate Membership, the individual and the two heads or Deans concerned shall draft an agreement on the nature and extent of the individual's involvement with the secondary unit and the extent to which the individual shall participate in its meetings or committees.</p> <p>13.9.3.2 The agreement shall be submitted for approval to the two units, and, if approved, shall be forwarded through the Dean(s) of the units concerned (including the Dean of Graduate Studies and Research if graduate supervision is involved) to the Vice-President Academic and Provost for approval.</p> <p>13.9.3.3 After approval, the President shall inform the Associate Member, the Dean(s) and heads and shall provide the Association with the details of the agreement.</p> <p>13.9.3.4 Any Associate Membership shall be made for a limited period, normally not less than 3 years or more than 5 years. An Associate Membership may be renewed on the initiation of the secondary unit and with the concurrence of the head of the principal unit and the Dean(s).</p>	<p>two heads or Deans concerned shall draft an agreement on the nature and extent of the [] faculty member's involvement with the secondary unit;</p> <p>(ii) the agreement shall be submitted for approval to the two units, and, if approved, shall be forwarded through the Dean(s) of the units concerned (including the Dean of Graduate Studies and Research if graduate supervision is involved) to the Vice-President Academic and Provost for approval;</p> <p>(iii) after approval, the President shall inform the Associate Member, the Dean(s) and heads and shall provide the Association with the details of the agreement.</p> <p>13.9.4 Any Associate Membership shall be made for a limited period, normally not less than 3 years or more than 5 years. An Associate Membership may be renewed on the initiation of the secondary unit and with the concurrence of the head of the principal unit and the Dean(s). []</p> <p>13.9.5 Associate Membership shall not in any way limit the employee's rights, privileges or responsibilities in the employee's principal unit, and shall not be inconsistent with any of the terms of this Agreement. []</p>
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<p>13.9.4 <u>Committee Participation.</u></p> <p>13.9.4.1 Since an Associate Member does not have tenure in the secondary unit, an Associate Member shall not be a member of its tenure or promotions committees (unless co-opted under the provisions of Articles 15.9.1, 15.9.2, 16.4.1 or 16.4.2).</p> <p>13.9.4.2 The extent of participation of an Associate Member in the committees of the secondary unit shall be related to the purpose of the Associate Member's conjunct appointment.</p> <p>13.9.5 Associate Membership shall not in any way limit the employee's rights, privileges or responsibilities in the employee's principal unit, and shall not be inconsistent with any of the terms of this Agreement.</p> <p>13.9.6 Cross-appointments in existence on July 1, 1978, shall be reviewed by departments and Colleges and renewed or terminated. The titles in the secondary units shall be altered to Associate Member.</p>	
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NEW

13.10 Joint Members of Academic Units.

13.10.1 A joint appointment reflects the active and substantial involvement of an employee in the academic activities in more than one unit. An employee with an academic appointment in one academic unit may be given a joint appointment in another academic unit. The academic unit in which the permanent appointment is held is referred to as the primary unit and the academic unit in which the joint appointment is held is referred to as the secondary unit. A primary characteristic of a joint appointment is the assignment of duties by both the primary and secondary units.

Examples of the purposes for which joint appointments are suitable are:

- (i) continuing involvement in supervision of graduate students;
- (ii) continuing delivery of a graduate or undergraduate course;

- (iii) continuing contribution to clinical activities;
- (iv) extensive involvement in research activities;
- (v) continuing involvement in the development of academic programs;
- (vi) continuing involvement in extension activities.

13.10.2 Where a joint appointment in a secondary unit is anticipated, the provisions of Article 13.5.1.2 shall apply to the appointment process if it is not clear at the time of the search in which academic unit the appointment will be made. Once the primary and secondary units have been identified, the letter of appointment under Article 13.5.3 shall state the extent of the duties of the employee that will be assigned in each unit.

13.10.3 Employees so appointed shall have the title "Joint Member" in the secondary unit.

13.10.4 Covering Agreement.

13.10.4.1 When it is desired to establish a joint appointment, the employee and the two heads or Deans concerned shall draft an agreement on the nature and extent of the employee's involvement with the secondary unit and the extent to which the employee shall participate in its meetings or committees in order that work performed in both units is considered in the assignment of duties and the assessment of the employee in collegial processes. The employee may request the assistance of a representative of the Association in the drafting of the agreement. The following aspects shall be addressed in the agreement:

- (i) specification of the unit in which the employee is tenurable or tenured;
- (ii) mechanisms to ensure fairness in the assignment of duties in both units;
- (iii) mechanisms to ensure fairness in the assessment through the collegial processes (renewal of probation, tenure, promotion, salary review, and sabbatical leave entitlement);
- (iv) specification of the extent to which the joint member may participate in collegial processes other than those specified in the collective agreement in Articles 13, 14, 15, 16, and 17 in the secondary unit;
- (v) the length of the joint appointment if of limited term (13.10.4.4);
- (vi) mechanisms for ongoing consultation between the academic unit heads to ensure that any problems associated with the assignment of duties and assessment through the collegial processes may be addressed;
- (vii) mechanisms for the settlement of any disagreements that may arise in the assignment of duties and assessment through the collegial processes;

13.10.4.2 The agreement shall be submitted for approval to the two academic units, and, if approved, shall be forwarded through the Deans of the units concerned (including the

Dean of Graduate Studies and Research if graduate supervision is involved) to the Vice-President Academic and Provost for approval.

13.10.4.3 After approval, the Vice-President Academic and Provost shall provide a copy of the agreement to the joint member, the Dean(s) and heads, and the Association. The agreement may be modified with the consent of the two academic unit heads and the joint member and shall be forwarded through the Deans of the units concerned (including the Dean of Graduate Studies and Research if graduate supervision is involved) to the Vice-President Academic and Provost for approval. A copy of the modified agreement will be provided to the Association.

13.10.4.4 Except where made on the initial appointment, any joint appointment shall be made for a limited period, normally not less than 3 years or more than 5 years. Where made on appointment and subject to Article 13.10.4.1, the joint appointment agreement shall remain in effect unless the joint member or either head or Dean applies to terminate it. Application to terminate the joint appointment shall be forwarded through the Deans of the units concerned (including the Dean of Graduate Studies and Research if graduate supervision is involved) to the Vice-President Academic and Provost for approval. Notice of the termination of a joint appointment agreement shall be provided to the Association. A joint appointment may be renewed on the initiation of the secondary unit and with the concurrence of the head of the primary unit, the Dean(s), and the joint member and with approval as per Article 13.10.4.2.

13.10.5 Committee Participation. Since a joint member does not have tenure in the secondary unit, a joint member shall not be a member of the collegial committees referred to in Articles 13, 14, 15, 16, or 17 unless co-opted under the provisions of Articles 13.5.1, 15.9.1, 15.9.2, 16.4.1 or 16.4.2 or as provided for in any agreement under Article 13.10.4.1.

13.10.6 Joint appointment shall not in any way limit the employee's rights, privileges or responsibilities in the employee's primary unit, and shall not be inconsistent with any of the terms of this Agreement. Any disagreement that arises in respect of a joint appointment that cannot be resolved through the mechanisms specified in the agreement pursuant to Article 13.10.4.1 shall initially be referred to the Joint Committee for the Management of the Agreement for resolution.

CURRENT 13.10 TO BE RE-NUMBERED AS 13.11

<p>14.5.2 <u>Advising Probationary Candidates.</u> By May 31, the Department Head or Dean shall meet with each employee holding a probationary appointment in the department or non-departmentalized College, to discuss the employee's progress in meeting the approved departmental or College standards for the award of tenure. A written statement setting out the Department Head's or Dean's assessment, on a form uniquely used for this purpose, shall be transmitted in writing to the employee. This form shall be approved by the Joint Committee for the Management of the Agreement. If deficiencies are noted, the statement shall identify the relevant categories of the standards and shall suggest steps that the employee may take to rectify such perceived deficiencies. The employee shall be entitled to provide a written response to any statement made on the Progress Towards Tenure form within one week of the meeting with the Department Head or Dean. Given the formative nature of the process, the Progress Towards Tenure form and any written response from the employee shall not be used as evidence in meetings of the first level committee, either at the Department Renewals and Tenure Committee or the College Renewals and Tenure Committee. The Progress Towards Tenure form and any written response from the employee shall be admissible as evidence in reviews of negative decisions or appeals to the Renewals and Tenure Appeal Committee but shall not limit in any way the decisions of the review committees or renewals and tenure committees.</p>	<p>14.5.2 <u>Advising Probationary Candidates.</u> By May 31, the Department Head or Dean shall meet with each employee holding a probationary appointment in the department or non-departmentalized College, to discuss the employee's progress in meeting the approved departmental or College standards for the award of tenure. A written statement setting out the Department Head's or Dean's assessment, on a form uniquely used for this purpose, shall be transmitted in writing to the employee. This form shall be approved by the Joint Committee for the Management of the Agreement. If deficiencies are noted, the statement shall identify the relevant categories of the standards and shall suggest steps that the employee may take to rectify such perceived deficiencies. The employee shall be entitled to provide a written response to any statement made on the Progress Towards Tenure form within one week of the meeting with the Department Head or Dean. Given the formative nature of the process, the Progress Towards Tenure form and any written response from the employee shall not be used as evidence in meetings of the first level committee, either at the Department Renewals and Tenure Committee or the College Renewals and Tenure Committee. The Progress Towards Tenure form and any written response from the employee shall be admissible as evidence in reviews of negative decisions or appeals to the Renewals and Tenure Appeal Committee but shall not limit in any way the decisions of the review committees or renewals and</p>
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	<p>tenure committees. Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and shall convey information received in that consultation to the employee and in the written statement.</p>
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<p>14.5.7 (ii) It is the responsibility of the committee chair to gather information and documentation which the committee shall use when considering candidates for renewal of probationary appointments. This information should include, inter alia, data about the candidate's qualifications, scholarship and teaching, testimonials, proof of degrees, publications, class materials, and reports by peers who have seen the candidate teach. Student submissions are admissible if they are written expressions, prepared by individual students and signed, that give justification for their view. No anonymous material shall be introduced or considered except for student course evaluations which may be considered but only in accordance with Article 12.1.1. A candidate is entitled to request and receive from the chair of a committee a list of the items included in the documentation submitted to the committee for consideration of the candidate's case. If a candidate considers it necessary for a committee to have material additional to that mentioned above, which the chair collects, it is the responsibility of the candidate to obtain it and submit it to the chair.</p>	<p>14.5.7 (ii) It is the responsibility of the committee chair to gather information and documentation which the committee shall use when considering candidates for renewal of probationary appointments. This information should include, inter alia, data about the candidate's qualifications, scholarship and teaching, testimonials, proof of degrees, publications, class materials, and reports by peers who have seen the candidate teach. Student submissions are admissible if they are written expressions, prepared by individual students and signed, that give justification for their view. No anonymous material shall be introduced or considered except for student course evaluations which may be considered but only in accordance with Article 12.1.1. A candidate is entitled to request and receive from the chair of a committee a list of the items included in the documentation submitted to the committee for consideration of the candidate's case. If a candidate considers it necessary for a committee to have material additional to that mentioned above, which the</p>
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	<p>chair collects, it is the responsibility of the candidate to obtain it and submit it to the chair. Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and gather information in writing in respect of the same matters.</p>
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<p>15.10 <u>Powers of Committees.</u></p> <p>15.10.1 <u>Department Renewals and Tenure Committee.</u> The Department Renewals and Tenure Committee shall:</p> <ul style="list-style-type: none"> (i) propose the criteria and standards of performance to be used in assessing employees for renewal of probation and tenure and submit these to the College Review Committee for approval; (ii) submit to the College Review Committee the department's recommendations for renewal of probation and the award of tenure. <p>15.10.2 College Renewals and Tenure Committee. In a non-departmentalized College, the powers of the College Renewals and Tenure Committee shall be the same as those of the Department Renewals and Tenure Committee described in Article 15.10.1. The College Renewals and Tenure Committee shall report directly to the University Review Committee.</p> <p>15.10.3 <u>College Review Committee.</u> In a departmentalized College, the powers of the College Review Committee with</p>	<p>15.10 <u>Powers of Committees.</u></p> <p>15.10.1 <u>Department Renewals and Tenure Committee.</u> In keeping with Article 15.11 the Department Renewals and Tenure Committee shall:</p> <ul style="list-style-type: none"> (i) propose the criteria and standards of performance to be used in assessing employees for renewal of probation and tenure and submit these to the College Review Committee for approval; (ii) submit to the College Review Committee the department's recommendations for renewal of probation and the award of tenure. <p>15.10.2 College Renewals and Tenure Committee. In a non-departmentalized College, the powers of the College Renewals and Tenure Committee shall be the same as those of the Department Renewals and Tenure Committee described in Article 15.10.1. The College Renewals and Tenure Committee shall report directly to the University Review Committee.</p> <p>15.10.3 <u>College Review Committee.</u> In keeping with Article 15.11 in a departmentalized College, the powers of the College Review Committee with</p>
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<p>respect to renewal of probation and tenure shall be:</p> <ul style="list-style-type: none"> (i) to co-opt tenured employees to renewals and tenure committees where the membership is fewer than five; (ii) to receive and review departmental criteria and standards of performance for renewal of probation and tenure and use them as the basis for formulating College criteria and standards; (iii) to submit the College's criteria and standards of performance for renewal of probation and tenure to the University Review Committee for approval; (iv) to approve departmental criteria and standards of performance for renewal of probation and tenure if they are consistent with the criteria and standards of the College and the University; (v) to review departmental recommendations for renewal of probation and tenure and approve them if they are not inconsistent with the criteria and standards of performance established by the Department and College; (vi) to review departmental recommendations against renewal of probation and award of tenure, receiving and considering a written appeal and hearing an oral presentation from the employee concerned, if that employee wishes to present such evidence in accordance with Article 14.5.5 or Article 15.12.6; (vii) to submit the College's positive recommendations for renewal of 	<p>respect to renewal of probation and tenure shall be:</p> <ul style="list-style-type: none"> (i) to co-opt tenured employees to renewals and tenure committees where the membership is fewer than five; (ii) from time to time to require that departments review and revise standards of performance; (iii) to receive and review departmental criteria and standards of performance for renewal of probation and tenure and use them as the basis for formulating College criteria and standards. The College Review Committee shall establish criteria and standards after receiving and reviewing standards from all departments. If a department does not develop standards within a reasonable time after being requested to do so by the College Review Committee, the College Review Committee may use the standards developed by the other departments in the college as the basis for formulating College criteria and standards; (iv) to submit the College's criteria and standards of performance for renewal of probation and tenure to the University Review Committee for approval; (v) to approve departmental criteria and standards of performance and tenure if they are consistent with the criteria and standards of the College and the University. In the absence of approved Department standards the College standards shall apply.
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<p>probation to the President for transmission to the Board; its negative recommendations for renewal of probation to the University Review Committee; all its recommendations concerning the award of tenure to the University Review Committee.</p> <p>15.10.4 <u>University Review Committee</u>. The powers of the University Review Committee with respect to renewal of probation and tenure shall be:</p> <ul style="list-style-type: none"> (i) to receive and review College criteria and standards of performance for renewal of probation and tenure and use them as the basis for formulating University criteria and standards; (ii) to establish the University's criteria and standards of performance for renewal of probation and tenure; (iii) to communicate the University's criteria and standards for renewal of probation and tenure to the College Review Committees; (iv) to review College recommendations for the renewal of probation from College renewal and tenure committees and all College recommendations for the award of tenure and approve them if they are not inconsistent with the standards of the Department, College, and University; (v) to review College recommendations against renewal of probation and award of tenure, receiving and considering a written appeal and hearing an oral presentation from the employee concerned if that employee wishes to present such 	<ul style="list-style-type: none"> (vi) to review departmental recommendations for renewal of probation and approve them if they are not inconsistent with the criteria and standards of performance established by the Department and College; (vii) to review departmental recommendations against renewal of probation and award of tenure, receiving and considering a written appeal and hearing an oral presentation from the employee concerned, if that employee wishes to present such evidence in accordance with Article 14.5.5 or Article 15.12.6; (viii) to submit the College's positive recommendations for renewal of probation to the President for transmission to the Board; its negative recommendations for renewal of probation to the University Review Committee; all its recommendations concerning the award of tenure to the University Review Committee. <p>15.10.4 <u>University Review Committee</u>. The powers of the University Review Committee with respect to renewal of probation and tenure shall be:</p> <ul style="list-style-type: none"> (i) from time to time require that departments and colleges review and revise standards of performance; (ii) to receive [], review and approve College criteria and standards of performance for renewal of probation and tenure and use them as the basis for formulating University criteria and standards. The University Review Committee shall establish criteria and standards after receiving and reviewing
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evidence in accordance with Article 14.5.5 or Article 15.12.6;

- (vi) to submit to the President for transmission to the Board its recommendations for renewal of probation and the award of tenure.

15.10.5 Renewals and Tenure Appeal Committee. For the powers and procedures of the Renewals and Tenure Appeal Committee see Article 15.13.

standards from all Colleges. If a College does not develop standards within a reasonable time after being requested to do so by the University Review Committee, the University Review Committee may use the standards developed by the other Colleges in the University as the basis for formulating University criteria and standards. In the absence of approved College standards the University standards shall apply;

- (iii) to establish the University's criteria and standards of performance for renewal of probation and tenure;
- (iv) to communicate the University's criteria and standards for renewal of probation and tenure to the College Review Committees;
- (v) to review College recommendations for the renewal of probation from College renewal and tenure committees and all College recommendations for the award of tenure and approve them if they are not inconsistent with the standards of the Department, College, and University;
- (vi) to review College recommendations against renewal of probation and award of tenure, receiving and considering a written appeal and hearing an oral presentation from the employee concerned if that employee wishes to present such evidence in accordance with Article 14.5.5 or Article 15.12.6;
- (vii) to submit to the President for transmission to the Board its

	<p>recommendations for renewal of probation and the award of tenure.</p> <p>15.10.5 <u>Renewals and Tenure Appeal Committee</u>. For the powers and procedures of the Renewals and Tenure Appeal Committee see Article 15.13.</p>
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<p>15.11 <u>Basis for Tenure</u>. It is accepted that the criteria for the award of tenure may differ from department to department and from College to College as a result of conditions that are internal and external to the University. In all cases, standards of performance must be considered under various categories, and within these categories different standards may be set by departments and Colleges in keeping with their own particular circumstances. Standards of performance shall be established in the following categories:</p> <ul style="list-style-type: none"> (i) academic credentials (degrees, diplomas, professional qualifications, etc.); (ii) teaching ability and performance where teaching is part of assigned duties; (iii) knowledge of the discipline and field of specialization; (iv) research, scholarly and/or artistic work; (v) practice of professional skills; (vi) contributions to the administrative or extension responsibilities of the department, College, or University, or both; (vii) public service and contributions to academic and professional bodies. 	<p>15.11 <u>Basis for Tenure</u>. It is accepted that the criteria for the award of tenure may differ from department to department and from College to College as a result of conditions that are internal and external to the University. In all cases, the University standards are the minimum acceptable standards of performance and must be considered under various categories, and within these categories different standards may be set by departments and Colleges in keeping with their own particular circumstances. Approved Department standards take precedence over College standards, and approved College standards take precedence over University Standards. Standards of performance shall be established in the following categories:</p> <ul style="list-style-type: none"> (i) academic credentials (degrees, diplomas, professional qualifications, etc.); (ii) teaching ability and performance where teaching is part of assigned duties; (iii) knowledge of the discipline and field of specialization; (iv) research, scholarly and/or artistic work; (v) practice of professional skills; (vi) contributions to the
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	<p>administrative or extension responsibilities of the department, College, or University, or both;</p> <p>(vii) public service and contributions to academic and professional bodies.</p>
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<p>15.12.2 <u>Advising Probationary Candidates.</u> By May 31, the Department Head or Dean shall meet with each employee holding a probationary appointment in the department or non-departmentalized College, to discuss the employee's progress in meeting the approved departmental or College standards for the award of tenure. A written statement setting out the Department Head's or Dean's assessment, on a form uniquely used for this purpose, shall be transmitted to the employee. This form shall be approved by the Joint Committee for the Management of the Agreement. If deficiencies are noted, the statement shall identify the relevant categories of the standards and shall suggest steps that the employee may take to rectify such perceived deficiencies. The employee shall be entitled to provide a written response to any statement made on the Progress Towards Tenure form within one week of the meeting with Department Head or Dean. Given the formative nature of the process, the Progress Towards Tenure form and any written response from the employee shall not be used as evidence in meetings of the first level committee, either at the Department Renewals and Tenure Committee or the College Renewals and Tenure Committee. The Progress Towards Tenure form and any written response from the employee shall be admissible as evidence in reviews of negative decisions or appeals to the Renewals and Tenure Appeal Committee but shall not limit in any way the decisions of the</p>	<p>15.12.2 <u>Advising Probationary Candidates.</u> By May 31, the Department Head or Dean shall meet with each employee holding a probationary appointment in the department or non-departmentalized College, to discuss the employee's progress in meeting the approved departmental or College standards for the award of tenure. A written statement setting out the Department Head's or Dean's assessment, on a form uniquely used for this purpose, shall be transmitted to the employee. This form shall be approved by the Joint Committee for the Management of the Agreement. If deficiencies are noted, the statement shall identify the relevant categories of the standards and shall suggest steps that the employee may take to rectify such perceived deficiencies. The employee shall be entitled to provide a written response to any statement made on the Progress Towards Tenure form within one week of the meeting with Department Head or Dean. Given the formative nature of the process, the Progress Towards Tenure form and any written response from the employee shall not be used as evidence in meetings of the first level committee, either at the Department Renewals and Tenure Committee or the College Renewals and Tenure Committee. The Progress Towards Tenure</p>
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<p>review committees or renewals and tenure committees.</p>	<p>form and any written response from the employee shall be admissible as evidence in reviews of negative decisions or appeals to the Renewals and Tenure Appeal Committee but shall not limit in any way the decisions of the review committees or renewals and tenure committees. Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and shall convey information received in that consultation the employee and in the written statement.</p>
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<p>15.12.3 <u>Voting Procedures.</u></p> <p>. . .</p> <p>(ii) a quorum shall be two-thirds of the members of a committee taken to the nearest integer. Employees on leave or excluded because of conflict of interest shall not be counted in order to determine if a meeting has a quorum. However, an employee on leave who is a member of a committee may, if present, participate and vote in the meetings of the committee.</p> <p>(iii) the decision on tenure shall be by simple majority of the vote of those voting. The vote of any member abstaining shall not be counted in support of either the affirmative or negative view. A tie vote means the motion is lost. The vote shall be taken in response to the question: "Shall tenure be granted?";</p> <p>. . .</p>	<p>15.12.3 <u>Voting Procedures.</u></p> <p>. . .</p> <p>(ii) a quorum shall be two-thirds of the members of a committee taken to the nearest integer. Employees on leave or excluded because of conflict of interest shall not be counted in order to determine the size of committee if a meeting has a quorum. However, an employee on leave who is a member of a committee may, if present, participate and vote in the meetings of the committee.</p> <p>(iii) the decision on tenure shall be by simple majority of the vote of those voting. The vote of any member abstaining shall not be counted in support of either the affirmative or negative view. A tie vote means the motion is lost. The vote shall be taken in response to the question: "Shall tenure be [] recommended?";</p> <p>. . .</p>
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15.12.4 Candidate to be Informed. A candidate shall be sent written notice of the disposition of a tenure decision, by the chair of the committee, within one week of the decision being made. If the decision is to deny tenure to the candidate, the advice shall include information on the candidate's right of appeal and the procedure to be followed by the candidate in initiating an appeal.

. . .

15.12.4 Candidate to be Informed. A candidate shall be sent written notice of the disposition of a tenure decision, by the chair of the committee, within one week of the decision being made. If the decision is to deny tenure to the candidate, the advice shall include information on the candidate's right **to withdraw in accordance with Article 15.12.5 and on the right** of appeal and the procedure to be followed by the candidate in initiating an appeal.

. . .

15.12.8 Information and Committee Procedures.

(ii) It is the responsibility of the committee chair to gather information and documentation which the committee shall use when considering candidates for tenure. This information and documentation should include, inter alia, data about the candidate's qualifications, scholarship and teaching, testimonials, proof of degrees, publications, class materials, and reports by peers who have seen the candidate teach. Student submissions are admissible if they are written expressions, prepared by individual students and signed, that give justification for their view. No anonymous material shall be introduced or considered except for student course evaluations which may be considered but only in accordance with Article 12.1.1. A candidate is entitled to request and receive from the chair of a committee a list of the items included in the documentation submitted to the committee for consideration of the candidate's

15.12.8 Information and Committee Procedures.

(ii) It is the responsibility of the committee chair to gather information and documentation which the committee shall use when considering candidates for tenure. This information and documentation should include, inter alia, data about the candidate's qualifications, scholarship and teaching, testimonials, proof of degrees, publications, class materials, and reports by peers who have seen the candidate teach. Student submissions are admissible if they are written expressions, prepared by individual students and signed, that give justification for their view. No anonymous material shall be introduced or considered except for student course evaluations which may be considered but only in accordance with Article 12.1.1. A candidate is entitled to request and receive from the chair of a committee a list of the items included in the documentation submitted to the committee for

<p>case. If a candidate considers it necessary for a committee to have material additional to that mentioned above, which the chair collects, it is the responsibility of the candidate to obtain it and submit it to the chair.</p>	<p>consideration of the candidate's case. If a candidate considers it necessary for a committee to have material additional to that mentioned above, which the chair collects, it is the responsibility of the candidate to obtain it and submit it to the chair. Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and gather information in writing in respect of the same matters.</p>
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<p>15.13 <u>Renewals and Tenure Appeal Committee: Powers and Procedures.</u></p> <p>(xvi) shall determine the appeal by simple majority vote. The Chair shall vote only to break a tie. If the appeal is unsuccessful, the committee may recommend an extension of probation up to a maximum of two years. However, an employee may only receive one such extension.</p>	<p>15.13 <u>Renewals and Tenure Appeal Committee: Powers and Procedures.</u></p> <p>(xvi) shall determine the appeal by simple majority vote. The Chair shall vote only to break a tie. If the appeal is unsuccessful, the committee may recommend an extension of probation up to a maximum of two years notwithstanding the provisions of Article 13.3.1.1, 13.3.1.2, and 13.3.1.4. However, an employee may only receive one such extension.</p>
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<p>16.1 An employee shall be considered formally for promotion to the next rank if:</p> <ul style="list-style-type: none"> (i) the employee is an Instructor whose salary is five or more Career Development Increases above the salary floor for that rank, or who has received a total of five Career Development Increases and Special Salary Increases; (ii) the employee is a Lecturer whose salary is five or more Career Development Increases above the salary floor for that rank, or who has received a total of five Career Development Increases and Special Salary Increases; (iii) the employee is an Assistant Professor whose salary is five or more Career Development Increases above the salary floor for that rank, or who has received a total of five Career Development Increases and Special Salary Increases in that rank; (iv) the employee is an Associate Professor whose salary is six or more Career Development Increases above the salary floor for that rank, or who has received a total of six Career Development Increases and Special Salary Increases in that rank. (v) the employee is a librarian or an extension specialist whose salary is five or more Career Development Increases above the salary floor for that rank, or who has received a total of five Career Development Increases and Special Salary Increases in that rank. 	<p>[]</p> <p>16.1 []. An employee may be considered for promotion to the next rank in any year.</p>
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<p>Any employee may request, in writing, that consideration of promotion be deferred for that year. An employee also may request, in writing, that consideration of promotion be deferred indefinitely until the employee requests, in writing, to be reconsidered, in accordance with Article 16.7 (i).</p> <p>16.2 <u>Early Promotion.</u> An employee may be considered for promotion to the next rank in any year.</p>	
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<p>16.3 <u>Salary Increases on Promotion.</u> When an employee is promoted, the employee's total salary increase shall not be less than an amount equal to the sum of the salary scale adjustment plus the Career Development Increase of the rank from which the employee has been promoted.</p> <p>16.3.1 The cost of all promotions shall be met out of salary funds.</p>	<p>16.3 <u>Salary Increases on Promotion for Librarians.</u> When a <input type="checkbox"/> Librarian is promoted and is eligible for a Career Development Increase, the <input type="checkbox"/> Librarian's total salary increase shall <input type="checkbox"/> be one Career Development Increase of the rank to which the employee has been promoted.</p> <p><input type="checkbox"/>]</p> <p>Renumber remaining articles.</p>
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<p>16.4.5.1 <u>Promotions Appeal Panel.</u> The Promotion Appeals Panel shall consist of those members of the Renewals and Tenure Appeal Panel who hold the rank of Professor.</p>	<p>16.4.5.1 <u>Promotions Appeal Panel.</u> The Promotions Appeals Panel shall consist of those members of the Renewals and Tenure Appeal Panel who hold the rank of Professor.</p>
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<p>16.5 <u>Powers of the Committees.</u></p> <p>16.5.1 <u>Department Promotions Committee.</u> The powers of the Department Promotions Committee for each rank shall be:</p> <p>(i) to propose the standards of performance to be used in assessing employees for promotion for each rank and to submit these to the College Review Committee for approval;</p>	<p>16.5 <u>Powers of the Committees.</u></p> <p>16.5.1 <u>Department Promotions Committee. In keeping with Article 15.11,</u> the powers of the Department Promotions Committee for each rank shall be:</p> <p>(i) to propose the standards of performance to be used in assessing employees for promotion for each rank and to submit these to the College Review Committee for approval;</p>
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<p>(ii) to submit to the College Review Committee the department's recommendations for promotion.</p>	<p>(ii) to submit to the College Review Committee the department's recommendations for promotion.</p>
<p>16.5.2 <u>College Promotions Committee.</u> In a non-departmentalized College, the powers of the College Promotions Committee for each rank shall be the same as those of a Department Promotions Committee, except that it shall submit its recommendations directly to the University Review Committee or to the President, in accordance with the roles of the College and University Review Committees as described in Articles 16.5.3 and 16.5.4.</p>	<p>16.5.2 <u>College Promotions Committee.</u> In a non-departmentalized College, the powers of the College Promotions Committee for each rank shall be the same as those of a Department Promotions Committee, except that it shall submit its recommendations directly to the University Review Committee or to the President, in accordance with the roles of the College and University Review Committees as described in Articles 16.5.3 and 16.5.4.</p>
<p>16.5.3 <u>College Review Committee.</u> In departmentalized Colleges, the powers of the College Review Committee with respect to promotions shall be:</p> <ul style="list-style-type: none"> (i) to receive and review departmental standards of performance for promotion and use them as the basis for formulating College standards; (ii) to submit the College's standards of performance for promotion for each rank to the University Review Committee for approval; (iii) to approve departmental criteria and standards for promotion if they are not inconsistent with the criteria and standards of the College and the University; (iv) to receive and consider written appeals from individual employees when the departmental recommendation is against promotion; (v) to review departmental recommendations for promotion 	<p>16.5.3 <u>College Review Committee.</u> In keeping with Article 15.11, in departmentalized Colleges, the powers of the College Review Committee with respect to promotions shall be:</p> <ul style="list-style-type: none"> (i) to co-opt tenured employees to promotions committees where the membership is fewer than five; (ii) from time to time to require that departments review and revise standards of performance; (iii) to receive and review departmental criteria and standards of performance for promotion and use them as the basis for formulating College criteria and standards. The College Review Committee shall establish criteria and standards after receiving and reviewing standards from all departments. If a department does not develop standards within a reasonable time after being requested to do so by

<p>and approve them if they are not inconsistent with the criteria and standards of performance established by the department and College;</p> <p>(vi) to submit the College's recommendations for promotion to the University Review Committee for the cases to be reviewed by that Committee (see Article 16.5.4 (v));</p> <p>(vii) to submit to the President, for transmission to the Board, the College's other recommendations for promotion.</p> <p>16.5.4 <u>University Review Committee.</u> The powers of the University Review Committee with respect to promotions shall be:</p> <p>(i) to receive and review College criteria and standards of performance for promotion for each rank and use them as the basis for formulating University criteria and standards;</p> <p>(ii) to establish the University's criteria and standards of promotion for each rank;</p> <p>(iii) to communicate the University's criteria and standards of promotion for each rank to College Promotions and Review Committees;</p> <p>(iv) to receive and consider written appeals from individual employees when the College recommendation is against promotion to the ranks specified in (v) below;</p> <p>(v) to receive and review College recommendations for promotion to the ranks of Professor,</p>	<p>the College Review Committee, the College Review Committee may use the standards developed by the other departments in the College as the basis for formulating College criteria and standards;</p> <p>(iv) to approve departmental criteria and standards of performance for promotion if they are not inconsistent with the criteria and standards of the College and the University. In the absence of approved departmental standards, the College standards shall apply;</p> <p>(v) to submit the College's standards of performance for promotion for each rank to the University Review Committee for approval;</p> <p>(vi) to receive and consider written appeals from individual employees when the departmental recommendation is against promotion;</p> <p>(vii) to review departmental recommendations for promotion and approve them if they are not inconsistent with the criteria and standards of performance established by the department and College;</p> <p>(viii) to submit the College's recommendations for promotion to the University Review Committee for the cases to be reviewed by that Committee (see Article 16.5.4 [] (v));</p> <p>(ix) to submit to the President, for transmission to the Board, the College's other recommendations for promotion.</p> <p>16.5.4 <u>University Review Committee.</u> The</p>
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<p>Extension Specialist IV and Librarian IV and approve them if they are not inconsistent with the standards of the department, College, and the University;</p> <p>(vi) to receive oral presentations from the chairs of subordinate committees when the University Review Committee deems it appropriate;</p> <p>(vii) to submit to the President for transmission to the Board the University's recommendations for promotion.</p>	<p>powers of the University Review Committee with respect to promotions shall be:</p> <p>(i) from time to time to require that Colleges review and revise standards of performance;</p> <p>(ii) to receive, [] review and approve College criteria and standards of performance for promotion for each rank and use them as the basis for formulating University criteria and standards. The University Review Committee shall establish criteria and standards after receiving and reviewing standards from all Colleges. If a College does not develop standards within a reasonable time after being requested to do so by the University Review Committee, the University Review Committee may use the standards developed by the other Colleges in the University as the basis for formulating University criteria and standards. In the absence of approved College standards the University standards shall apply;</p> <p>(iii) to establish the University's criteria and standards of promotion for each rank;</p> <p>(iv) to communicate the University's criteria and standards of promotion for each rank to College Promotions and Review Committees;</p> <p>(v) to receive and consider written appeals from individual employees when the College recommendation is against promotion to the ranks specified in [] (v) below;</p>
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	<p>(vi) to receive and review College recommendations for promotion to the ranks of Professor, Extension Specialist IV and Librarian IV and approve them if they are not inconsistent with the standards of the department, College, and the University;</p> <p>(vii) to receive oral presentations from the chairs of subordinate committees when the University Review Committee deems it appropriate;</p> <p>(viii) to submit to the President for transmission to the Board the University's recommendations for promotion.</p> <p>16.5.5 <u>Basis for Promotion.</u> The basis for promotion shall be as for the award of tenure under Article 15.11.</p> <p>RENUMBER the current 16.5.5 as 16.5.6</p>
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<p>16.6.1 <u>Advising Candidates for Promotion.</u> By May 31, the Department Head or Dean shall meet with each employee in the department or non-departmentalized College to discuss the employee's progress in meeting the approved departmental or College standards for promotion. A written statement setting out the Department Head's or Dean's assessment, on a form uniquely used for this purpose, shall be transmitted to the employee. This form shall be approved by the Joint Committee for the Management of the Agreement. If deficiencies are noted, the statement shall identify the relevant</p>	<p>16.6.1 <u>Advising Candidates for Promotion.</u> By May 31, the Department Head or Dean shall meet with each employee in the department or non-departmentalized College to discuss the employee's progress in meeting the approved departmental or College standards for promotion. A written statement setting out the Department Head's or Dean's assessment, on a form uniquely used for this purpose, shall be transmitted to the employee. This form shall be approved by the Joint Committee for the Management of the Agreement. If deficiencies are noted, the statement shall identify the relevant</p>
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<p>categories of the standards and shall suggest steps that the employee may take to rectify such perceived deficiencies. The employee shall be entitled to provide a written response to any statement made on the Progress Towards Promotion form within one week of the meeting with Department Head or Dean. Given the formative nature of the process, the Progress Towards Promotion form and any written response from the employee shall not be used as evidence in meetings of the first level committee, either at the Department Promotions Committee or the College Promotions Committee. The Progress Towards Promotion form and any written response from the employee shall be admissible as evidence in reviews of negative decisions or appeals to the Promotions Appeal Committee but shall not limit in any way the decisions of the review committees or appeal committees.</p> <p>16.6.6 (ii) it is the responsibility of the committee chair to gather information and documentation which the committee shall use when considering candidates for promotion. This information and documentation should include, inter alia, data about the candidate's qualifications, scholarship and teaching, testimonials, proof of degrees, publications, class materials, and reports by peers who have seen the candidate teach. Student submissions are admissible if they are written expressions, prepared by individual students and signed,</p>	<p>categories of the standards and shall suggest steps that the employee may take to rectify such perceived deficiencies. The employee shall be entitled to provide a written response to any statement made on the Progress Towards Promotion form within one week of the meeting with Department Head or Dean. Given the formative nature of the process, the Progress Towards Promotion form and any written response from the employee shall not be used as evidence in meetings of the first level committee, either at the Department Promotions Committee or the College Promotions Committee. The Progress Towards Promotion form and any written response from the employee shall be admissible as evidence in reviews of negative decisions or appeals to the Promotions Appeal Committee but shall not limit in any way the decisions of the review committees or appeal committees. Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and shall convey information received in that consultation to the employee and in the written statement.</p> <p>16.6.6 (ii) it is the responsibility of the committee chair to gather information and documentation which the committee shall use when considering candidates for promotion. This information and documentation should include, inter alia, data about</p>
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that give justification for their view. No anonymous material shall be introduced or considered except for student course evaluations which may be considered but only in accordance with Article 12.1.1. A candidate is entitled to request and receive from the chair of a committee a list of the items included in the documentation submitted to the committee for consideration of the candidate's case. If a candidate considers it necessary for a committee to have material additional to that mentioned above, which the chair collects, it is the responsibility of the candidate to obtain it and submit it to the chair. Special Library skills and teaching, where teaching is part of assigned duties, shall be criteria when considering promotion of librarians and reports by peers who have worked with the candidate may be included;

the candidate's qualifications, scholarship and teaching, testimonials, proof of degrees, publications, class materials, and reports by peers who have seen the candidate teach. Student submissions are admissible if they are written expressions, prepared by individual students and signed, that give justification for their view. No anonymous material shall be introduced or considered except for student course evaluations which may be considered but only in accordance with Article 12.1.1. A candidate is entitled to request and receive from the chair of a committee a list of the items included in the documentation submitted to the committee for consideration of the candidate's case. If a candidate considers it necessary for a committee to have material additional to that mentioned above, which the chair collects, it is the responsibility of the candidate to obtain it and submit it to the chair. Special Library skills and teaching, where teaching is part of assigned duties, shall be criteria when considering promotion of librarians and reports by peers who have worked with the candidate may be included. **Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and gather information in writing in respect of the same matters;**

<p>16.7 <u>Dates.</u> The following dates shall apply to promotions cases:</p> <ul style="list-style-type: none"> (i) by February 28, employees who have elected indefinite deferrals but wish to be considered in the following academic year for promotion should advise their Department Head (or Dean of a non-departmentalized College) that they plan to be considered for promotion; (ii) by May 31, the Department Head (or Dean of a non-departmentalized College) shall have met with each candidate, other than those who have requested indefinite deferral, as described in Article 16.6.1; <p>. . .</p>	<p>16.7 <u>Dates.</u> The following dates shall apply to promotions cases:</p> <p>[]</p> <ul style="list-style-type: none"> (i) by May 31, the Department Head (or Dean of a non-departmentalized College) shall have met with each candidate, [] as described in Article 16.6.1; (ii) Candidates shall advise their Department Head or Dean by June 15 of their decision to seek promotion in the following academic year; <p>RENUMBER REMAINING ARTICLES.</p>
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<p>17.1 <u>Types of Salary Actions.</u> In addition to the salary scale adjustment, each employee shall be eligible for one of the following types of salary actions each year:</p> <ul style="list-style-type: none"> (i) awarding a Career Development Increase; (ii) awarding a partial Career Development Increase; (iii) awarding a fraction of a Career Development Increase; (iv) awarding a Special Increase; (v) awarding a Special Increase plus one of (i), (ii) or (iii); (vi) withholding a Career Development Increase. 	<p>17.1 <u>Types of Salary Actions.</u> In addition to the salary scale adjustment, each employee [] may be eligible for one of the following types of salary actions each year as appropriate:</p> <ul style="list-style-type: none"> (i) awarding a Career Development Increase; (ii) awarding a partial Career Development Increase; (iii) awarding a fraction of a Career Development Increase; (iv) awarding a Special Increase; (v) awarding a Special Increase plus one of (i), (ii) or (iii); (vi) withholding a Career Development Increase.
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<p>17.1.1 <u>Awarding of Career Development Increases.</u> Career Development Increases are given in recognition of</p>	<p>17.1.1 <u>Awarding of Career Development Increases.</u> Career Development Increases are given in recognition of</p>
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<p>added experience, ability and scope of responsibilities. They are granted to all employees whose duties are performed at a level of competence acceptable for each rank and may be withheld only in accordance with the procedures of Article 32 and the provisions of Article 19.7.</p>	<p>added experience, ability and scope of responsibilities. They are granted to all employees whose duties are performed at a level of competence acceptable for each rank and who are eligible according to Article 19. A Career Development Increase [] may be withheld only in accordance with the procedures of Article 32 and the provisions of Article 19.7.</p>
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<p>17.1.2 <u>Awarding of a Fraction of a Career Development Increase.</u> An employee whose base salary is less than a partial-sized Career Development Increase from the ceiling and who is denied promotion in accordance with Article 16 of this Agreement shall be granted a fraction of a Career Development Increase which will bring the employee's salary to the ceiling for the employee's rank.</p>	<p>17.1.2 <u>Awarding of a Fraction of a Career Development Increase.</u> An employee whose base salary is less than a partial-sized Career Development Increase from the ceiling and who is denied promotion in accordance with Article 16 of this Agreement shall be granted a fraction of a Career Development Increase which will bring the employee's salary to the ceiling for the employee's rank.</p> <p>Effective July 1, 2007 an employee whose base salary is less than the remaining full or partial-sized Career Development Increases from the maximum CDI count for the rank shall be granted a fraction of a Career Development Increase which will bring the employee's CDI count to the maximum for the employee's rank.</p>
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<p>17.4.2 <u>Advising Faculty.</u> Each academic year, the Department Head (or Dean of a non-departmentalized College) shall meet with each employee to advise the employee of the department's and College's standards for salary recommendations. In the case of a Department Head, the Dean shall advise the Department Head of the department's and College's standards for salary recommendations. The employee shall be provided by the Department Head (or Dean) with a written copy of the department's or College's recommendation including the priority ranking, if any, for the recommendation on the employee's salary. The salary review form used for this purpose shall be approved by the Joint Committee for the Management of the Agreement. Following examination of the department's or College's recommendation (or decision), the salary review form shall be signed by the employee, but such</p>	<p>17.4.2 <u>Advising Faculty.</u> Each academic year, the Department Head (or Dean of a non-departmentalized College) shall meet with each employee to advise the employee of the department's and College's standards for salary recommendations. In the case of a Department Head, the Dean shall advise the Department Head of the department's and College's standards for salary recommendations. The employee shall be provided by the Department Head (or Dean) with a written copy of the department's or College's recommendation including the priority ranking, if any, for the recommendation on the employee's salary. The salary review form used for this purpose shall be approved by the Joint Committee for the Management of the Agreement. Following examination of the department's or College's recommendation (or decision), the salary review form shall be signed by the employee, but such</p>
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<p>signature shall not be nor be deemed to be an acceptance by the employee of any matter of fact or opinion set out in the form, and the form shall then be returned to the employee's Department Head (or Dean).</p>	<p>signature shall not be nor be deemed to be an acceptance by the employee of any matter of fact or opinion set out in the form, and the form shall then be returned to the employee's Department Head (or Dean). Where an employee has a joint appointment or associate membership, the Department Head or Dean in the primary unit shall consult with the Department Head or Dean in the secondary unit and shall convey information received in that consultation to the employee and in the written statement.</p>
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<p>17.4.7 <u>Expedited Procedures.</u> Notwithstanding Article 17.4.6, in the case of an emergency, a salary anomaly arising out of placement on the salary grid at the time of appointment, or a demonstrable risk of losing a faculty member because of higher salaries at comparable institutions, a Special Salary Increase may be granted at any time and can be awarded permanently or for a specified time period, provided the appropriate Department Salary Committee, the College Review Committee (or College Salary Committee) and the President's Review Committee have recommended such an increase, and the Joint Committee for the Management of the Agreement has approved such action. The limitations of Article 19.2.4.1 do not apply to awards made in accordance with the provisions of this section.</p>	<p>17.4.7 <u>Expedited Procedures.</u> Notwithstanding Article 17.4.6, in the case of an emergency, a salary anomaly arising out of placement on the salary grid at the time of appointment, or a demonstrable risk of losing a faculty member because of higher salaries at comparable institutions, salary adjustments can be made by adding a combination of Special Increases and/or Career Development Increases. The Career Development Increases added will reduce the remaining Career Development Increases available under Article 19.3. This adjustment [] may be granted at any time and can be awarded permanently or for a specified time period, provided the appropriate Department Salary Committee, the College Review Committee (or College Salary Committee) and the President's Review Committee have recommended such an increase, and the Joint Committee for the Management of the Agreement has approved such action. The limitations of Article 19.2.4.1 do not apply to awards made in accordance with the provisions of this section.</p>
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DELETE ARTICLE 18. LIBRARIANS

<p>19.2 <u>Salaries.</u></p> <p>19.2.1 An employee's 2005-2006 base salary shall be defined as the employee's 2004-2005 base salary adjusted by increases as provided in Article 19.2.2.</p> <p>An employee's 2006-2007 base salary shall be defined as the employee's 2005-2006 base salary adjusted by increases as provided in Article 19.2.2.</p> <p>19.2.1.1 For an employee appointed in the academic year 2005-2006 or in the academic year 2006-2007 this definition shall mean the annual salary agreed upon at the time of appointment.</p> <p>19.2.2 Effective July 1, 2005, the Salary Scale adjustments referred to in Memorandum of Agreement No. 1, and the Career Development Increase adjustment as provided in Article 19.3, and any Special Salary Increases awarded under the provisions of Articles 19.2.4.1 and 19.2.4.2 shall be added to the 2004-2005 base salary of each employee.</p> <p>Effective July 1, 2006, the Salary Scale adjustments referred to in Memorandum of Agreement No. 1, and the Career Development Increase adjustment as provided in Article 19.3 and any Special Salary Increases awarded under the provisions of Articles 19.2.4.1 and 19.2.4.2 shall be added to the 2005-2006 base salary of each employee.</p> <p>19.2.3 <u>Career Development Increases.</u> Career Development Increases shall have values as listed in the Schedule of Salaries. The number of Career Development Increases in each rank shall be listed in the Schedule of Salaries (19.3). They are designated</p>	<p>19.2 <u>Salaries.</u></p> <p>19.2.1 An employee's [] 2007-2008 base salary shall be defined as the employee's [] 2006-2007 base salary adjusted by increases as provided in Article 19.2.2.</p> <p>An employee's [] 2008-2009 base salary shall be defined as the employee's [] 2007-2008 base salary adjusted by increases as provided in Article 19.2.2.</p> <p>19.2.1.1 For an employee appointed in the academic year 2007-2008 or in the academic year 2008-2009 this definition shall mean the annual salary agreed upon at the time of appointment.</p> <p>19.2.2 Effective July 1, 2007, the Salary Scale adjustments referred to in Memorandum of Agreement No. 1, and the Career Development Increase adjustment as provided in Article 19.3 and any Special Salary Increases awarded under the provisions of Articles 19.2.4.1 and 19.2.4.2 shall be added to the 2006-2007 base salary of each employee.</p> <p>Effective July 1, 2007, salary grid reform is implemented for all employees according to Memorandum of Agreement No. 1.</p> <p>Effective July 1, 2008, the Salary Scale adjustments referred to in Memorandum of Agreement No. 1, and the Career Development Increase adjustment as provided in Article 19.3 and any Special Salary Increases awarded under the provisions of Articles 19.2.4.1 and 19.2.4.2 shall be added to the 2007-2008 base salary of each employee.</p>
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<p>full Career Development Increases and partial Career Development Increases. Partial Career Development Increases have two-thirds of the value of full Career Development Increases. Notwithstanding the above, and independent of Special Increases awarded, all employees of the rank of Professor with the equivalent of less than eight full Career Development Increases above the floor shall be entitled to receive annually a full Career Development Increase as set out in Article 19.3. Employees of the rank of Professor with the equivalent of eight or more full Career Development Increases above the floor are entitled to receive annually a partial Career Development Increase, or a fraction thereof, equivalent to a total value of ten full Career Development Increases. Career Development Increases shall be awarded in accordance with the other provisions of Article 17 and the principles prescribed below:</p> <p>(a) Disputes relating to the calculation of Career Development Increase entitlement shall be resolved by the Joint Committee for the Management of the Agreement.</p> <p>(b) The entitlement to Career Development Increases of a new employee appointed to the rank of Professor on or after July 1, 1977, shall be lessened by the amount by which the employee's initial salary exceeded the floor for that rank. Nevertheless, a new employee's Career Development Increase entitlement may be restored by up to three Career Development Increases on recommendation of the Appointments Committee and with the approval of the Joint Committee for the Management of the Agreement.</p> <p>(c) The entitlement to Career</p>	<p>19.2.3 <u>Career Development Increases.</u> Career Development Increases shall have values as listed in the Schedule of Salaries. The number of Career Development Increases in each rank shall be listed in the Schedule of Salaries (19.3). []</p> <p>The salary grids represent continuums whereby employees are entitled to the following. Employees in the rank of Extension Specialists, I, II, III, IV, Assistant, Associate and Professor may receive a career total of 18 Career Development Increases of value defined in Article 19.3, Lecturers and Instructors may receive 9 Career Development Increases of value defined in Article 19.3 for a career total of 9 in each rank, and Librarian ranks may receive a career total of 24 Career Development Increases of value defined in Article 19.3.</p> <p>The overlap in the salary grids for Lecturers and Instructors provides for a career total of 15 Career Development Increases for Instructors and Lecturers.</p> <p>Except as provided for in Memorandum of Agreement No. ___ (Equity and Transparency in Setting Starting Salary Rates) or awarded according to Article 17.4.7 an employee's entitlement to receive an annual Career Development Increase shall be limited by the maximum CDI count</p>
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<p>Development Increases of an employee promoted to the rank of Professor after July 1, 1978, shall be lessened by the amount by which the employee's salary, prior to promotion, exceeded the floor for that rank.</p> <p>(d) Employees of all ranks other than Professor whose salary is below the ceiling of the rank shall be entitled to receive annually a full Career Development Increase as listed in Article 19.3; those whose salary is at or above the ceiling of the rank shall be entitled to receive annually a partial Career Development Increase, or a fraction thereof, in accordance with the provisions of Articles 17.1.2 and 19.3.</p> <p>19.2.4 <u>Special Increases.</u></p> <p>19.2.4.1 A Special Increase having value equal to 0.5, 1.0, 1.5, or 2.0 times the value of a Career Development Increase, may be awarded to an employee. The Employer shall notify the Association of the number and total cost of Special Increases annually and provide a list of employees receiving Special Increases that is classified by rank, administrative title, College and amount of individual awards.</p> <p>19.2.4.2 Special increases shall be paid retroactively to the preceding July 1 of each year. The procedures specified in Article 17 shall apply. For these procedures, the sum of money to be available for Special Increases shall consist of:</p> <p>(i) the sum of money equivalent to 150 Career Development Increases at the Full Professor level, which shall be distributed among the Colleges in proportion to the number of employees in each College, for allocation in</p>	<p>for each rank as defined in Article 19.3.</p> <p>Career Development Increases advanced on appointment according to Memorandum of Agreement No. ____ (Equity and Transparency in Setting Starting Salary Rates) or awarded according to Article 17.4.7, reduce the Career Development Increase entitlement within the rank and the career total accordingly.</p> <p>Employees whose CDI count is a fraction below the maximum CDI count for the rank shall receive a fraction of a CDI to the maximum CDI count for the rank.</p> <p>[] Disputes relating to the calculation of Career Development Increase entitlement shall be resolved by the Joint Committee for the Management of the Agreement.</p> <p>19.2.4 <u>Special Increases.</u></p> <p>19.2.4.1 A Special Increase having value equal to 0.5, 1.0, 1.5, or 2.0 times the value of a Career Development Increase, may be awarded to an employee. The Employer shall notify the Association of the number and total cost of Special Increases annually and provide a list of employees receiving Special Increases that is classified by rank, administrative title, College and amount of individual awards.</p> <p>19.2.4.2 Special increases shall be paid retroactively to the preceding July 1 of each year. The procedures specified in</p>
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<p>accordance with Article 17; and</p> <p>(ii) the sum of money equivalent to 20 Career Development Increases at the Full Professor level to be available for award by the President's Review Committee in accordance with Article 17.</p> <p>In the event that the President's Review Committee has not awarded the entire sum prior to July 1 any funds remaining in this allotment shall be allocated to support the scholarly work of members in accord with decisions of the Joint Committee for the Management of the Agreement.</p> <p>For the purposes of this Article, the Extension Division and the Library shall be considered to be non-departmentalized Colleges.</p> <p>19.2.5 An adjustment will be made if necessary, to ensure that an employee's salary is not less than the floor of the employee's rank.</p> <p>19.2.6 The amount of money necessary to fund promotion costs from recommendations of the review process specified in Article 16, shall be made available by the Employer. The Employer shall notify the Association of the number of promotions and total cost each year.</p> <p>19.2.7 Employees in the College of Dentistry who are licensed to practice dentistry in the province or who hold qualifications to practice within the province, and employees in the College of Law shall have salary adjustments in the form of Market Supplements effective July 1, 2002, and ending June 30, 2007, at the following rates:</p> <p>College of Law: Professor \$4,000 per annum</p>	<p>Article 17 shall apply. For these procedures, the sum of money to be available for Special Increases shall consist of:</p> <p>(i) Effective July 1, 2007 the sum of money equivalent to [] 210 Career Development Increases at the Full Professor level, which shall be distributed among the Colleges in proportion to the number of employees in each College, for allocation in accordance with Article 17; and</p> <p>(ii) Effective July 1, 2007 the sum of money equivalent to [] 40 Career Development Increases at the Full Professor level to be available for award by the President's Review Committee in accordance with Article 17.</p> <p>In the event that the President's Review Committee has not awarded the entire sum prior to July 1 any funds remaining in this allotment shall be allocated to support the scholarly work of members in accord with decisions of the Joint Committee for the Management of the Agreement.</p> <p>For the purposes of this Article, the Extension Division and the Library shall be considered to be non-departmentalized Colleges.</p> <p>19.2.4.3 Effective July 1, 2007 the award of Special Increases does not reduce eligibility for Career Development Increases.</p> <p>19.2.5 []On promotion, an employee becomes eligible for Career Development Increases of the employee's new rank up to the CDI ceiling of the new rank.</p> <p>19.2.6 The amount of money necessary to fund promotion costs from</p>
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<p>Associate Professor \$3,000 per annum Assistant Professor \$2,000 per annum</p> <p>College of Dentistry: Professor \$6,480 per annum Associate Professor \$6,480 per annum Assistant Professor \$6,480 per annum</p> <p>The above sums shall not form part of base salary and shall not be included in the calculation of pension and insurance deductions and benefits.</p>	<p>recommendations of the review process specified in Article 16, shall be made available by the Employer. The Employer shall notify the Association of the number of promotions and total cost each year.</p> <p>19.2.7 [] Effective July 1, 2007 Market Supplements for employees in the Colleges of Law and Dentistry shall be added to base salaries as of June 30, 2007 according to Memorandum of Agreement No. 1. Employees appointed in these Colleges July 1, 2007 or thereafter will not receive market supplements.</p>
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19.3 Schedule of Salaries

July 1, 2007-June 30, 2008

	Floor	CDI Value	Number of CDIs for Rank	CDI Ceiling	With Special Increases
Professor	\$ 97,640	\$2,429	6	\$112,214	Unlimited
Associate Prof. & Ext. Spec. IV	\$ 83,066	\$2,429	6	\$ 97,640	Unlimited
Assistant Prof. & Ext. Spec. III	\$ 68,492	\$2,429	6	\$ 83,066	Unlimited

July 1, 2007-June 30, 2008

	Floor	CDI Value	Number of CDIs for Rank	CDI Ceiling	With Special Increases
Lecturer Extension Spec II	\$53,667	\$2,429	9	\$75,528	Unlimited
Instructor Extension Spec I	\$42,867	\$1,800	9	\$59,067	Unlimited

July 1, 2007-June 30, 2008

	Floor	CDI Value	Number of CDIs for Rank	CDI Ceiling	With Special Increases
Librarian IV	\$84,301	\$2,429	6	\$98,875	Unlimited
Librarian III	\$71,101	\$2,200	6	\$84,301	Unlimited
Librarian II	\$59,101	\$2,000	6	\$71,101	Unlimited
Librarian I	\$47,101	\$2,000	6	\$59,101	Unlimited

July 1, 2008-June 30, 2009

	Floor	CDI Value	Number of CDIs for Rank	CDI Ceiling	With Special Increases
Professor	\$100,640	\$2,429	6	\$115,214	Unlimited
Associate Prof. & Ext. Spec. IV	\$ 86,066	\$2,429	6	\$100,640	Unlimited
Assistant Prof. & Ext. Spec. III	\$ 71,492	\$2,429	6	\$86,066	Unlimited

July 1, 2008-June 30, 2009

	Floor	CDI Value	Number of CDIs for Rank	CDI Ceiling	With Special Increases
Lecturer Extension Spec II	\$56,667	\$2,429	9	\$78,528	Unlimited
Instructor Extension Spec I	\$45,867	\$1,800	9	\$62,067	Unlimited

July 1, 2008-June 30, 2009

	Floor	CDI Value	Number of CDIs for Rank	CDI Ceiling	With Special Increases
Librarian IV	\$87,301	\$2,429	6	\$101,875	Unlimited
Librarian III	\$74,101	\$2,200	6	\$ 87,301	Unlimited
Librarian II	\$62,101	\$2,000	6	\$ 74,101	Unlimited
Librarian I	\$50,101	\$2,000	6	\$ 62,101	Unlimited

<p>19.4 <u>Payment of Salaries.</u></p> <p>19.4.1 Employees shall be paid salaries in accordance with the Schedule of Ranks (19.1), the Schedule of Salaries (19.3), Overload Remuneration (19.5), Market Supplements (19.2.7), and Administrative Remuneration (19.8), except that effective July 1, 1991, where an employee has reached the ceiling for the rank, and has not been promoted, any Special Increase awarded in accordance with Article 17 shall be added to the employee's salary if the employee is continuing employment at the University.</p> <p>Any Career Development Increase paid in accordance with Article 19.8 for administrative duties as a Department Head or as an Assistant Dean shall be added to the employee's salary and shall not reduce the employee's entitlement to regular Career Development Increases.</p>	<p>19.4 <u>Payment of Salaries.</u></p> <p>19.4.1 Employees shall be paid salaries in accordance with the Schedule of Ranks (19.1), the Schedule of Salaries (19.3), Overload Remuneration (19.5), [] and Administrative Remuneration (19.8) [].</p> <p>Any Career Development Increase paid in accordance with Article 19.8 for administrative duties as a Department Head or as an Assistant Dean shall be added to the employee's salary and shall not reduce the employee's entitlement to regular Career Development Increases.</p>
<p>19.4.3 Notwithstanding Article 19.4.2, certain special academic assignments such as Intersession and Summer School teaching, or for other extraordinary teaching or non-teaching assignments, by agreement between the Employer and the Association, may be paid according to an arrangement other than monthly payments, but in any case shall be paid in full on completion of such teaching or other academic assignments.</p>	<p>19.4.3 Notwithstanding Article 19.4.2, certain special academic assignments such as [] Spring and Summer [] Session teaching, or for other extraordinary teaching or non-teaching assignments, by agreement between the Employer and the Association, may be paid according to an arrangement other than monthly payments, but in any case shall be paid in full on completion of such teaching or other academic assignments.</p>

<p>19.8 <u>Administrative Remuneration for Department Heads and Assistant Deans.</u></p> <p>19.8.1 Administrative remuneration for a Department Head or an Assistant Dean shall consist of a base salary adjustment and an administrative stipend. The base salary adjustment shall be as follows:</p> <ul style="list-style-type: none"> (i) Current Department Heads or Assistant Deans who have been appointed or reappointed before July 1, 2003 to a five-year term as Department Head or Assistant Dean shall be entitled to receive a Career Development Increase added to their base salary, as defined in Article 19.2.1. (ii) Current Department Heads or Assistant Deans who are appointed or reappointed before July 1, 2003 to a three-year term as Department Head or Assistant Dean shall be entitled to receive one-half of a Career Development Increase added to their base salary, as defined in Article 19.2.1. (iii) Employees who are appointed or reappointed effective July 1, 2003 or thereafter to a term as Department Head or Assistant Dean, or Acting Department Head or Acting Assistant Dean for one year or more, shall be entitled to receive one-fifth of a Career Development Increase following each year of service. <p>The Career Development Increase shall be based on the rank at the time of appointment or reappointment. Years of service as a Department Head or Assistant Dean shall count towards an entitlement for a Career Development Increase under either (i), (ii), or (iii) above. Employees who resign before completing their term of</p>	<p>19.8 <u>Administrative Remuneration for Department Heads and Assistant Deans.</u></p> <p>19.8.1 Administrative remuneration for a Department Head or an Assistant Dean shall consist of a base salary adjustment and an administrative stipend. The base salary adjustment shall be as follows:</p> <ul style="list-style-type: none"> (i) Current Department Heads or Assistant Deans who have been appointed or reappointed before July 1, 2003 to a five-year term as Department Head or Assistant Dean shall be entitled to receive a Career Development Increase added to their base salary, as defined in Article 19.2.1. (ii) Current Department Heads or Assistant Deans who are appointed or reappointed before July 1, 2003 to a three-year term as Department Head or Assistant Dean shall be entitled to receive one-half of a Career Development Increase added to their base salary, as defined in Article 19.2.1. (iii) Employees who are appointed or reappointed effective July 1, 2003 or thereafter to a term as Department Head or Assistant Dean, or Acting Department Head or Acting Assistant Dean for one year or more, shall be entitled to receive one-fifth of a Career Development Increase following each year of service. <p>The Career Development Increase shall be based on the rank at the time of appointment or reappointment. Years of service as a Department Head or Assistant Dean shall count towards an entitlement for a Career Development Increase as above. Employees who</p>
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<p>service in accordance with (i) or (ii) above, or a year of service in accordance with (iii) above, will have their Career Development Increase, or partial Career Development Increase, reduced proportionately.</p> <p>Administrative Stipends shall be paid to Departments Heads and to Assistant Deans on an annual basis using a base stipend equal to the size of the Career Development Increase at the full professor level and in accordance with the following scale:</p> <p style="padding-left: 40px;">Heads of Departments with fewer than 15 full-time faculty positions 0.75 X base stipend</p> <p style="padding-left: 40px;">Heads of Departments with 15-25 full-time faculty positions 1.00 X base stipend</p> <p style="padding-left: 40px;">Heads of Departments with more than 25 full-time faculty positions and Assistant Deans 1.25 X base stipend</p> <p>In addition to a pro-rated administrative stipend, Acting Department Heads or Acting Assistant Deans appointed by the Board for a period of less than one year but more than six continuous weeks shall receive a lump sum payment of \$600 on a pro rata basis for the portion of the year served. Acting Department Heads or Acting Assistant Deans shall receive an additional allowance for accountable professional expenses as provided in Article 19.8.2, calculated on a pro rata basis.</p>	<p>resign before completing their term of service will have their Career Development Increase, or partial Career Development Increase, reduced proportionately.</p> <p>19.8.1.1 [] Effective July 1, 2007 an administrative stipend of \$5,000 per annum shall be paid to Department Heads and Assistant Deans.</p> <p>In addition to a pro-rated administrative stipend, Acting Department Heads or Acting Assistant Deans appointed by the Board for a period of less than one year but more than six continuous weeks shall receive a lump sum payment of \$600 on a pro rata basis for the portion of the year served. Acting Department Heads or Acting Assistant Deans shall receive an additional allowance for accountable professional expenses as provided in Article 19.8.2, calculated on a pro rata basis.</p>
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<p>20.1 All employees shall be entitled to six weeks' annual vacation which shall normally be taken between regular academic terms of the University. Arrangements may be made to take all or part of the vacation entitlement at another time of the year provided that the absence does not conflict with the employee's normal duties. Salary shall not be paid in lieu of unused vacation time, and, under normal circumstances, an employee shall not be allowed to accumulate vacation entitlement from one year to the next. Employees must notify their Department Heads or Deans of their summer programs in order to arrange the time of their vacations.</p>	<p>20.1 All employees shall be entitled to six weeks[] annual vacation which shall normally be taken between regular academic terms of the University. Arrangements may be made to take all or part of the vacation entitlement at another time of the year provided that the absence does not conflict with the employee's normal duties. Salary shall not be paid in lieu of unused vacation time, and, under normal circumstances, an employee shall not be allowed to accumulate vacation entitlement from one year to the next. Employees must notify their Department Heads or Deans of their summer programs in order to arrange the time of their vacations.</p>
<p>20.2 The parties recognize the following paid holidays:</p> <ul style="list-style-type: none"> New Year's Day Good Friday Victoria Day Canada Day Saskatchewan Day Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day <p>For those holidays which fall on either Saturday or Sunday and for which no alternate day is proclaimed by Government, the parties shall designate an alternate day, other than Saturday or Sunday, as the paid holiday. The selection of the alternate day shall be by agreement at the Joint Committee for the Management of the Agreement. Where an alternate day as selected above is not appropriate for a particular employee, that employee is entitled to make an arrangement with the Department Head or Dean to take a different day as the employee's paid holiday.</p>	<p>20.2 The parties recognize the following paid holidays:</p> <ul style="list-style-type: none"> New Year's Day Family Day Good Friday Victoria Day Canada Day Saskatchewan Day Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day <p>For those holidays which fall on either Saturday or Sunday and for which no alternate day is proclaimed by Government, the parties shall designate an alternate day, other than Saturday or Sunday, as the paid holiday. The selection of the alternate day shall be by agreement at the Joint Committee for the Management of the Agreement. Where an alternate day as selected above is not appropriate for a particular employee, that employee is entitled to make an arrangement with the Department Head or Dean to take a different day as the employee's paid holiday.</p>

<p>21.3 <u>Powers of the Sabbatical Leave Committee.</u> The Sabbatical Leave Committee shall:</p> <p>. . .</p> <p>(ii) invite Department Heads and Deans to comment upon all applications from their departments or Colleges;</p>	<p>21.3 <u>Powers of the Sabbatical Leave Committee.</u> The Sabbatical Leave Committee shall:</p> <p>. . .</p> <p>(ii) invite Department Heads and Deans to comment upon all applications from their departments or Colleges. A copy of the comments made by Department Heads and Deans shall be provided to the applicant employee;</p>
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<p>21.12 <u>Sabbatical Leave Research Grant.</u> Employees shall be entitled to receive a portion of their sabbatical salary in the form of a research grant provided that they can reasonably demonstrate to the appropriate research committee that such funds are required for the research to be carried out during their sabbatical leave. The grant may include funds for travel, certain living expenses while away from Saskatoon, research materials, books, telephone, copying, and for such other items as are related to the research costs. (Note: The tax status of expenditures under the research grant is a matter to be settled between the individual and Canada Customs and Revenue Agency.)</p>	<p>21.12 <u>Sabbatical Leave Research Grant.</u> Employees shall be entitled to receive a portion of their sabbatical salary in the form of a research grant provided that they can reasonably demonstrate to the appropriate research committee that such funds are required for the research to be carried out during their sabbatical leave. The grant may include funds for travel, certain living expenses while away from Saskatoon, research materials, books, telephone, copying, and for such other items as are related to the research costs. (Note: The tax status of expenditures under the research grant is a matter to be settled between the individual and Canada []Revenue Agency.)</p>
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<p>22.3 <u>Leave for Personal Reasons.</u> Leave for urgent personal reasons (bereavement, family illness, etc.) shall be granted for short periods of time. Before taking such leave, an employee should, if possible, obtain permission from the Department Head or Dean so that arrangements can be made to carry on the employee's duties during the period of absence.</p>	<p>22.3 <u>Leave for Personal Reasons.</u> Leave with pay for urgent personal reasons (bereavement, family illness, etc.) shall be granted for short periods of time. Before taking such leave, an employee should, if possible, obtain permission from the Department Head or Dean so that arrangements can be made to carry on the employee's duties during the period of absence.</p>
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<p>23.3 <u>Compulsory Group Life Insurance.</u> The Compulsory Group Life Insurance Plan in effect during the 1976-77 academic year shall remain in effect until modified in whole or part by negotiation between the Employer and the Association. The Employer shall continue to pay the premiums for this Plan. The Employer shall provide to employees, upon request, copies of the Compulsory Group Life Insurance Plan.</p>	<p>23.3 <u>Compulsory Group Life Insurance.</u> The Compulsory Group Life Insurance Plan in effect during the [] 2004-05 academic year shall remain in effect until modified in whole or part by negotiation between the Employer and the Association. The Employer shall continue to pay the premiums for this Plan. The Employer shall provide to employees, upon request, copies of the Compulsory Group Life Insurance Plan.</p>
<p>23.8 <u>Housing Assistance.</u></p> <p>23.8.1 The Employer agrees to provide, upon application by an employee, a salary advance for the purpose of buying, for personal use, a principal residence in Saskatoon or environs. This salary advance shall not exceed \$12,000 and shall be made for a maximum period of three years. In the event of termination of an employee's employment prior to expiry of the period of repayment of the advance, the outstanding balance owed by the employee shall be repaid immediately. The recipient of the advance who wishes to repay it earlier may do so. The advance shall be secured by a promissory note drawn in favour of the Employer. There shall only be one advance issued per employee at any one time. Failure to comply with the terms of the advance or cessation of employment at the University renders the advance repayable at the discretion of the Employer.</p>	<p>23.8 <u>Housing Assistance.</u></p> <p>23.8.1 The Employer agrees to provide, upon application by an employee, a salary advance for the purpose of buying, for personal use, a principal residence in [] the place of work assigned by the employer or its environs. This salary advance shall not exceed \$12,000 and shall be made for a maximum period of three years. In the event of termination of an employee's employment prior to expiry of the period of repayment of the advance, the outstanding balance owed by the employee shall be repaid immediately. The recipient of the advance who wishes to repay it earlier may do so. The advance shall be secured by a promissory note drawn in favour of the Employer. There shall only be one advance issued per employee at any one time. Failure to comply with the terms of the advance or cessation of employment at the University renders the advance repayable at the discretion of the Employer.</p>

<p>23.9 <u>Moving Expenses.</u></p> <p>23.9.1 The Employer agrees to assist new employees in defraying moving expenses to Saskatoon. The moving expenses shall be calculated as follows:</p> <p>Regardless of the mode of transport, economy airfare including trip insurance, for each member of the family. In addition, the Employer agrees to defray other moving costs listed below to a normal maximum of \$6,000, provided the appropriate receipts are presented:</p> <ul style="list-style-type: none"> (i) lodging expenses incurred, due to necessity, after arrival in Saskatoon, up to a maximum of 14 days; (ii) freight, cartage and storage of household furniture and other effects; (iii) disconnection and reconnection of household appliances; (iv) economy airfare cost of travelling to and from the nearest appropriate immigration office for visa purposes. 	<p>23.9 <u>Moving Expenses.</u></p> <p>23.9.1 The Employer agrees to assist new employees in defraying moving expenses to [] to the place of work assigned by the employer. The moving expenses shall be calculated as follows:</p> <p>Regardless of the mode of transport, economy airfare including trip insurance, for each member of the family. In addition, the Employer agrees to defray other moving costs listed below to a normal maximum of \$6,000, provided the appropriate receipts are presented:</p> <ul style="list-style-type: none"> (i) lodging expenses incurred, due to necessity, after arrival in [] to the place of work assigned by the employer, up to a maximum of 14 days; (ii) freight, cartage and storage of household furniture and other effects; (iii) disconnection and reconnection of household appliances; (iv) economy airfare cost of travelling to and from the nearest appropriate immigration office for visa purposes.
<p>23.13 <u>Sabbatical Travel Expenses.</u> Effective July 1, 1991, the Employer agrees to make available an accountable travel expense account of \$2,100 for each employee who has been granted a sabbatical leave. This allowance shall be used for travel expenses incurred during the sabbatical leave. Sabbatical travel expense claims must be submitted to the Business Office not later than three months after the conclusion of the sabbatical leave.</p>	<p>23.13 <u>Sabbatical Travel Expenses.</u> Effective July 1, [] 2007, the Employer agrees to make available an accountable travel expense account of [] \$2,800 for each employee who has been granted a sabbatical leave. Effective July 1, 2008 this amount will be increased to \$4,000. This allowance shall be used for travel expenses incurred during the sabbatical leave. Sabbatical travel expense claims must be submitted to [] Payment Services not later than three months after the conclusion of the sabbatical leave.</p>

<p>23.14 <u>Dental Plan.</u> The Employer agrees to make a family dental plan available to all employees in the bargaining unit. Effective July 1, 1994, the total amount of funds provided by the Employer for this purpose shall be fixed at the level required to pay the premiums during the 1993-94 academic year. Effective June 30, 2002, the total amount of funds provided by the Employer shall be fixed at the level required to pay the premiums during the period July 1, 2001 to June 30, 2002. The Employer shall provide to employees, upon request, copies of the Dental Plan.</p>	<p>23.14 <u>Dental Plan.</u> The Employer agrees to make a family dental plan available to all employees in the bargaining unit. Effective [] January 1, 2007, the total amount of funds provided by the Employer for this purpose shall be fixed at the level required to pay the premiums during the period January 1, 2007 to December 31, 2007. The Employer shall provide to employees, upon request, copies of the Dental Plan.</p>
<p>23.16 <u>Extended Health Care Plan.</u> The Employer agrees to make a family extended health care plan available to all employees in the bargaining unit. Effective November 1, 1994, the total amount of funds provided by the Employer for this purpose shall be fixed at the level required to pay the premiums during the period November 1, 1994 to October 31, 1995. Effective January 1, 2004, the total amount of funds provided by the Employer for this purpose shall be fixed at the level required to pay the premiums during the period January 1, 2004 to December 31, 2004. The Employer shall provide to employees, upon request, copies of the Extended Health Care Plan.</p>	<p>23.16 <u>Extended Health & Vision Care Plan.</u> The Employer agrees to make a family extended health and vision care plan available to all employees in the bargaining unit. Effective January 1, 2007, the total amount of funds provided by the Employer for this purpose shall be fixed at the level required to pay the premiums during the period January 1, 2007 to December 31, 2007. The Employer shall provide to employees, upon request, copies of the Extended Health & Vision Care Plan.</p>
<p>23.18 <u>Vision Care Plan.</u> The Employer agrees to make a family vision care plan available to all employees in the bargaining unit effective June 30, 2002. The total amount of funds provided by the Employer for this purpose shall be fixed at \$200,000. Premiums that exceed this fixed amount shall be payable by the employee. Selection of the carrier and other implementation details will be handled by the Benefits Committee for Academic Employees. The Employer shall provide to employees, upon request, copies of the Vision Care Plan.</p>	<p>[] Renumber remaining articles.</p>

<p>23.17 <u>Research Grant in lieu of Salary.</u> Effective January 1, 2001, employees shall be entitled to receive a portion of their salary in the form of a research grant in accordance with University practice for sabbatical leave grants provided they can demonstrate that such funds are required for research that extends beyond their normal duties. Each College shall have a research committee to assess the quality of proposals for research grants and the funding requested, among other things. Research grants shall not be unreasonably withheld. The grant may include funds for travel, certain living expenses while away from Saskatoon, national and international conferences, research materials, books and journals, telephone, fax, copying, and for such other items as are related to the research costs. (Note: The tax status of expenditures under the research grant is a matter to be settled between the individual and the Canada Customs and Revenue Agency.)</p>	<p>23.17 <u>Research Grant in lieu of Salary.</u> Effective January 1, 2001, employees shall be entitled to receive a portion of their salary in the form of a research grant in accordance with University practice for sabbatical leave grants provided they can demonstrate that such funds are required for research that extends beyond their normal duties. Each College shall have a research committee to assess the quality of proposals for research grants and the funding requested, among other things. Research grants shall not be unreasonably withheld. The grant may include funds for travel, certain living expenses while away from Saskatoon, national and international conferences, research materials, books and journals, telephone, fax, copying, and for such other items as are related to the research costs. (Note: The tax status of expenditures under the research grant is a matter to be settled between the individual and the Canada [] Revenue Agency.)</p>
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<p>25.4.1 The Employer agrees that any employee who has retired according to this article and who is hired, following retirement on a full-time or part-time basis shall be appointed as a Special Lecturer, provided that the individual performs more than teaching duties. Whether the individual will perform additional duties shall be determined by the Department Head (or Dean of a non-departmentalized College) and may include research or scholarly or artistic work, practice of professional skills or extension work, extra University work or public service, or administrative work.</p>	<p>25.4.1 The Employer agrees that any employee who has retired according to this article and who is hired, following retirement on a full-time or part-time basis shall be appointed as a Special Lecturer in scope of the Association, provided that the individual performs more than teaching duties. Whether the individual will perform additional duties shall be determined by the Department Head (or Dean of a non-departmentalized College) and may include research or scholarly or artistic work, practice of professional skills or extension work, extra University work or public service, or administrative work. Such appointments made within one year of retirement shall not be subject to Articles 13.4 and 13.5, but must be recommended by the search committee of the Department or College.</p>
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<p>29.6 <u>Powers of the Arbitrator.</u> The arbitrator shall exercise those powers enumerated in <i>The Trade Union Act</i>, R.S.S. 1978, Chapter T-17, Section 25(2) and the arbitrator's decision shall be final and binding on both parties.</p>	<p>29.6 <u>Powers of the Arbitrator.</u> The arbitrator shall exercise those powers enumerated in <i>The Trade Union Act</i>, [] as amended from time to time and the arbitrator's decision shall be final and binding on both parties.</p>
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<p>35.2.2 <i>Department</i> means the Department of Plant Sciences including the employees in the CDC identified in Article 34.1 and the Director of the CDC.</p>	<p>35.2.2 <i>Department</i> means the Department of Plant Sciences including the employees in the CDC identified in Article 35.1 and the Director of the CDC.</p>
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<p>35.4.5 <u>Search Committee.</u> The Search Committee for the appointment of employees in the Department of Plant Sciences, including the CDC, shall consist of all employees in the department holding tenure or continuing status and shall be chaired by the Department Head.</p>	<p>[]</p>
<p>35.4.6 <u>Search and Appointment Procedures for Appointment of the Director of the Crop Development Centre.</u> The search and appointment procedures set out in Article 13.5 shall be used for the search and appointment of the Director of the Crop Development Centre.</p>	<p>35.4.5 <u>Search and Appointment Procedures for Appointment of the Director of the Crop Development Centre.</u> The search and appointment procedures set out in Article 13.5 shall be used for the search and appointment of the Director of the Crop Development Centre.</p>

DELETE

Memorandum of Agreement 2 – Assisted Early Retirement Plan

Memorandum of Agreement 9 – Implementation of Changes to the Probationary Period for Probationary Employees

Memorandum of Agreement 13 – Pension Plan Reform

Memorandum of Agreement 14 – Vacation Entitlement for Librarians

Letter of Understanding 2 – Article 19.6.6 and Article 36 – Clinical Earning and Professional Fees

NEW

**MEMORANDUM OF AGREEMENT NO. XX
ARTICLE 10.8**

The Employer and the Association agree to the establishment of a joint committee with equal representation from both parties to develop a new and agreed methodology for monitoring teaching by non-members of the Association. The terms of reference for the joint committee shall be as follows:

1. The joint committee shall develop a new methodology and reporting mechanism to assess non-member teaching;
2. The reporting mechanism shall be developed at the academic unit level and shall be based on an early assignment of teaching duties in academic units in each academic year; April 30 shall be the target date for such assignment of teaching duties;
3. The methodology and reporting mechanism shall clearly define the specific terms by which certain categories of non-member teaching will be excluded from the calculation of the amount of non-member teaching;
4. The parties agree that there shall be a trial period for the new methodology and reporting mechanism with assessment and monitoring by the joint committee; the Association agrees that the Employer shall not be required to provide the report referred to in Article 10.8.3 for the 2005-06 and 2006-07 academic year;
5. The joint committee shall prepare a final report to the Employer and the Association no later June 30, 2008.

NEW

**MEMORANDUM OF AGREEMENT NO. XX
INTELLECTUAL PROPERTY**

The parties agree to establish a joint committee consisting of an equal number of representatives appointed by each party. The joint committee shall review Articles 27 and 28 of the Collective Agreement to identify any outstanding issues that may exist relating to employer and employee interests in the protection and sharing of intellectual property. The joint committee shall report to the parties within one year of the signing of the Collective Agreement.

NEW

MEMORANDUM OF AGREEMENT NO. _____
EQUITY AND TRANSPARENCY IN SETTING STARTING SALARY RATES

The parties agree that the purpose of Salary Grid Reform is to support the recruitment and retention of faculty and that the normal Career Development Increment (CDI) floors of each rank have been established to enable recruitment of highly qualified employees in the majority of situations. Therefore, the parties agree that normally a new employee shall be paid at the floor of the appropriate rank.

The parties also recognize that in some cases there may be justifiable reasons to appoint a new faculty member at a salary above the floor of the appropriate rank. The parties are committed to ensuring that starting salaries have upper limits and, if the starting salary is above the floor of the appropriate rank, it is justified on credible evidence and follows the procedures set out in this Memorandum of Agreement. Credible evidence shall, at a minimum, include examination of the materials referred to in Article 13.5.1 and evidence in writing that demonstrates that competitive or other conditions are such that it is not possible to hire the candidate at the floor of the appropriate rank.

The procedures that the parties agree to are as follows:

A. Procedures Applicable in All Cases:

1. The Search Committee of the Department or non-departmentalized College shall make a recommendation of the appropriate rank and CDI level of a candidate in all cases;
2. **Appropriate rank** means the academic rank that is commensurate with the candidate's qualifications and experience and for which tenure and promotion to the next rank are reasonably attainable;
3. The maximum number of Career Development Increments during the career of an employee shall be 18 for Extension Specialists I, II, III, and IV, Assistant Professors, Associate Professors, and Professors. The maximum for Librarians shall be 24. The maximum for Instructors shall be 9. The maximum for Lecturers shall be 9.

B. Normal Rank and Starting Salary Recommended by Search Committee:

1. Normally, the salary shall be the floor of the appropriate rank if the candidate has no prior academic or related experience.

C. Starting Salary Above Floor but Within the Appropriate Rank:

1. If the candidate has prior academic or related experience or if there are competitive or other conditions that render it unlikely to recruit the candidate, the Search Committee may recommend a higher starting salary within the appropriate rank of the candidate;
2. If the candidate has prior academic experience that was meritorious, the Search Committee may also recommend Special Increases in the following manner:

- (a) Assistant Professor, Librarian I, Librarian II, Instructor, Lecturer, Extension Specialist I, Extension Specialist II, and Extension Specialist III: **Up to a one Special Increase;**
- (b) Associate Professor, Librarian III, Librarian IV, and Extension Specialist IV: **Up to two Special Increases;**
- (c) Professor: **Up to three Special Increases.**

D. Starting Salary Recommended by Search Committee Above Appropriate Rank:

1. If the Search Committee finds on credible evidence that a starting salary within the rank would not be sufficient to recruit the candidate, it may recommend a salary that is **no more than three CDIs above the appropriate rank**. The Search Committee must then provide documented evidence and justification with its recommendation to the Dean of the College and the Appointments Committee;
2. If the candidate has prior academic experience that was meritorious, the Search Committee may also recommend Special Increases in the following manner:
 - (a) Assistant Professor, Librarian I, Librarian II, Instructor, Lecturer, Extension Specialist I, Extension Specialist II, and Extension Specialist III: **Up to one Special Increase;**
 - (b) Associate Professor, Librarian III, Librarian IV, and Extension Specialist IV: **Up to two Special Increases;**
 - (c) Professor: **Up to three Special Increases.**

E. Starting Salary Recommended by President's Review Committee Above Appropriate Rank:

1. If the Search Committee finds on credible evidence that a starting salary within the limitations of B, C, and D above would not be sufficient to recruit the candidate, with documented evidence and justification and approved by the Dean of the College, it may recommend to the President's Review Committee that a starting salary be recommended within the following limits:
 - (a) Assistant Professor, Associate Professor, Librarian I, Librarian II, Librarian III, Instructor, Lecturer, Extension Specialist I, Extension Specialist II, Extension Specialist III: **Up to the CDI ceiling of one rank above the appropriate rank as defined in A;**
 - (b) Professor and Librarian IV: **Up to the CDI ceiling of the appropriate rank as defined in A.**
2. The President's Review Committee may forward the recommendation of the Search Committee under #1 above or substitute a starting salary that it considers justified on the documented evidence;

3. Where the Search Committee makes a recommendation under #1 above and if the candidate has prior academic experience that was meritorious, the Search Committee may also recommend and the President's Review Committee may recommend Special Increases in the following manner:
 - (a) Assistant Professor, Librarian I, Librarian II, Instructor, Lecturer, Extension Specialist I, Extension Specialist II, and Extension Specialist III: **Up to two Special Increases;**
 - (b) Associate Professor, Librarian III, Librarian IV, and Extension Specialist IV: **Up to five Special Increases;**
 - (c) Professor: **Up to 14 Special Increases.**

F. Higher Starting Salary in Rare and Exceptional Circumstances:

1. In rare and exceptional circumstances and on compelling evidence of economic or other conditions, the Search Committee may recommend, with the approval of the Dean of the College, and the President's Review Committee may recommend a starting salary for a candidate that is above the limits set out in E above. In no case shall the starting salary that is recommended exceed \$130,000 per year for a candidate in the ranks of Assistant Professor, Librarian I, Librarian II, Instructor, Lecturer, Extension Specialist I, Extension Specialist II, and Extension Specialist III or \$140,000 for the ranks of Associate Professor, Librarian III, Librarian IV, and Extension Specialist IV. Such salary shall first draw upon the remaining CDI's to the maximum specified in A3. The parties agree that there may be no more than 15 such appointments over the time in which this Memorandum of Agreement is in force and that such approvals may occur prior to the development of guidelines and criteria as set out in G below;

G. Development of Guidelines, Criteria, and Evidentiary Requirements and Procedural Issues:

1. In any case under E and F, the President's Review Committee shall forward its decision to the Search Committee and the Appointments Committee;
2. In all cases in which C-F, inclusive, are applicable, the supporting evidence and documentation shall be provided to the Joint Committee for the Management of the Agreement (JCMA) for information, review, and discussion. JCMA shall be supplied with all offer letters, the forms used to provide evidence, and justification for starting salaries above the floors of the appropriate ranks, and a monthly summary of newly recruited employees by rank, starting salary, and allocation of CDIs and Special Increases. JCMA will endeavour to ensure that problems are identified and resolved in a timely manner;
3. JCMA shall, within six months of the effective date of this Collective Agreement, develop guidelines, criteria, and evidentiary requirements for the determination of starting salaries, including the assessment of competitive economic or other circumstances, prior academic or related experience, and meritorious achievement at other academic institutions (which may be based on factors such as years of experience in the appropriate rank and any additional factors that are considered relevant). JCMA may

delegate this work to a sub-committee, provided that JCMA gives final approval to the guidelines, criteria, and evidentiary requirements. Once JCMA approval has been given, the guidelines, criteria, and evidentiary requirements shall be provided to the Search and Appointment Committees of each Department or non-departmentalized College and to the President's Review Committee and shall be used for establishing the starting salary for all new employees. Until JCMA develops and approves these requirements, Search Committees and the President's Review Committee may develop their own guidelines, criteria, and evidentiary requirements, provided that they are consistent with this Memorandum of Agreement. Changes to the guidelines, criteria, and evidentiary requirements shall be made in the same manner;

4. The parties agree that starting salaries shall not include any salary in addition to that provided for in this Memorandum of Agreement or otherwise under the Collective Agreement;
5. The parties agree that the processes set out in this Memorandum of Agreement are to be implemented on a trial basis during the July 1, 2007-June 30, 2009 Collective Agreement. This Memorandum of Agreement shall then expire unless the parties agree otherwise.

NEW

**MEMORANDUM OF AGREEMENT NO. XX
ADMINISTRATIVE POSITIONS IN THE LIBRARY**

The parties agree that a list of the titles of administrative positions as head of a library department or head of a branch of the Library shall continue to be provided annually to the Joint Committee for Management of the Agreement.

The parties also agree that the Joint Committee for Management of the Agreement shall, after consultation with employees in the Library, discuss whether a search and appointment process is required or whether the assignment of duties by the Dean will apply to appointments to these administrative positions. If there agreement, JCMA shall forward its recommendation to the Collective Negotiating Committee.

<p>LETTER OF UNDERSTANDING NO. 1 APPOINTMENT AND REAPPOINTMENT OF SENIOR ADMINISTRATORS</p> <p>. . .</p> <p>1. The University of Saskatchewan agrees that the search procedures outlined in the policy documents issued by the Board of Governors in 1997, and as amended from time to time, shall be interpreted to include Deans (including the University Librarian), Associate Deans (including the Associate Librarian), the Associate Vice-President Human Resources, . . .</p>	<p>LETTER OF UNDERSTANDING NO. 1 APPOINTMENT AND REAPPOINTMENT OF SENIOR ADMINISTRATORS</p> <p>. . .</p> <p>1. The University of Saskatchewan agrees that the search procedures outlined in the policy documents issued by the Board of Governors in 1997, and as amended from time to time, shall be interpreted to include Deans (including the [] Dean, University Library), Associate Deans (including the Associate [] Dean, University Library), the Associate Vice-President Human Resources, . . .</p>
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NEW

LETTER OF UNDERSTANDING NO. XX
Directions to Departments and Colleges Regarding Modifications of
Standards for Renewal of Probation, Tenure, and Promotion

The USFA and the Employer have agreed to amend Articles 15 and 16 in relation to the development of standards of performance. Included in those amendments are new provisions which permit the University Review Committee and College Review Committees to from time to time require departments and colleges to review and revise their standards. As a consequence of these changes, the University Review Committee shall invoke Articles 15.10.4(i) and (ii) and 16.5.4(i) and (ii). Modified standards at all levels shall address the following:

1. There must be no distinction in the standards between normal promotion and early promotion. This is because the decision whether or not to seek promotion will now be made by the individual faculty member;
2. All departments and colleges are strongly encouraged to develop reasonable standards if they have not previously done so.

NEW

LETTER OF UNDERSTANDING NO. XX
Modification of Standards for Renewal of Probation, Tenure and Promotion in
Respect of Practice of Professional Skills and Clinicians in the College of Medicine

The parties acknowledge that the departmental and college standards in the College of Medicine in the category of Practice of Professional Skills may in some instances require research and scholarly writing that is not reasonably achievable for some faculty members because of the demands of their clinical duties. Therefore the parties agree:

1. There shall be an opportunity for the departmental and college standards pertaining to clinical faculty in the College of Medicine to be modified in the category of the Practice of Professional Skills in accordance with Articles 15 and 16. If modifications are made in respect of renewal of probation and tenure standards, a faculty member may elect whether to be assessed under the previous standards or the modified standards.
2. If any other department or college within the University has identified a similar problem in respect of the category of Practice of Professional Skills, JCMA shall determine whether paragraph 1 may apply to modifications of standards in that department or college.

DISCLAIMER: These documents are subject to final review and editing by the parties.