

# **AGREEMENT**

between

**BRANDON UNIVERSITY**

and

**BRANDON UNIVERSITY  
FACULTY ASSOCIATION**

**1 April 2023 to 31 March 2027**

This Collective Agreement made in duplicate

this 30<sup>th</sup> day of June 2024

in effect from 1 April 2023 to 31 March 2027

between

BRANDON UNIVERSITY  
a body corporate  
hereinafter referred to as

“THE EMPLOYER”

- and -

BRANDON UNIVERSITY FACULTY ASSOCIATION  
hereinafter referred to as

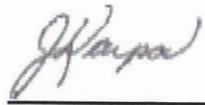
“THE UNION”

**BUFA NEGOTIATORS**

  
\_\_\_\_\_  
Alexis Braun

  
\_\_\_\_\_  
Derrek Eberts

  
\_\_\_\_\_  
John-Tomas Godin

  
\_\_\_\_\_  
Jane Karpa

  
\_\_\_\_\_  
Lisa Robson

**BOARD NEGOTIATORS**

  
\_\_\_\_\_  
Bernadette Ardelli

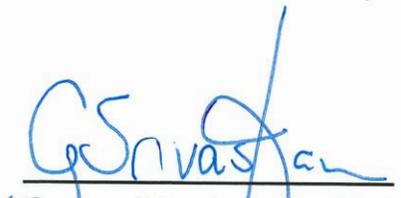
  
\_\_\_\_\_  
Kofi Campbell

  
\_\_\_\_\_  
Kristen Fisher

  
\_\_\_\_\_  
Greg Gatien

  
\_\_\_\_\_  
Melanie Sucha

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

  
\_\_\_\_\_  
Gautam Srivastava, President  
Brandon University  
Faculty Association

  
\_\_\_\_\_  
Julee Galvin, Chair  
Board of Governors  
Brandon University

  
\_\_\_\_\_  
David Docherty, President  
Brandon University

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# Preamble

Brandon University (hereinafter the “Employer”) and the Brandon University Faculty Association (hereinafter the “Union”) respect and acknowledge the Indigenous Peoples of Canada including the Métis, Inuit, Non-Status Indigenous, and more than 630 distinct First Nations communities.

The Parties acknowledge that this Collective Agreement is a legal document emanating from Western colonial traditions and systems, and thus does not reflect Indigenous legal traditions or ways of knowing and being. The Parties are committed to reconciliation, understanding it is a journey, and firmly believe in the equality and the importance of Indigenous knowledge and worldviews. The Parties welcome a new relationship and commit to working toward a process of self-determination for Indigenous members of the Brandon University community.

The Parties commit to practices that advance the principles of equity, diversity, inclusion, decolonization, and reconciliation in all aspects of the practices and processes described in this Collective Agreement, and in any further practices or processes to be developed pursuant to this Collective Agreement in the future. This commitment requires that the Parties, in good faith, engage in thoughtful, meaningful, and nuanced discussions that recognize intersectionality and are intended to mitigate the impacts of multiple sources of oppression and/or barriers to inclusion.

In the context of this Collective Agreement, the Parties recognize that Brandon University is a complete liberal arts university where the liberal arts are inclusive of the fine arts, humanities, life sciences, natural sciences, and social sciences. At Brandon University, the liberal arts are inclusive of First Nations, Métis, Inuit, and Non-Status Indigenous traditions and ways of knowing and being. Through teaching and research, Brandon University covers the full breadth of spheres of knowledge as they relate to the evolution of scholarly disciplines. The richness of a liberal arts university must be preserved, most notably for its positive impact on interdisciplinarity.

The Employer and the Union recognize that Brandon University advances the following general academic aims:

- to provide a facility for higher education;
- to provide students with an environment in which they may develop intellectually, emotionally, culturally, and socially;
- to promote the pursuit, advancement, and dissemination of truth(s) and knowledge(s);
- to serve the academic and broader communities;
- to prepare engaged citizens and insightful leaders; and
- to encourage a climate of freedom, openness, responsibility, and mutual respect in the pursuit of these goals.

Further, the Parties acknowledge the following unique context of Brandon University:

- We are an open-access university.
- We are a regional university primarily serving the Westman region and Northern Manitoba.
- We serve a large number of Indigenous students.
- We serve international students and contribute to immigration and diversity in the Westman region.
- We are primarily an undergraduate university with graduate programs represented in all Faculties.
- We provide an entry into post-secondary education for first generation students.
- We provide an entry into post-secondary education for students intending to finish their studies elsewhere.

The Parties agree, in the furtherance of these aims, to employ those means necessary, as directed by this Collective Agreement or by the principles of collegial governance, to engage in robust debate in order to resolve any issue effectively and expediently.

# Definitions

Every attempt has been made to use inclusive language in this Collective Agreement. A word used in the singular shall also include the plural when the context so requires and a word used in the plural may also include the singular when the context so requires.

In the spirit of inclusivity, this agreement uses the phrase “First Nations, Métis, Inuit, and/or Non-Status Indigenous” wherever possible rather than the homogenizing term “Indigenous”. Wherever the phrase or the term is used, they should be read to include other related identifications (e.g., Status, Treaty, citizen, band member).

For the purpose of this Collective Agreement, the following definitions have been agreed upon:

“Academic Administrators” designates the Provost, Vice-President (Research), Deans, and the University Librarian (or equivalent).

“Academic environment” is defined as a post-secondary setting, normally at the University level, where teaching, scholarship/research, and service are expectations of employment.

“Academic experience” is professional experience obtained in an academic environment.

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

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

“Actual salary” is the salary paid to a Member, adjusted from the base salary rate (e.g., proration in respect of less than full-time status), and excludes any additional compensation (e.g., overload contracts).

“Base salary rate” is the full-time salary prescribed in Appendix F, for a Member’s rank and steps.

“BUFA” designates the Brandon University Faculty Association.

“CAUT” designates the Canadian Association of University Teachers.

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

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

“Contract Academic Staff” (CAS) designates those Members employed under temporary contracts as defined in Article 16 and Appendix A.

“Dean” designates one of the following academic administrative officers of Brandon University (the Employer): the Dean of the Faculty of Arts, the Dean of the Faculty of Education, the Dean of the Faculty of Science, the Dean of the Faculty of Health Studies, and the Dean of the School of Music.

“Department” in this Collective Agreement refers to

- (a) the subject areas in the Faculties of Arts, Science, Health Studies, and Education in which there are at least three (3) faculty members;
- (b) the undergraduate program areas in the School of Music;
- (c) graduate program areas in academic Faculties with Master’s programs and the Department of Rural Development;
- (d) the “Units” as defined below; and
- (e) such other Departments as may be determined from time to time by the Employer upon the recommendation of Senate.

“DHRA” designates the Diversity and Human Rights Advisor (or equivalent).

“Designated Groups” (“equity-deserving groups”) refers to any of the following protected groups, whether defined in legislation or in this Collective Agreement:

- (a) “Woman” refers to a person who self-identifies as a woman;
- (b) “Indigenous person” refers to a person of North American Indigenous ancestry including First Nations, Métis, Inuit, and Non-Status Indigenous;
- (c) “Disabled person” refers to a person with a long-term or recurring physical, mental, sensory, intellectual, learning, or other impairment, whether such impairment is visible or invisible, which, in interaction with attitudinal, physical, sensory, and other barriers, hinders their full and effective participation in work, education, and life;
- (d) “Racialized person” refers to someone who is affected by racism or discrimination; someone who is an actual or perceived member of a group on the basis of skin tone, origin, language, religion;
- (e) “Sex, Sexual, and/or Gender minoritized person”, which includes 2SLGBTQIA++ persons, refers to a person whose sexual and/or gender identity and/or expression diverges from the heteronormative or gender binary social construct. These populations include but are not limited to individuals who identify as Two-Spirit, lesbian, gay, bisexual, transgender, queer, intersex, and/or asexual; individuals with same-sex or same-gender attractions or behaviours and those with a difference in sex development; populations who do not self-identify with one of these terms but whose sexual orientation, gender identity or expression, or reproductive development is characterized by non-binary constructs of sexual orientation, gender, and/or sex.

“Director” designates one of the following administrative officers of Brandon University (the Employer): the Dean of Students; the University Registrar; the Chief Information Officer (or equivalent); the Director, Recruitment and Retention; the Director, Admissions and Awards;

the Director, Indigenous Peoples' Centre; and where appropriate in relation to the Collective Agreement, the Provost, the Vice-President (Research) (or equivalent), the Associate Vice-President (Indigenous Initiatives) (or equivalent), and the Vice-President (Administration & Finance) when a direct supervisor.

"EDIDR" refers to equity, diversity, inclusion, decolonization, and reconciliation, as defined in Article 5.

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

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

"Grievancer" designates the officer of the Employer who has allegedly breached one of the Articles of this Collective Agreement and against whom the Union has filed a grievance.

"Grievor" designates the Union who files a grievance in accordance with Article 4. It may be the Union acting on behalf of a Member, or the Union acting on its own.

"Indigenous or Traditional Knowledge", in accordance with the Tri-Council's policy statements, refers to the knowledge held by First Nations, Métis, Inuit, and Non-Status Indigenous peoples, the Indigenous peoples of Canada. Traditional knowledge is specific to place, usually transmitted orally, and rooted in the experience of multiple generations. It is determined by an Indigenous community's land, environment, region, culture, and language. Traditional knowledge is usually described by Indigenous peoples as holistic, involving body, mind, feelings, and spirit. Knowledge may be expressed in symbols, arts, ceremonial and everyday practices, narratives, and, especially, in relationships. The word "tradition" is not necessarily synonymous with old. Traditional knowledge is held collectively by all members of a community, although some members may have particular responsibility for its transmission. It includes preserved knowledge created by, and received from, past generations and innovations and new knowledge transmitted to subsequent generations. In international or scholarly discourse, the terms "traditional knowledge" and "Indigenous knowledge" are sometimes used interchangeably.

"Knowledge Keeper" is a term that refers to Indigenous persons who are carriers of communally generated knowledge, who are grounded in Indigenous ways of knowing and being with a role of sharing knowledge from an Indigenous worldview. Knowledge Keepers have learned from Elders, individuals, and community; they hold and share teachings, which vary from nation to nation. Knowledge Keepers share lived experience and knowledge as teachings, imparting knowledge, culture, and values as they assist others on their learning path. Knowledge Keepers are centered in relationships and community and are dedicated to Earth/creation-centered ways of Indigenous people. They are teachers within and beyond community, and their sharing of knowledge contributes to healing and balance as well as the processing of colonial effects on Indigenous identity.

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

"MOFA" designates the Manitoba Organization of Faculty Associations.

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

“Parties” designates the Union and the Employer.

“President” designates the President of Brandon University or their designate.

“Professional Experience” refers to work experience in a professional environment other than an academic environment.

“Professional Members” designates individuals holding appointments as Professional Associates; Instructional Associates; Administrative Associates; and U Sports Athletic Coaches, Therapists, and Director.

“Professorial Members” designates individuals holding appointments as Lecturers, Assistant Professors, Associate Professors, or Professors.

“Provost” designates the Provost and Vice-President (Academic) (or equivalent).

“Special Projects” designates Community-Based Education (CBE) and Indigenous Teachers Education Program (PENT).

“Spouse/Partner” includes legal spouse, common-law spouse, or partner when so declared in writing to Human Resources.

“Union” designates BUFA.

“Unit” refers to Library and Archives, Student Services, Indigenous Peoples’ Centre, the Registrar’s Office, and such other units as may be determined from time to time by the Employer upon the recommendation of Senate.

“Vice-President (Research)” designates the Vice-President, Research and Graduate Studies (or equivalent).

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

# Article 1: Recognition

The Employer, pursuant to the certification of the Manitoba Labour Board, recognizes the Union as the exclusive bargaining agent for all Members described in Certificate No. MLB 3976 as being within the bargaining unit.

# **Article 2: Management Rights**

## **2.1 Right to Operate and Manage**

Subject to the provisions of this Collective Agreement, the Union acknowledges the right of the Employer to operate and to manage the University in accordance with its commitments, responsibilities, and obligations as set down in the Brandon University Act.

## **2.2 Regard for Members and Collective Agreement**

The Employer shall exercise this right with due regard for the rights of the Members and for just and equitable procedures consistent with this Collective Agreement.

# Article 3: Union Rights and Security

## 3.1 Dues and Information

The Employer shall deduct and remit dues and provide information to the Union as required by the provisions of The Labour Relations Act, C.C.S.M. c. L10 of the Province of Manitoba, as may be amended from time to time.

## 3.2 Members Lists

The Employer shall forward to the Union, by the fifteenth (15<sup>th</sup>) of each month, a list showing, since the issuance of the last such list, the names of all new Members, the dates on which they were employed, the Departments in which they are employed, the names of all Members who have left the employ of the Employer, with the dates of their severance, and the names of all Members who have been granted leave.

## 3.3 Services and Facilities

The Employer agrees to provide the Union with the following services and facilities:

- (a) serviced office space at agreed rates as specified on a standard lease form; the Union will bear the total cost of any telephone installation and maintenance;
- (b) internal mail service for Union business, provided that such use is not excessive; if it is, charges may be negotiated; all external mailing will be charged normal postal rates;
- (c) duplicating service, computer and audio-visual facilities at internal rates; the priority will be on the same basis as that afforded to other internal users;
- (d) meeting rooms free of charge, provided that the normal business of the University is not interrupted;
- (e) processing of the Union payroll at agreed rates as specified on a standard lease form;
- (f) access to existing bulletin boards and an additional bulletin board outside the Union office;
- (g) an account receivable for the Union, subject to the same service charges as other University accounts receivable.

### **3.4 Observers**

The Union will have the right to have an observer present at open University meetings and, subject to the usual consent of the body, to make representation to such meetings.

### **3.5 CAUT and MOFA**

The Union will have the right at any time to call upon the assistance of representatives of CAUT and MOFA. Such representatives shall have access to Brandon University premises to consult with Members, Union officials, or the Employer, provided that such consultations do not interfere with ordinary University business. Access in this Article shall not include the right of CAUT or MOFA representatives to call meetings on Brandon University premises.

### **3.6 Notice of Proposed Changes in Legislation**

The Employer shall give the Union at least three (3) months' notice of any intention to propose changes in legislation affecting the Employer, with a copy of the proposed changes.

### **3.7 Amalgamation, Consolidation, or Merger**

In the event of an amalgamation, consolidation, or merger of the University or any of its constituent units or sub-units with any other institution, the provisions of The Labour Relations Act, C.C.S.M. c. L10 in Manitoba shall apply.

### **3.8 Expansion or Extension**

In the event of an expansion and/or extension of the University by the creation of colleges, schools, or other academic units or sub-units offering academic programs, or of the offering of academic programs off campus, the employees therein who are eligible for membership in the bargaining unit shall immediately become Members of the bargaining unit and the provisions of this Collective Agreement shall apply to them.

### **3.9 Travel Reimbursement**

Members travelling on authorized University business shall be reimbursed for reasonable and actual costs of travel and subsistence according to University policy.

### **3.10 Office Space**

Members on full-time or part-time appointments are entitled to office space. The Employer shall make reasonable efforts to provide appropriate office space, which should include a telephone and a computer, to Contract Academic Staff. Members are entitled to make use of the printing, copying, and computer services of the Employer for purposes of carrying out their University duties as specified in Article 20. Work related to normal Departmental activities shall take precedence.

# **Article 4: Grievance and Arbitration**

This Article does not apply to disputes for which this Collective Agreement provides an appeal mechanism (e.g., tenure, continuing, promotion).

## **4.1 Definition**

A grievance is any dispute or complaint concerning the meaning, the application, or the alleged breach of one or more Articles of this Collective Agreement.

## **4.2 Grievor and Union Rights**

The Union has the right to be present at any stage of the procedures. The grievor may have personal support(s) present. Personal support(s) shall not respond or act as an advocate on the grievor's behalf. The grievor has the right to have advisors present at any stage of the procedures.

## **4.3 Conflict Resolution**

Upon receipt of a written request by a Member or Administrator seeking conflict resolution, the Employer shall take appropriate and timely steps to provide an opportunity for the parties to participate in conflict resolution. Participation is voluntary and, with the agreement of the parties to the conflict, the Employer shall facilitate resolution of such conflict (Member-on-Member, Member-on-Administrator) using means such as restorative justice and culturally appropriate mechanisms (e.g., healing circles); the Union may assist Members engaged in such a process. Even with an appropriate and timely process, conflict resolution is not guaranteed.

## **4.4 Informal Resolution of Grievance**

When a Member believes that they have been aggrieved, they shall make every effort to resolve the problem informally, including, if appropriate, making use of the good offices of any Member of the Union executive and/or of the University administration.

## **4.5 Formal Grievance, Step One**

The Member shall apply to the Union for consideration of their case. The Union shall decide whether or not to present a formal grievance.

### **4.5.1 Written Grievance**

Formal grievances shall be in writing and shall

- (a) specify which Article(s) of the Collective Agreement has allegedly been breached, misinterpreted, or misapplied;
- (b) specify the nature of the grievance and the redress sought;
- (c) be presented within forty (40) working days of the date of the alleged breach, or within forty (40) working days of the date on which the grievor first knew or ought reasonably to have known about the alleged breach;
- (d) be addressed to the grievancer;
- (e) be copied to Human Resources.

### **4.5.2 Meeting**

Within ten (10) working days of the receipt of the formal grievance, the grievancer and the grievor shall meet in an attempt to settle the grievance.

## **4.6 Formal Grievance, Step Two**

If no settlement is reached within ten (10) working days, the grievor may take the grievance to the President by written notice.

### **4.6.1 Meeting**

Within ten (10) working days of such notice, the President or their designate and the grievor shall meet.

### **4.6.2 Written Reply**

Within ten (10) working days of the meeting, the President or their designate shall reply in writing to the grievor with a copy to the Union.

## **4.7 Settlement of Grievance**

A grievance is settled by a written statement to that effect signed by the Parties to the grievance with appropriate action being initiated as specified in the written statement.

## **4.8 Time Limits**

All time limits in this Article are directory and not mandatory with the exception of those specified in Article 4.5.1 (c) and Article 4.9. Time limits may be extended only by written mutual consent of the Parties.

## **4.9 Arbitration**

If there is no settlement of the grievance after forty (40) working days from the start of the formal grievance procedures, then the grievor may file Notice of Arbitration with the President. Notice of Arbitration must be filed within forty-five (45) working days of the presentation of the formal grievance.

### **4.9.1 Arbitration by Three-Member Boards**

Three-member Boards of Arbitration shall be used to settle grievances which specify Articles pertaining in whole or in part to academic freedom, discrimination or harassment, and/or dismissal. The grievor shall, in the Notice of Arbitration, inform the Employer of the name and address of the grievor's appointee to the Board of Arbitration.

### **4.9.2 Employer's Appointee**

Within ten (10) working days of being served with the Notice of Arbitration, the Employer shall inform the grievor of the name and address of the Employer's appointee. If the Employer fails to do so, the grievor shall ask the Manitoba Labour Relations Board to make the appointment.

### **4.9.3 Board of Arbitration Chair**

The two (2) appointees shall jointly appoint a third person who shall act as Chair. If the appointees fail to agree upon a Chair, or if the Chair agreed upon is not available within two (2) months, then either Party may ask the Manitoba Labour Board to appoint a Chair.

### **4.9.4 Arbitration by Single Arbitrators**

Single arbitrators shall settle grievances other than those specified in Article 4.9.1. The President or their designate and the grievor shall meet within five (5) working days of receipt of

the Notice of Arbitration to appoint an arbitrator. If they are unable to agree or if the arbitrator agreed upon is not available within two (2) months, then either Party may ask the Manitoba Labour Board to make the appointment.

#### **4.9.5 Arbitration by Board of Arbitration by Agreement of Parties**

Notwithstanding the provisions of Article 4.9.4, the Parties may agree to submit any particular grievance to a three-member Board of Arbitration.

#### **4.9.6 Arbitrator Exclusions**

No person who has been involved in an attempt to negotiate, mediate, or settle the grievance in question, and/or who is precluded from participation by the provisions of The Labour Relations Act, shall be appointed as an arbitrator of the grievance in question unless by mutual agreement of the Parties.

#### **4.9.7 Evidence and Arbitrator's Decision**

The arbitrator shall hear evidence from both Parties and render a written decision which shall be final and binding on the Parties. The arbitrator shall not amend, modify, or act inconsistently with the Collective Agreement.

#### **4.9.8 Arbitration Costs**

Each Party shall bear the costs of bringing its case to arbitration.

#### **4.9.9 Arbitration Board Costs**

Each Party shall bear the costs of its appointee and shall share equally the costs of the Chair of a Board of Arbitration.

#### **4.9.10 Single Arbitrator Costs**

The costs of a single arbitrator shall be borne equally by the Parties.

# **Article 5: Equity, Diversity, Inclusion, Decolonization, and Reconciliation**

## **5.1 Statement of Principle**

### **5.1.1 Endorsement of Principles**

The Parties acknowledge, recognize, and endorse the principles of equity, diversity, inclusion, decolonization, and reconciliation (“EDIDR”).

### **5.1.2 Inequities and Systemic Discrimination**

The Parties acknowledge that there are inequities and ongoing systemic discrimination against members of equity-deserving groups and commit to positive action to improve the employment, retention, progression, and work environment of members of equity-deserving groups.

## **5.2 Equity-Deserving Groups**

### **5.2.1 Designated Groups**

For the purposes of equity, diversity, and inclusion, Brandon University shall identify the following five (5) groups as equity-deserving (hereafter “the designated groups”):

- (a) Women
- (b) Indigenous persons
- (c) Disabled persons
- (d) Racialized persons
- (e) Sex, Sexual, and/or Gender minoritized persons.

### **5.2.2 Flexible Understanding**

For the purposes of this Collective Agreement, the Parties shall maintain a flexible and purposeful interpretation of these five (5) groups, understanding that their definitions will evolve as research and understandings of equity, diversity, and inclusion continue to progress.

## **5.3 Equity, Diversity, Inclusion, Decolonization, and Reconciliation**

For the purposes of this Collective Agreement, terms shall be defined as follows:

### **5.3.1 Equity**

Equity refers to the creation of opportunities for equitable access and success for Members belonging to the designated groups in terms of their fulsome participation in all levels of the University and the distribution of resources such as funding or workload. Equitable does not mean equal; equity also demands equity-mindedness, which is the demonstration of an awareness of and willingness to address equity issues in all areas and activities, at all levels of the University.

### **5.3.2 Diversity**

Diversity refers to individual differences (e.g., personality, learning styles, physical or cognitive abilities, and life experiences) and/or group/social differences (e.g., Indigeneity, race/ethnicity, class, gender, sexual orientation, citizenship, language, country of origin, as well as cultural, political, religious, or other affiliations).

### **5.3.3 Inclusion**

Inclusion refers to the active, intentional, and ongoing practice of increasing the number and success levels of all equity-deserving Members and the development and maintenance of an environment conducive to that success.

### **5.3.4 Decolonization**

Decolonization is the process of dismantling the cultural, social, and educational structures that limit our sphere of action to Western modes of knowledge production and mobilisation. It entails interrogating, critiquing, and unsettling the dominance of Western knowledge systems as well as dismantling academic, intellectual, educational, disciplinary, and administrative power structures that carry legacies of racism, imperialism, colonialism, and other forms of historical oppression. Decolonization creates environments and conditions necessary for reconciliation. While the Parties cannot commit to immediately dismantling all structures, the Parties commit to addressing those that exist as barriers for reconciliation and Indigenous inclusivity. The Parties agree that decolonization and reconciliation should prioritize Indigenous worldviews, but decolonization should also include the knowledge, culture, worldviews, etc., of other marginalized/oppressed groups.

### **5.3.5 Reconciliation**

Reconciliation refers to positive actions, in the spaces created by decolonization, to acknowledge and legitimize the equivalency of other knowledge systems in addition to Western knowledge systems and recognize the value that these knowledge systems bring to our University. It seeks to construct and legitimize other knowledge systems by exploring and integrating many epistemologies, ontologies, and methodologies.

## **5.4 Intersectionality**

### **5.4.1 Recognition of Intersectionality**

The Parties recognize that the designated groups above are not hermetic; rather, Members may experience multiple forms of oppression and power as a result of the intersectionality of social categories such as Indigeneity, race, gender, ethnicity, socioeconomic status, gender expression, sexual orientation, disability, and/or other social identities.

### **5.4.2 Policies and Procedures**

The Parties respect and acknowledge the diverse lived experiences of Members and shall work cooperatively to ensure the diversity of these experiences is represented in the development and application of policies or procedures intended to redress the impacts of multiple sources of oppression, barriers to inclusion, or discriminatory practices toward Members.

## **5.5 Positive Action on Equity, Diversity, Inclusion, Decolonization, and Reconciliation**

### **5.5.1 Identification and Removal of Barriers**

The Parties agree to cooperate in the identification and removal of discriminatory practices or actions and/or systemic barriers in all aspects of Members' employment at Brandon University. Both Parties are committed to and support the employment of persons from diverse backgrounds and aim to provide a safe, inclusive, and welcoming environment for all Members in the context of a continuous process of decolonization and reconciliation.

### **5.5.2 Equal Pay for Equal Work**

Factors which differentiate on the grounds of membership in one (1) or more of the designated groups may not be used to justify any salary differential. Within the framework of the salary scales in this Collective Agreement based on rank, experience, and merit as reflected in Articles 7.1, 14, 15, 26, and 40, Members are entitled to equal pay for work of equal value without regard to gender identity or expression, Indigeneity, race, ethnicity, disability, or sexual orientation.

### **5.5.3 Diversity on Committees**

The Parties agree that efforts shall be made to promote diverse representation on University committees and, in particular, those that relate to terms and conditions of employment including, but not limited to, appointments, tenure, promotions, continuing, appeals, and BURC. Until individuals belonging to the designated groups are proportionally represented in the BUFA Membership, the Parties agree to developing means to appropriately distribute workload such that there is EDIDR representation in University committees without unduly burdening individual Members belonging to the designated groups.

## **5.6 Education and Training**

### **5.6.1 Jointly Developed Training**

Recognizing that advancing equity, diversity, inclusion, decolonization, and reconciliation requires ongoing education of all Members, the Employer and the Union shall jointly develop and deliver a program of training on EDIDR that shall cover, at a minimum, the principles, objectives, recent history, best practices, legal obligations, Collective Agreement language, policies, rules, and institutional expectations with respect to EDIDR in employment. This training shall be updated and provided on a regular basis such that those requiring it as per Article 5.6.2 may complete it before performing their functions.

### **5.6.2 Requirements**

BUFA Members, Academic Administrators, Deans/Directors, the Associate Vice-President (Indigenous Initiatives), the Associate Vice-President (People and Talent), the Vice-President (Administration & Finance), and/or the President, if participating in a recommendatory or decision-making process relating to appointment, career progress, or University policy or procedures, shall be required to complete the training described in Article 5.6.1 at least once every twenty-four (24) months, and before examining materials related to such functions.

### **5.6.3 Training Verification**

The Chair of any committee that requires training under Article 5.6.2 shall be responsible for verifying with Human Resources that Members are in compliance with this requirement. Any person participating in a recommendatory or decision-making process who is not a Member of the Union shall have their compliance verified by Human Resources.

## 5.7 Data Collection and Reporting

### 5.7.1 Members and Applicants

To help the Parties maintain their commitment to promoting the goal of employment equity, the Employer shall be responsible for collecting, monitoring, and compiling employment equity data, noting that no individual may be compelled to self-identify with any of the designated groups. This includes information about all Members and applicants for BUFA positions, disaggregated by the following:

- (a) women;
- (b) Indigenous persons;
- (c) disabled persons;
- (d) racialized persons;
- (e) sex, Sexual, and/or Gender minoritized persons;
- (f) individuals who do not self-identify with any of the categories above; or
- (g) individuals who prefer not to answer.

### 5.7.2 Data

The data to be collected includes, but is not limited to, the following:

- (a) applicants who meet the minimum qualifications as set out in the job advertisement (including self-identification information); who was shortlisted; who was hired;
- (b) rank and steps awarded at hire;
- (c) time to tenure or continuing status; successful and failed applications;
- (d) time from hire to promotion to the various ranks; time in rank at the various ranks;
- (e) internal funding requested, applied for, granted, and/or denied;
- (f) external funding applied for, granted, and/or denied;
- (g) leaves applied for, granted, and/or denied (by type of leave);
- (h) teaching and other workload assignments;
- (i) amended appointments applied for and granted or denied;
- (j) service as Department Chair/Program Coordinator;
- (k) administrative appointments;
- (l) terminations of full-time and part-time appointments with reasons (retirement, resignation, contract expiration, retrenchment, or dismissal, as set out in Article 31).

The Equity Review Committee may bring forward recommendations for additional data collection.

### **5.7.3 Methods**

Data shall be collected in multiple ways, including but not limited to the following:

- (a) a workforce survey, developed by the Equity Review Committee, as described in Article 7.1, including self-identification data as well as qualitative measures, collected from all Members; and
- (b) statistical data related to Article 5.7.2 compiled annually by the Employer.

### **5.7.4 Compliance with FIPPA and PHIA**

Information collected by virtue of this Article is personal information as defined by The Freedom of Information and Protection of Privacy Act (FIPPA) and/or The Personal Health Information Act (PHIA) and must be protected in conformity with legislation. Where they exceed the standards set by FIPPA and PHIA, the protections described in this Collective Agreement shall form the standard.

### **5.7.5 Storage of and Access to Data**

The Employer is responsible for maintaining the confidentiality of personal information collected under Articles 5.7.1 and 5.7.2. Information collected by virtue of this Article shall be kept separate from Members' personnel files and shall only be viewed by the persons responsible for collecting and anonymizing the data.

### **5.7.6 Annual Report on Data**

By 1 February of each year, the Employer shall report on the data collected under Articles 5.7.1 and 5.7.2 in the previous academic year, properly anonymized, to the Chair of the Equity Review Committee with copies to the Union and the President.

### **5.7.7 Equity Review Committee**

The Equity Review Committee is responsible for analyzing, reporting, and making recommendations on the data collected, as described in Article 7.1.

## **5.8 Amending Ongoing Inequities**

Without limiting measures elsewhere described in this Collective Agreement, the Parties agree to continuously and jointly develop, implement, and review corrective measures (e.g., additions to or amendments of the Collective Agreement) as systemic inequities are uncovered. Such measures may include mechanism(s) to monitor and evaluate their success in ensuring the systemic inequities are corrected effectively and in a timely manner. They should be developed using a broadly collegial process including consultation and agreement by Members.

# Article 6: Indigenization and Reconciliation

In the spirit of inclusivity, this Agreement uses the phrase “First Nations, Métis, Inuit, and/or Non-Status Indigenous” wherever possible rather than the homogenizing term “Indigenous”. Wherever the phrase or the term is used, they should be read to include other related identifications (e.g., Status, Treaty, citizen, band member).

## 6.1 Statement of Principles

### 6.1.1 Unique and Distinct

The Parties acknowledge the unique and distinct experiences and realities of First Nations, Métis, Inuit, and Non-Status Indigenous Members which are distinct from those of other marginalized groups. The Parties commit to positive action toward ending the historical and ongoing marginalization and devaluation of Indigenous Peoples, their knowledge, traditions, voices, and ways of knowing and being by and at Brandon University.

### 6.1.2 Primary Guardians and Interpreters

First Nations, Métis, Inuit, and Non-Status Indigenous Peoples are the primary guardians and interpreters of their arts, sciences, and practices and cultures, whether created in the past or developed in the future. The Parties recognize that Indigenous ways of knowing, voices, and critiques belong in all spaces and practices at Brandon University, including academic leadership, collegial governance, teaching, scholarship/research, service, and the administration of this Collective Agreement.

### 6.1.3 Creating Spaces and Practices

The Parties commit to creating spaces and practices where Indigenous knowledge and ways of knowing and being are researched, taught, and lived alongside and in relationship with Western forms of knowledge. The Parties commit to the ongoing process of reconciliation, which begins with learning new ways of thinking, teaching, and serving communities.

### 6.1.4 Sustained Commitment and Action Toward Reconciliation

Reconciliation is an ongoing and long-term process, requiring sustained commitment and action. The Parties acknowledge that we are still in the early stages of this process. Reconciliation demands prompt, considered, and careful actions to effect meaningful change. The Parties therefore reaffirm their commitments to enacting the Calls to Action from the Truth and Reconciliation Commission.

## **6.2 Community**

### **6.2.1 Centrality of Community**

Relationship and community are central to Indigenous ways of knowing and being. They are crucial components of First Nations, Métis, Inuit, and Non-Status Indigenous identity and culture. The Employer and the Union shall strive to properly value, acknowledge, and respect the significance of community for Indigenous Members in all areas of this Collective Agreement.

### **6.2.2 Working Alongside**

The Parties shall engage with and work alongside First Nations, Métis, Inuit, and/or Non-Status Indigenous Elders, Knowledge Keepers, Spiritual Leaders, other individuals recognized as knowledge holders by community, and communities in the ongoing process of Indigenizing the University. The Parties agree that fulsome efforts shall be made to engage First Nations, Métis, Inuit, and/or Non-Status Indigenous communities in decisions regarding Indigenous issues.

## **6.3 First Nations, Métis, Inuit, and Non-Status Indigenous Members**

### **6.3.1 Identity and/or Citizenship**

First Nations, Métis, Inuit, and/or Non-Status Indigenous identity and/or citizenship is an active process that is affirmed, supported, and enhanced through one's own community and kinship relationships. Identity and/or citizenship as an Indigenous person is not only based at the individual level but also at the community level as individuals are accepted/acknowledged as a community member.

### **6.3.2 Identity and/or Citizenship Fraud and Misrepresentation**

Indigenous identity and/or citizenship fraud and the misrepresentation of Indigenous ancestry and/or community relationships are highly damaging and destructive to Indigenous individuals and communities, as well as to the University and to the broader community. The Parties acknowledge that this fraud and misrepresentation is present in higher education and must be defended against effectively, expediently, and carefully.

### **6.3.3 Substantiation Policy and Process**

The Employer shall establish, in consultation with the Union and its Members, a policy and process to substantiate Indigenous identity and/or citizenship in a culturally appropriate, fair, equitable, and transparent manner. This work, as well as any subsequent updates to this work,

shall include meaningful consultation with Indigenous nations/community and Indigenous Members. At a minimum, such a policy will include provision to engage Elders and/or Knowledge Keepers to substantiate the claims of individual Members. Current Members may opt to undertake the substantiation process described above.

### **6.3.4 Interim Process**

Until the policy described in Article 6.3.3 has been adopted, any Member who self-identifies as First Nations, Métis, Inuit, and/or Non-Status Indigenous shall be considered an Indigenous Member, provided that the self-identification is documented on the basis of

- (a) substantiation through Knowledge Keepers, Elders, and/or community; or
- (b) government documentation (e.g., family records, status card, membership in a Métis organization).

## **6.4 Positive Action on Indigenization and Reconciliation**

### **6.4.1 Supplementary/Alternative Data Collection, Analysis, and Reporting**

In addition to the provisions of Article 5.7, supplementary data collection and alternative data collection means may be required in order to support Indigenization and reconciliation. Monitoring progress on Indigenization may also require additional or alternative forms of data analysis and reporting. Such analysis and reporting shall be done in consultation with Indigenous Knowledge Keepers, Elders, Spiritual Leaders, Indigenous Members, and/or communities.

### **6.4.2 Inclusion of Indigenous Perspectives**

Throughout this Collective Agreement, the Parties are committed to the inclusion of Indigenous perspectives, acknowledging their importance and value, and strive to respect the distinct and unique experiences and realities of First Nations, Métis, Inuit, and Non-Status Indigenous Members in the application of all procedures impacting Member work (e.g., appointments, tenure, promotion, continuing, evaluation, workload, leave, and other University policies and procedures).

### **6.4.3 Appropriate Distribution of Workload**

Until First Nations, Métis, Inuit, and Non-Status Indigenous individuals are proportionally represented in the BUFA Membership, the Parties agree to developing means to appropriately distribute workload such that there is Indigenous representation in University committees without unduly burdening First Nations, Métis, Inuit, and Non-Status Indigenous Members, or Members holding an Indigenous-focused position.

## **6.5 Indigenous-Focused Positions**

### **6.5.1 Preference to Indigenous Candidate**

Where positions have been defined to have an Indigenous focus, whether that focus be in teaching, scholarship/research, or providing support/services, preference will be given to an appropriately qualified Indigenous candidate.

### **6.5.2 Workload and Target Communities**

Where a position has an Indigenous focus, that Member cannot be compelled to perform work disproportionately to their job description or perform duties outside of their job description such that any need in the target community for that position (i.e., Indigenous students, faculty, and/or community) goes unmet. Where the Member agrees to additional or alternate responsibilities that require a change to their approved workload, on the recommendation of their Department and approval of their Dean/Director, there shall be a mechanism to ensure the target community's needs continue to be met. The Member shall also receive a commensurate reduction in regular duties and/or appropriate remuneration as per Article 20 and Appendix F (i.e., according to negotiated processes and rates of compensation).

## **6.6 Indigenous Member Work Assignment**

### **6.6.1 Workload**

Where positions have been filled by First Nations, Métis, Inuit, or Non-Status Indigenous Members, such Members cannot be compelled to perform work disproportionately to their job description or perform duties outside of their job description. Where the Member agrees to these additional or alternate responsibilities, a commensurate reduction in regular duties or appropriate remuneration is required according to Article 20 and Appendix F.

## **6.7 Support for First Nations, Métis, Inuit, and Non-Status Indigenous Members**

### **6.7.1 Members with Experiential/Traditional Career Paths**

The Parties shall make available appropriate mentorship and support to First Nations, Métis, Inuit, and Non-Status Indigenous Members who come to the University through an experiential/traditional career path as defined in Article 15. Such support shall include but not be limited to any of the following:

- (a) orientation to University policies, procedures, and governance;
- (b) introduction to an Elder or Knowledge Keeper;

- (c) supports to develop teaching;
- (d) supports to develop professional service practice;
- (e) supports to develop scholarship/research (funding, ethics, dissemination);
- (f) additional supports in developing a tenure, continuing, or promotion dossier;
- (g) extended period of eligibility to the BURC New Scholars category.

Similar supports may be offered to any Indigenous Member upon request.

### **6.7.2 Knowledge Recognition**

In all cases, such mentorship shall take into account provisions honouring multiple forms of knowledge recognition, including but not limited to degrees/accreditation, experiential/traditional (e.g., recognition of Indigenous scholarship in tenure and promotion).

# Article 7: Equity Review Committee

## 7.1 Committee Mandate

### 7.1.1 Legacy of the Status of Women Review Committee

The Parties recognize the significant work performed by the Status of Women Review Committee since its inception to advance the position of women at Brandon University and to promote equity for women Members. The Parties further recognize that while much progress has been made, such efforts at improving opportunities and equity for women need to continue, and to extend to all designated groups as defined in this Collective Agreement. From this point, the Equity Review Committee shall assume and broaden the mandate previously held by the Status of Women Review Committee.

### 7.1.2 Equity Committee

An Equity Review Committee shall be established to review the progress being made toward equity, diversity, and inclusion (EDI); to analyze equity in the hiring and the employment status of designated groups/Members; and to submit jointly to the Union and the President recommendations for improvements on an ongoing basis as per Article 5.8. The Equity Review Committee shall have the authority to review University policies that impact Members in their work and to submit jointly to the President and the Union recommendations for amendments to such policies to improve equity for the designated groups. The Committee shall also have the authority to review, make recommendations, and monitor the progress of equity, diversity, and inclusion in any other University matters or processes as pertains to the terms and conditions of this Collective Agreement.

Reports and findings of the Equity Review Committee shall be shared with the President and the Union, and directly and openly with the University community.

The Committee may also undertake any other activities that promote and/or enhance equity, diversity, inclusion, decolonization, and reconciliation (EDIDR) at the University at its discretion.

## 7.2 Committee Composition

The Faculties/Units, the Union, and the President shall make every reasonable effort to include on the Committee members belonging to one (1) or more of the designated groups and/or members who have in-depth or extensive knowledge of EDIDR principles and practices.

The Equity Review Committee shall consist of the following:

- the BUFA Vice-President Equity (ex-officio, non-voting);
- the Vice-President (Research) (ex-officio, non-voting);
- the Diversity and Human Rights Advisor (ex-officio, non-voting);
- two (2) members appointed by the President, at least one (1) of whom shall be an Academic Administrator;
- one (1) Member appointed by the BUFA Executive;
- one (1) Member from each Faculty elected by each faculty council;
- one (1) Member from the Library and Archives/Student Services/Indigenous Peoples' Centre elected by Library and Archives/Student Services/Indigenous Peoples' Centre;
- one (1) Chair, who shall be a Member though not the BUFA Vice-President Equity, selected by the Committee. Where the Chair is selected from current committee members, their Faculty/Unit shall elect a replacement representative. The Chair shall vote only in the instance of a tie. The Chair of the Equity Review Committee shall receive three (3) credit hours course release per academic year.

Committee members will be elected/appointed for three (3) year staggered terms.

In the spirit of Article 5.6.2, each Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Equity Review Committee members shall complete this training together at the beginning of each academic year.

## **7.3 Work of the Committee**

### **7.3.1 Survey and Quinquennial Report**

#### **7.3.1.1 Survey**

Every five (5) years, the Committee shall conduct a survey of all Members to gather information about the current state and conditions of EDI at the University. Quantitative data solicited will involve areas such as hiring, tenure, continuing, promotion, sabbaticals, and research grants. The survey will also gather qualitative data on the experiences of all Members.

#### **7.3.1.2 Quinquennial Report**

Using the survey results and the data collected by the Employer and provided annually to the Committee (Article 5.7.6), the Committee will create a quinquennial report. This report will include an analysis of the survey results and data collected with particular reference to

the designated groups. The report will also contain recommendations to improve the working conditions of Members who belong to the designated groups and to improve EDI overall at the University.

The Committee shall submit the report to the Union and to the President. This report shall be uploaded to the University website, and the Committee may communicate the findings in public presentations to the University community. The Committee may also develop other methods of dissemination.

The Union and the President shall respond in writing to the recommendations within six (6) months. This response shall include detailed rationales for adopting or declining recommendations, as well as an action plan for implementing those recommendations that are adopted. The response from the President and from the Union shall be posted to the University website on the same page as the original report.

### **7.3.2 Progress Report**

Between quinquennial report years, the Committee will produce a progress report. The progress report will analyze the impact of the actions and/or inactions of the University and the Union in response to the quinquennial report. The progress report shall also review the response to other recommendations made by the Committee.

Work on this progress report shall begin no sooner than eighteen (18) months following submission of the quinquennial report, and it shall be completed no later than eighteen (18) months prior to launching the next survey.

The Committee shall develop its own methods for analyzing progress and for producing this progress report.

The Committee shall send a copy of the progress report to the Union and to the President. The progress report shall be uploaded to the University website, and the Committee may communicate its findings in public presentations to the University community. The Committee may also develop other methods of dissemination.

### **7.3.3 Ongoing Review**

The ongoing work of the Equity Review Committee shall include, but is not limited to, the following:

- (a) upon request by a Faculty/Unit, assist the Faculty/Unit in developing its EDI employment goals and plan;
- (b) review Faculty/Unit employment goals and plans and make recommendations for amendments;
- (c) review and respond to Faculty/Unit teaching and/or professional service workload assignment reports as described in Article [7.3.4](#);
- (d) review University policies impacting Members and make EDI recommendations;

- (e) review annual data received from the Employer as per Article 5.7.6, and offer recommendations as to what other data and/or processes are needed for the Committee to monitor EDI progress.

The Equity Review Committee shall report at least annually to the Parties to this Agreement.

### **7.3.4 Faculty Workload Reports**

Consistent with Article 20 (Workload), Deans/Directors shall, on an annual basis, provide a report to the Equity Review Committee, copied to each Department Chair and the Provost. The Faculty Workload Reports shall describe, but not be limited to, the following:

- (a) any equity issues arising in teaching and/or professional service workload assignment;
- (b) any equity or fairness concerns raised by Members or Departments in those assignments;
- (c) how such concerns were addressed or resolved; and
- (d) how principles of equity, diversity, and inclusion were considered in final decisions on teaching and/or professional service workload assignment to represent the interests of Members belonging to the designated groups.

The Equity Review Committee shall provide a response, in writing, to the Deans/Directors, with copies to Department Chairs and the Provost, noting their observations and any recommendations for future equity considerations in subsequent teaching and/or professional service workload assignment.

The Equity Review Committee may compile these reports and responses for purposes of its own EDI Report, progress reporting, or other analysis.

## **7.4 Standing and/or Ad Hoc Action Committees**

### **7.4.1 Committees and Terms of Reference**

The Equity Review Committee may create standing and/or ad hoc action committees to assist the University community in implementing the Equity Review Committee's recommendations and advancing EDIDR principles.

The Women and Sex, Sexual, and/or Gender Minoritized Persons Standing Committee (formerly the Status of Women Review Committee) and the EDI Mentorship Committee may be two (2) such standing committees.

The Equity Review Committee shall develop the terms of reference for any standing and/or ad hoc committee. Any such standing committees may be formalized in the Collective Agreement.

## **7.4.2 Composition of Standing and/or Ad Hoc Committees**

Membership in a standing and/or ad hoc committee is not limited to members of the Equity Review Committee, but each standing and/or ad hoc committee shall include a minimum of one (1) Equity Review Committee member. BUFA Members must form a majority of each standing and/or ad hoc committee.

## **7.5 Activities**

Activities of the Equity Review Committee and any of its standing and/or ad hoc committees may include, but are not limited to, research mentoring, networking, celebrations of the research success of Members belonging to the designated groups, or organizing lectures.

These activities shall not replace the responsibility of the Parties in advancing equity, diversity, inclusion, decolonization, and reconciliation described elsewhere in this Collective Agreement or by way of other institutional policy.

## **7.6 Resources**

### **7.6.1 Financial Resources**

The Parties shall equally provide the Equity Review Committee with adequate resources to fulfill the requirements of this Article. Such resources include, but are not limited to, the following:

- (a) access to legal advice independent of either Parties' legal counsel in any case involving any possible conflict of interest;
- (b) up to three (3) credit hours of funding at Contract Academic Staff course-based contract rates per year to hire a research assistant; and
- (c) \$5,000 per year for use by the Committee and its standing and/or ad hoc committees to support their reporting and implementation initiatives. The Committee may elect to hire a research assistant with funds available.

#### **7.6.1.1 Equitable Distribution of Financial Resources**

The Equity Review Committee shall ensure that funds are equitably distributed between its standing and ad hoc committees.

### **7.6.2 Information and Technology Resources**

The Employer will provide the Committee with the informational and technological resources to conduct the survey and create the report.

### **7.6.3 Person Resources**

The Committee may consult with the Office of Institutional Data and Analysis, Office of Research Services, Human Resources, Communications, and Information Technology Services in the survey distribution and delivery, data collection, data storage, data analysis and interpretation, and report presentation and dissemination.

### **7.6.4 Additional Resource Requests**

The Equity Review Committee may submit requests to the Employer, and copied to the Union, for additional resources to support its work. This includes financial, information and technology, or person resources. Such requests will not be unreasonably denied.

### **7.6.5 Retention of Surplus Funds**

The Committee shall retain any surplus funds, without reduction to future funding, for use in a future year.

## **7.7 Data Protection**

### **7.7.1 Compliance with FIPPA and PHIA**

Information collected by virtue of this Article is personal information as defined by The Freedom of Information and Protection of Privacy Act (FIPPA) and/or The Personal Health Information Act (PHIA) and must be protected in conformity with legislation. Where they exceed the standards set by FIPPA and PHIA, the protections described in this Collective Agreement shall form the standard.

### **7.7.2 Storage of and Access to Data**

The Parties are responsible for maintaining the confidentiality of personal information collected and provided to it under Article 7.3.1. Information collected by virtue of this Article shall be kept separate from Members' personnel files and shall only be viewed by the persons responsible for collecting and anonymizing the data.

# Article 8: No Discrimination or Harassment

## 8.1 Positive Action

The Parties commit to positive action, including education, training, and early resolution of conflict, to prevent discrimination and harassment in the workplace and to mitigate its effects.

### 8.1.1 Human Rights Code Based Discrimination and Harassment

The Parties hereto subscribe to the principles of The Human Rights Code, C.C.S.M. c. H175 ("the Code"). There shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any Member or applicant for a position under Certificate No. MLB 3976 in regard to any aspect of their employment on the basis of characteristics

(a) enumerated in the Code, including the following:

1. ancestry, including colour and perceived race;
2. nationality or national origin;
3. ethnic background or origin;
4. religion or creed, or religious belief, religious association, or religious activity;
5. age;
6. sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
7. sender identity;
8. sexual orientation;
9. marital or family status;
10. source of income;
11. political belief, political association, or political activity;
12. physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
13. social disadvantage;

(b) analogous grounds;

(c) and/or on the basis of the following characteristics:

1. physical size or weight; and
2. membership or activity in BUFA, MOFA, CAUT, or any other trade union or association (except as limited by the provisions of The Labour Relations Act).

### **8.1.2 Workplace Safety and Health Act Harassment**

The University will ensure, so far as is reasonably practicable, the safety, health, and welfare at work of all workers and an environment for Members free from harassment as set out in The Workplace Safety and Health Act, C.C.S.M. c. W210 (“WSHA”) and The Workplace Safety and Health Regulation, Man Reg 217/2006, as amended from time to time.

Every worker while at work shall, in accordance with the WSHA, take reasonable care to protect their safety and health and the safety and health of other persons who may be affected by their acts or omissions at work.

“Harassment” means the following:

- (a) objectionable conduct that creates a risk to the health of a worker; or
- (b) severe conduct that adversely affects a worker’s psychological or physical well-being.

For the purpose of the definition of “harassment”, conduct is objectionable if it is based on race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin. Conduct is severe if it could reasonably cause a worker to be humiliated or intimidated and is repeated or, in the case of a single occurrence, has a lasting, harmful effect on a worker. Harassment includes any objectionable or severe conduct which misuses power or authority. Reasonable conduct of an employer or supervisor in respect of the management and direction of workers or the workplace is not harassment. In this Article and in the definition of “harassment”, “conduct” includes a written or verbal comment, a physical act or gesture or a display, or any combination of them.

## **8.2 Other Measures**

This Article shall not preclude any employment equity or pay equity measures mandated by law or agreed to by the Parties, including action that has as its objective to increase the representation of the designated groups for employment equity within the University, namely women, Indigenous persons, disabled persons, racialized persons, and sex, sexual, and/or gender minoritized persons.

### **8.3 Conflict of Interest or Conflict of Commitment**

No Member and no officer of the Employer shall take part in formal discussions or vote with regard to the determination of the terms and conditions of employment where there is a real or perceived conflict of interest or conflict of commitment.

### **8.4 Diverse Representation on Committees**

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

# Article 9: No Sexual Harassment

## 9.1 Commitment

The Parties commit to positive action, including education and training, to prevent sexual harassment in the workplace and to mitigate its effects. The Parties commit to promoting a culture of consent and respect, developing awareness and prevention of sexual harassment, reducing the occurrence of sexual harassment and sexualized violence, and responding to the needs of Members, including both complainants and respondents and all those affected by sexual harassment.

## 9.2 Definition

Sexual harassment is uninvited and unwanted sexual attention made by a person who knows, or reasonably ought to know, that it is unwelcome as perceived by the recipient of the behavior. Sexual harassment is prohibited under The Human Rights Code C.C.S.M. c. H175 (“the Code”) and is defined as the following:

- (a) a course of abusive and unwelcome conduct or comment made on the basis of gender identity, sex, or sexual orientation, including but not limited to comments, gestures, unwanted touching, sexual requests, offensive jokes or pictures, and/or actions which are offensive, inappropriate, intimidating, and/or hostile; or
- (b) a sexual solicitation or advance made by a person who is in a position to confer any benefit on, or deny any benefit to, the recipient of the solicitation or advance, if the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (c) a reprisal or threat of reprisal for rejecting a sexual solicitation or advance.

For purposes of this Article, a Member may be the alleged survivor/victim or the alleged respondent/accused of sexual harassment. All Members, including survivors and respondents, have the right to Union representation and support, as per Articles 12 (Rights and Responsibilities) and 13 (Discipline), in matters related to sexual harassment.

## 9.3 Consent

Consent is the voluntary agreement to engage in a sexual activity and to continue to engage in the activity. An individual’s consent can be withdrawn at any time. A Member who is involved in, or is entering into, a consensual relationship that the Member is concerned may relate to matters dealt with in this Article shall advise the Dean/Director who shall relieve them of any related supervisory or evaluative role.

## **9.4 Subject to Discipline**

The Parties agree that sexual harassment as defined herein may be the subject of discipline. The Parties further agree that individuals who perjure themselves during disciplinary hearings or make false and malicious accusations may be subject to disciplinary action.

## **9.5 Incidents/Complaints**

The Sexualized Violence Education and Prevention Coordinator (SVEPC) is the primary point of contact for matters relating to sexual harassment. The SVEPC will provide supports and make recommendations as appropriate.

## **9.6 Discipline**

Discipline for sexual harassment shall only be imposed through the investigative and disciplinary procedures defined in Article 13. Any investigation and/or discipline shall clearly reference Article 13.

## **9.7 Grievance/Arbitration of Discipline**

Any discipline imposed on a Member for sexual harassment shall be subject to the grievance and arbitration procedure as per Article 4. In the event that the disciplinary measure is removed in the grievance or arbitration procedure, at the Member's request all reference to the complaint of sexual harassment shall be removed from their personnel file.

## **9.8 Grievance/Arbitration of Complaint**

Any complaint of sexual harassment may be subject to the grievance and arbitration procedure as per Article 4.

## **9.9 Documents**

All documentation and reports related to an investigation and/or discipline for sexual harassment shall be managed according to Articles 13 (Discipline) and 32 (Personnel Files).

# Article 10: Academic Freedom and Collegial Governance

## 10.1 Academic Freedom

The common good of society depends upon the search for knowledge and its free expression and dissemination. Academic freedom in universities is essential to both these purposes in the educational mission of the University as well as to Members' scholarship, research, creative activity, professional activity, and service. Academic freedom ensures the right of Members to teach, to investigate, to speculate, to comment, to criticize, to collect, to curate, to create or perform works of art, and/or to support others in pursuit of these activities, without deference to prescribed doctrine. These rights are to be understood as central to the protection of the public interest and the pursuit of truth(s).

Freedom of expression is a fundamental human right, guaranteed under the Charter of Rights and Freedoms; academic freedom is a professional right of academic staff. Academic freedom does not confer legal immunity and is limited by the law (including protections against harassment, discrimination, and hate speech). Academic freedom does not diminish a Member's obligation to meet their responsibilities under this Collective Agreement or serve as a defense against illegal activities.

### 10.1.1 Guarantees

Specifically, academic freedom ensures, among other things, the freedom to

- (a) examine, question, teach, and learn. In teaching, Members have the right to the free expression of their views and may choose content, use pedagogical methods, and refer to materials without censorship or reference or adherence to prescribed doctrine. As part of their educational activities, Members are entitled to conduct frank discussion of potentially controversial matters which are related to their subjects. This freedom will be based on the understanding that it is shared by all Members;
- (b) discuss and disseminate opinions on questions relating to the Member's teaching, professional, and research activities both inside and outside the classroom;
- (c) pursue, without interference or reprisal, a Member's own research, creative or professional activities, and to publish the results thereof;
- (d) acquire, preserve, and provide access to documentary material in all formats, no matter how controversial these materials may be, and to ensure that these materials are freely accessible;

- (e) criticize and critically evaluate societal institutions including the government, the University, the Union, or any corporate, political, public, or private institution;
- (f) engage in service to the institution and the community;
- (g) participate in professional and representative academic bodies;
- (h) work in a safe environment, free from harassment and discrimination, such that their academic freedom may be fully and freely expressed; and
- (i) exercise their civil rights through expression of opinions on matters of public interest, including the right to contribute to social change.

### **10.1.2 No Censorship or Reprisal**

Academic freedom respects the rights of Members by protecting Members from institutional orthodoxy, censorship, or reprisal when they engage in intramural or extramural expression and/or activity.

The exercise of academic freedom shall not cause the imposition of any penalty or reprisal on a Member by the Employer or the Union. Neither shall the Employer or the Union condone the restraint of academic freedom or the imposition, arising from its exercise, of any penalties or reprisals upon Members by any person, institution, agency, or corporation with whom the Employer or the Union does business, or by any donor to the University or the Union, or from any source within the University.

### **10.1.3 No Requirement for Neutrality**

Academic freedom does not require neutrality on the part of the Member. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly and professional obligation to search for knowledge and truth(s) with integrity and rigour.

### **10.1.4 Protecting Academic Freedom**

The Parties agree to promote, uphold, and protect the principles of academic freedom, not to infringe upon or abridge academic freedom, and to use all reasonable means in their power to protect that academic freedom when it is threatened.

The credibility of the principles of academic freedom depends upon a collective commitment to exercise these principles in a manner consistent with the scholarly obligation to base research and teaching on an honest and ethical search for knowledge.

## **10.2 Collegial Governance**

### **10.2.1 Definition**

For the purposes of this Collective Agreement, collegial governance or collegiality shall refer to the right and responsibility of the academic members of the institution (i.e., BUFA Members, Academic Administrators, and the President) to play a decisive role in the institutional processes that shape the conditions of academic work. This includes, but is not limited to, participation in academic governance structures; institutional systems of peer review; setting the academic priorities, policy, and procedures of the University as they relate to its academic and societal functions; and related decision-making processes. Such participation occurs either directly or through representation on applicable committees.

The principle and practice of collegial governance is essential for and depends on the free and full exercise of the academic freedom of Members.

### **10.2.2 Collegial Governance and Management Rights**

Collegial governance structures do not replace the management rights recognized elsewhere in this Collective Agreement. Collegial governance structures require that Members fully participate in the bicameral governance bodies of the University, according to the terms of those bodies as may be amended from time to time, including Senate, General Faculty Council, Faculty Councils, individual Departments, the Board of Governors, and other bodies that play a role in the oversight of the University and its management, where such management involves the academic affairs of the institution or related issues, but are not administrative bodies advisory to the President (e.g., President's Executive Council, President's Advisory Council, Deans' Council).

### **10.2.3 Collegial Governance and Member Rights**

BUFA Members retain the rights, privileges, and responsibilities flowing from participation and/or representation at all levels of the bicameral governance structure of the University including Departments, Faculties, Senate, and the Board of Governors, as well as committees and subcommittees of any of these bodies, and any working groups, task forces, ad hoc committees, advisory groups, and/or other instances created to propose, review, or advise on any University policy, procedure, plan, vision, or other document related to the academic and/or societal mission of the University or to the working conditions of Members. Senate and the Board of Governors retain the right to determine levels of participation, rights, privileges, and responsibilities of their members and members of their committees, working groups, task forces, advisory groups, and other ad hoc subcommittees.

Where the processes established in this Collective Agreement, including but not limited to tenure, continuing, promotion, workload, appointments, and BURC, involve faculty participation, they shall be deemed to be based on sound principles of collegial governance. The Parties agree that where no specific language or processes exist in this Collective Agreement, academic decision-making shall employ the principles of collegial governance.

### **10.2.3.1 No *Prima Facie* Conflict of Interest or Commitment**

Participation by a Member in the collegial governance of the University does not constitute a *prima facie* conflict of interest or commitment. Members retain the right to participate in the governance of the University at all levels without limitations based upon membership in the Union. This includes the right to remain Members of the bargaining unit while serving in governance roles, with the exception of any academic members who are excluded by virtue of holding an appointment described by Certificate No. MLB 3976. Any such Member, as per Article 26.2, shall, at the termination of that appointment, immediately be a Member as if they had been a Member continuously throughout such appointment. Members may take part in discussing and voting on issues concerning general conditions of employment for Members, unless the discussion and voting deals with the circumstances of the Member themselves as an isolated issue, separate and apart from consideration of other Members.

### **10.2.3.2 Majority Voice**

On all committees, subcommittees, working groups, advisory groups, panels, or similar such bodies, which have recommendatory or decision-making ability on matters relating to the academic mission of the University, Members shall hold a majority of voting seats, except where the composition of those bodies is created through the bicameral governance structure or the University through collegial governance as described in Articles (10.2.2 and 10.2.3), and except for administrative bodies that are advisory to the President (e.g., President's Executive Council, President's Advisory Council, Deans' Council).

### **10.2.4 Collegial Governance and Union Rights**

On all committees, subcommittees, working groups, advisory groups, panels, or similar such bodies, which have recommendatory or decision-making ability on matters relating to the working conditions of Members, and for which the composition is not laid out in this Collective Agreement or mandated by applicable legislation, the Union shall have the right to appoint members to the body. BUFA appointees to any such body shall have the right to discuss and consult with the Union on any matter before them.

The Union shall have the right to make representations to and bring forward questions directly to the Board of Governors as well as to any member of the University administration.

### **10.2.5 Collegial Governance in the Selection and Renewal of Academic Administrators**

The Parties agree that Members have a central role to play in the selection of Academic Administrators, excluding those in an acting capacity for fewer than six (6) weeks.

All Members of an academic unit shall be invited to provide confidential input on the selection or renewal of their administrator.

## **10.2.6 Collegial Governance Shall Not Take Precedence over Academic Freedom**

The University's institutional right to be self-determining and self-governing necessarily presumes collegial decision-making processes. The right to self-governance shall not take precedence over an individual's academic freedom. Any claim by the Administration at Brandon University that this institutional right takes priority over the academic freedom of individuals represents a form of institutional censorship.

# Article 11: Openness and Transparency

## 11.1 Purpose

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

## 11.2 Open Process

Pursuant to achieving the goals of Article 11.1, the Parties agree that decision-making processes of collegial governance and the financial operations of the University shall be open.

## 11.3 Standard of Openness

For the purposes of interpreting this Clause, the standard of openness, as it pertains to the processes of collegial governance, includes the normal advance notice of the meetings of the Board of Governors and Senate and access to the agenda, minutes, and supporting materials of the open portion of scheduled meetings of the same.

Open and transparent process includes but is not limited to the provision of the following:

- (a) copies of the annual operating budget and budget actuals;
- (b) the opportunity for timely participation by Members when the institution engages in major planning exercises;
- (c) access to debates and decisions of the Board, Senate, and their subcommittees, including any documents upon which those decisions were based and any ensuing documents, subject to the duties of confidentiality; and
- (d) a registry of all vendor and services contracts and agreements signed, including summary information.

## 11.4 Notice Period

Open and transparent process requires that the Employer normally provide at least two (2) weeks' advance notice of all open meetings as well as access to the agenda and supporting materials of scheduled meetings, except as pertains to the bicameral governance bodies as stated in Article 11.3.

## 11.5 Information Disclosure

### 11.5.1 Information

Effective collective bargaining and the proper administration of the Collective Agreement can only be realized if both Parties have access to necessary information. Both Parties agree to use professional discretion in dealing with this information. This information will normally be provided in electronic form.

To this end, the Employer undertakes to provide the Union with the following, at the times indicated:

- (a) on 30 September of each year, a list showing, for the previous academic year, the name, rank, salaries, stipends and all other discretionary monies whether added to base salary or not, first date of hire, University email address, type of appointment, including Department and Faculty, and a list of Members on an approved leave for all or part of the year. The list of Members on leave shall indicate the type of leave that the Member was on;
- (b) on 30 September of each year, for those Members on term appointments, the reasons for the appointment categorized according to the relevant terms in Article 15;
- (c) on 30 September of each year, a list showing, for the previous academic year, all Contract Academic Staff, including the names and Faculty/Unit;
- (d) on 30 September of each year, a list of all Deans/Directors, Associate Vice-Presidents, Vice-Presidents, and the President excluded from the Union and the total compensation including salaries, stipends, pension plans, and perquisites;
- (e) on 30 September of each year, a statement of the number of Members of the Union that did not expend all the professional development allowance available to them and the total amount remaining in the PDA pool, per Faculty/Unit, as of the previous 1 April;
- (f) on 30 June of each year, a copy of the Employer's annual audited financial statements and supporting schedules;
- (g) at the same time as Members in the Union are informed of the Employer's decision(s), the letters with respect to sabbatical or special leave and any other kinds of leave, subject to the duties of confidentiality, of one (1) week or longer;
- (h) on 30 September of each year, the total salary figure expended for term appointments made to replace Members who were on leave during the previous academic year; and
- (i) copies of formal, public, institutional, or other public representations, and amendments to previous submissions submitted in response to requests from the Federal Government, or the Provincial Government, which directly address the terms and conditions of employment of Members.

### **11.5.2 Compliance with FIPPA and PHIA**

Information collected by virtue of this Article is personal information as defined by The Freedom of Information and Protection of Privacy Act (FIPPA) and/or The Personal Health Information Act (PHIA) and must be protected in conformity with legislation. Where they exceed the standards set by FIPPA and PHIA, the protections described in this Collective Agreement shall form the standard.

### **11.5.3 Storage of and Access to Data**

Each of the Parties is responsible for maintaining the confidentiality of personal information collected and provided to it under Article 11.5.1. Information collected by virtue of this Article shall be kept separate from Members' personnel files and shall only be viewed by the persons responsible for collecting and anonymizing the data.

### **11.5.4 Requests for Additional Information**

The Union may make requests for information additional to the above where it relates to labour relations. The Employer will comply with its obligations under The Labour Relations Act, The Brandon University Act, The Freedom of Information and Privacy Protection Act, and The Personal Health Information Act in considering such requests.

# Article 12: Rights and Responsibilities

## 12.1 Principles

### 12.1.1 Complementarity

The rights and responsibilities described herein complement and reinforce the rights and responsibilities elsewhere described in this Collective Agreement.

### 12.1.2 Aims of the University

The Parties agree that all rights and responsibilities contained herein are exercised in furtherance of the general and specific aims of the University, as recognized in the [Preamble](#).

## 12.2 Rights

### 12.2.1 Academic Freedom

Academic freedom, as defined in Article [10](#), is a necessary precondition of academic work; no Member's academic freedom will be hindered or breached. Members retain the right to academic freedom in activities that extend into the community.

### 12.2.2 Collegial Governance

The Parties shall adhere to the principles of collegial governance, such that Members may participate fully and freely in the academic governance of the University as described in Article [10](#).

### 12.2.3 Member of a Department

Members have a right to be a member of a Department as a fundamental locus of participation in collegial governance.

### 12.2.4 Privacy in Communications

Members have a reasonable right to privacy in their personal and professional communications and files, whether on paper, digital, or in any other form. The Employer and/or its delegates shall not intentionally or with malice breach a Member's privacy.

### **12.2.5 Work-Life Balance**

Members have the right to maintain a healthy and appropriate work-life balance. The Employer shall recognize and respect Members' boundaries in their efforts to achieve this balance insofar as those boundaries have been communicated.

### **12.2.6 Safe Environment**

Members have the right to work in a safe environment. The Employer shall provide protective measures to ensure the physical, psychological, and emotional well-being of Members while exercising their job-related functions on campus. Where the University requires a Member to work off campus to fulfill job duties, the Employer shall be responsible for the Member's physical, psychological, and emotional well-being while exercising their job-related functions while at work.

### **12.2.7 Communication with Union**

Members have the right to communicate with the Union on any matter related to the terms and conditions of their employment, including perceived breaches of academic freedom or collegial governance processes, any article of the Collective Agreement, or any University policy.

### **12.2.8 Union Representation**

Members have the right to be accompanied and represented by a Union official in any interaction with a member of the University administration.

### **12.2.9 Led by and Selection of Academic Administrator**

Members have the right to be led by an Academic Administrator, including the right to participate in the selection of such an administrator through transparent and open hiring processes, the right to periodically and meaningfully review such administrators, and, where the Academic Administrator is externally selected, the right to recommend rank and steps for the Academic Administrator's landing position. Members in Units not led by Academic Administrators as of 1 April 2023 are to be addressed in a Memorandum of Understanding (MOU), to be negotiated by the Parties.

### **12.2.10 Workload Assignment**

Members have the right to have their workload assigned fairly, equitably, consistently, and appropriately as per Article 20 in accordance with their job classification and rank.

### **12.2.11 Regular Responsibilities**

Members have the right to perform their work as described in this Collective Agreement through a job description and/or through the qualifications by rank (Article 14) and workload (Article 20). No Member shall have additional responsibilities imposed that interfere with their regular responsibilities.

### **12.2.12 Office Space**

Each Member is entitled to the following, including, but not limited to, a furnished office which contains a desk, chair, telephone, working computer with current productivity and educational software and internet access, and access to a printer. Contract Academic Staff may be assigned shared office space.

### **12.2.13 Evaluations**

Members have the right to receive evaluations (Article 19) from a qualified evaluator, and by means appropriate to each Member's position. Such evaluations must be formative, meaningful, and useful for the Member's personal and career development (e.g., tenure, continuing, promotion.)

### **12.2.14 Orientation**

Each new full- and part-time Member is entitled to receive orientation to their position and to the University, including but not limited to policies, expectations, supports, Union membership, timelines, rights and responsibilities of the role, and available spaces and resources.

### **12.2.15 Mentorship**

Members are entitled to receive mentoring in their functions within the University upon request.

### **12.2.16 Communication**

Members are entitled to timely, fulsome, and transparent communications regarding all aspects of University business that affect their ability to teach, research, or perform professional service or service to the University.

### **12.2.17 Timely Decision-Making**

Members are entitled to timely decision-making on matters affecting them individually or collectively, when those matters relate to processes, procedures, rights, or responsibilities described in this Collective Agreement or in University policies.

### **12.2.18 Application of Policies**

Members have a right to the fair and consistent application of all University (Senate, Board, or other) policies relating to the academic mission of the University or to their terms and conditions of employment, without discrimination and with due regard for principles of natural justice.

### **12.2.19 Fair, Equitable, and Transparent Discipline**

Members are entitled to a fair, equitable, and transparent disciplinary process, when applicable, as prescribed in Article [13](#).

### **12.2.20 Whistleblower Protection**

Members are entitled to report misconduct, mismanagement, or other breaches consistent with The Public Interest Disclosure (Whistleblower Protection) Act, as may be amended, without reprisal.

### **12.2.21 Governance of Professional Organizations**

Members have the right to participate in the governance of their professional organizations, including but not limited to membership on executive boards or committees of such organizations, and to have such work recognized within their service obligations.

### **12.2.22 Participation in Professional Development**

Members have the right to develop their professional expertise through regular participation in professional development activities. The Employer shall not unreasonably deny requests for scheduling changes in order for Members to participate in such activities.

### **12.2.23 Reporting on Professional Development Funds**

Members have the right to receive, twice per year, updates on the balance of funds remaining in their Professional Development Account.

### **12.2.24 Retention of Email Access**

BUFA Members retiring from Brandon University have the right to retain their Brandon University email address for a period of at least one (1) year; retirees may request to extend this period.

### **12.2.25 Other Rights**

All other rights as articulated elsewhere in this Collective Agreement or in federal and/or provincial statutes shall also be recognized.

## **12.3 Responsibilities**

### **12.3.1 Ethics and Honesty**

Members have the responsibility to act ethically, honestly, and with due regard to balancing the advancement of their career with the needs of the University.

### **12.3.2 Academic Freedom**

Members have the responsibility to exercise, protect, and promote academic freedom as defined in Article [10](#).

### **12.3.3 All Aspects of Workload**

Members have the responsibility to undertake work related to all aspects of their workload, as applicable by position and job description, and defined in Articles [14](#) and [20](#), and Appendices [B](#), [C](#), [D](#), or [E](#).

### **12.3.4 University Policies**

Members have the responsibility to follow applicable University policies (e.g., Workplace Safety and Health policies, research policies, Brandon University Policy for Off-Campus Activities), where such policies were developed and enacted transparently, fairly, and appropriately through collegial governance processes.

### **12.3.5 Students**

Members have the responsibility to foster and maintain an environment conducive to effective and engaged student learning and development. This includes the responsibility to respect the individual dignity of each student, to develop and adhere to clear expectations in syllabi, and to ethically supervise assistants and markers.

### **12.3.6 Availability for Work on Campus**

Members have the responsibility to teach assigned courses to registered students at the times and places in the academic sessions designated in the registration guide and to be available for work on the campus to which they are primarily attached.

### **12.3.7 Scholarly and/or Professional Competence in Discipline**

Members have a responsibility to maintain scholarly and/or professional competence in their discipline; this includes the responsibility to participate in professional development as applicable.

### **12.3.8 Identification of Affiliation with Brandon University**

Members have the responsibility to identify their affiliation with Brandon University in knowledge mobilization and dissemination, where the work was undertaken as part of their employment relationship with the University.

### **12.3.9 Participation in Collegial Governance**

In the context of collegial decision-making, Members have the responsibility to participate in the governance of the University through active participation in Department meetings and Faculty Councils. As a Member progresses in their career at the University, they have the responsibility to participate to a reasonable extent in other University governance structures (e.g., Faculty, University, Senate, Senate Committees) and the Union.

### **12.3.10 Engagement with Colleagues**

In performance of their collegial governance and other administrative service, Members have a responsibility to engage fairly, ethically, and respectfully with their colleagues; to objectively assess the performance of their colleagues when such assessment is required; to avoid discrimination; and to uphold the academic freedom of their colleagues.

### **12.3.11 EDIDR**

Members have the responsibility to actively participate in the required equity, diversity, inclusion, decolonization, and reconciliation training mandated by this Collective Agreement (Article 5.6.2) and to put into practice the principles of equity, diversity, inclusion, decolonization, Indigenization, and reconciliation in all aspects of their work for the University.

### **12.3.12 Service Unrelated to Employment**

In service activities that extend to the community but that are not related to their employment at the University, Members shall not purport to represent the University or speak for it, or to have its approval, unless such authority has been given in writing.

### **12.3.13 Other Responsibilities**

All other responsibilities enumerated elsewhere in this Collective Agreement shall also be recognized.

# Article 13: Discipline

## 13.1 Generalities

### 13.1.1 Subject to Grievance

All discipline and all processes that may lead to discipline shall comply with this Article. This Article is subject to grievance per Article 4.

### 13.1.2 Just, Reasonable, and Sufficient Cause

A Member may be disciplined only for just, reasonable, and sufficient cause and in accordance with this Collective Agreement. The Employer bears the onus of proving that any disciplinary action taken was for just, reasonable, and sufficient cause. Disciplinary action shall be fair, reasonable, commensurate with the seriousness of the breach(es), and based on the principles of progressive discipline and natural justice.

### 13.1.3 Written Notice and Meeting

No matter may be brought forward as a reason for disciplinary action, suspension, or dismissal unless it has been previously communicated, in writing, to the Member prior to any disciplinary process being initiated and within ten (10) working days of when the Employer knew or ought to have known of the issue giving rise to potential discipline. The Member shall be provided with five (5) working days' written notice of a meeting with the Employer. This notice shall be copied to the Union. At the meeting, the Member shall be provided with a letter which includes specific details of the alleged cause for the discipline. The Employer shall not initiate any disciplinary action based upon anonymous evidence. The Member may choose to respond to allegations at the meeting or may reserve the right to respond at a later time to be decided at the meeting.

### 13.1.4 Restrictive Use of Reports

Under no circumstances shall reports of disciplinary measures be used as part of tenure, continuing, or promotion recommendations or decisions.

### 13.1.5 Right to Union Representation

The Union shall be notified and has a right to represent a Member in any discussion, meeting, investigation, or other process that could lead to discipline, which the Member is required to

attend. A Member also has the right to a Union representative in any discussion, meeting, investigation, or other process which the Member is required to attend, and which the Member believes may lead to discipline.

### **13.1.6 Informal Resolution**

The Parties agree that wherever possible and reasonable, efforts shall be made to resolve issues informally, preferably through a restorative lens. Any Member involved in an informal resolution process has the right to a Union representative in any discussion or meeting. The Parties shall make every reasonable effort to engage in informal resolution processes that are culturally appropriate (e.g., healing circles).

### **13.1.7 Advocate**

A Member belonging to one (1) or more designated groups engaged in any disciplinary process, or process they believe may lead to discipline, has the right to bring an advocate in addition to representation from the Union.

### **13.1.8 No Discipline for Respecting Picket Line**

In accordance with The Labour Relations Act C.C.S.M. c. L10, the failure or refusal of any Member to pass through or work behind any lawfully established picket line shall not be deemed a breach of this Collective Agreement and the Employer shall not discipline or otherwise discriminate against any such Member. However, the Employer shall not be required to pay wages to a Member for any period during which the Member refuses to perform the work for which they are employed.

### **13.1.9 No Discipline for Illness**

Medical disability or illness, physical or psychological, shall not be cause for reprimand, suspension, or dismissal, unless the Member has unreasonably refused medical attention. When a Member's performance is judged to be inadequate and where it is believed that this inadequacy may be the result of illness, the University may require that they produce a medical certificate. If there is then evidence that the inadequate performance is the result of illness, the Employer shall consider accommodation or sick leave and not disciplinary action.

### **13.1.10 No Discipline for Exercise of Academic Freedom**

A Member shall not be disciplined for exercising their academic freedom nor for the breach of a rule, protocol, regulation, or instruction that itself breaches this Agreement.

### **13.1.11 No Admission of Wrongdoing**

Failure of a Member to grieve a disciplinary measure shall not be deemed an admission of wrongdoing.

## **13.2 Disciplinary Measures**

### **13.2.1 Forms of Discipline**

The only disciplinary measures that may be imposed are a letter of warning, a letter of reprimand, suspension, or dismissal for cause. Disciplinary measures may be accompanied by remedial and/or corrective action (e.g., EDIDR training, restricted access to a physical area of the University, restrictions on attendance or participation in specific University activities).

#### **13.2.1.1 Letter of Warning**

The letter of warning shall contain a clear statement of the details of the performance or conduct issue of concern, an indication of what has been discussed with the Member about the issue, and a clear indication of the behaviour(s) and/or expectations(s) to be met by the Member. The letter of warning may also include an action plan of what steps the Member needs to take, an indication of what the Employer will do to assist with this process, and a reasonable timeframe in which the changes or improvements need to occur. Only the Member's Dean/Director, the Associate Vice-President (People and Talent), a Vice-President, or the President may issue a letter of warning. Letters of warning shall be copied to the Union and to the Associate Vice-President (People and Talent) and shall be placed in the Member's personnel file for a defined period as set out in the letter. Such a defined period shall not exceed two (2) years, unless there is a subsequent disciplinary action concerning a similar matter within that period of time, in which case the period may be extended by no more than one (1) additional year.

#### **13.2.1.2 Letter of Reprimand**

The letter of reprimand shall contain a clear statement of the reasons for taking the action, a clear indication of the behaviour(s) and/or expectation(s) to be met by the Member, and a statement of any remedial action the Member is required to take. The letter of reprimand shall be clearly identified as a disciplinary measure. Only the Member's Dean/Director, the Associate Vice-President (People and Talent,) a Vice-President, or the President may issue a letter of reprimand. Letters of reprimand shall be copied to the Union and to the Associate Vice-President (People and Talent) and shall be placed in the Member's personnel file according to Article [32](#).

#### **13.2.1.3 Suspension Without Pay**

Suspension without pay is the act of the Employer in relieving a Member of their duties for significant cause and without their consent. Suspension without pay may only occur for sig-

nificant breaches of policy and/or misconduct that endangers the physical or psychological well-being of others, or only when other avenues of progressive discipline have been exhausted as appropriate and commensurate with the circumstances. Before suspension occurs, a Member must be provided in writing with details relating to the reason(s) for the suspension, the length of the suspension, and any conditions attached to a return to work. The Member will also be afforded an opportunity to meet with the Employer to respond to such details before or shortly after being placed on suspension. The Union shall be copied on all written communication and notified prior to this meeting, in keeping with Article 13.1.3. Suspensions without pay must be for a predetermined period, commensurate with the issues giving rise to the discipline. Only the Associate Vice-President (People and Talent), a Vice-President, or the President may suspend a Member. Letters of suspension shall be copied to the Union and to the Associate Vice-President (People and Talent) and shall be placed in the Member's personnel file according to Article 32.

#### **13.2.1.4 Dismissal for Cause**

Dismissal for cause means the termination of an appointment by the Employer. Only the President may recommend dismissal to the Board.

##### **13.2.1.4.1 Contract Academic Staff and Right of First Refusal**

In the case of Contract Academic Staff, removal of right of first refusal (RFR) shall be deemed equivalent to dismissal. Non-maintenance of RFR, per Article 16.4.3.1, shall not be employed as a disciplinary measure.

##### **13.2.1.4.2 Proration**

When a Contract Academic Staff is dismissed for cause, if they opted for lump sum payment at the end of the contract, the Member will be paid on a prorated basis for the time served up to the effective date of dismissal.

### **13.2.2 Rights of Members While on Suspension**

#### **13.2.2.1 Email Access**

During a period of suspension, the Member may retain access to their University email account and to all other University privileges that may be accessed remotely.

#### **13.2.2.2 Failure to Comply with Remedial Action**

Where the University has imposed discipline on a Member and demanded any remedial or other action be undertaken by the Member as part of the disciplinary measure, the University may not subsequently impose further discipline on the Member for failure to comply with the remedial or other action, provided the Member files a grievance/unjust treatment within the time limits set out in this Agreement.

## **13.3 Investigations**

### **13.3.1 Fair and Complete Investigation**

Disciplinary measures shall be initiated only after completion of a fair and complete investigation. The investigation shall not include information anonymous to the Member, except in cases where the Employer demonstrates that significant harm may be caused by revealing identifying information. An investigation does not constitute discipline.

### **13.3.2 Notification**

Before an investigation is initiated, the Employer shall notify the Member and Union that such an investigation will occur.

### **13.3.3 Investigator**

An investigation shall be conducted by an administrative officer or other qualified person, designated by the Employer, who is not a Member of the bargaining unit.

### **13.3.4 Decision Not to Proceed**

At any step in the investigation the Employer may elect not to proceed and shall inform the Member and Union of this decision. In such case, no documentation concerning the matter shall be placed in the Member's personnel file, or any file held in the Dean/Director or DHRA offices.

### **13.3.5 Expedient, Thorough, and Fair Process**

The investigation shall be conducted in an expedient manner consistent with the need for a thorough and fair process. Following appointment of a qualified investigator, the investigation shall normally not exceed forty (40) working days. Regular updates will be provided to the Member(s), whether complainant or respondent, and their Union representative(s) when applicable.

### **13.3.6 Investigative Report of Findings**

The investigator shall submit the investigative report to the President or designate. The investigative report shall provide findings but not recommendations.

### **13.3.7 Notice of Meeting and Provision of Investigative Documents**

At the end of the investigatory process and before any disciplinary action is taken, the Employer shall give five (5) working days' notice of a meeting with the Member and the Union.

Prior to this meeting, the Parties will inquire as to any cultural or equity considerations that need to be taken into account. If the Member does not respond to this inquiry within two (2) working days, it will be understood that no cultural and/or equity considerations need be taken into account. Unredacted versions of all documents, a record of all investigatory activities, and all evidence related to the investigation shall be provided to the Member and Union with this notice, except in cases where the Employer demonstrates that significant harm may be caused by revealing identifying information. In such cases, only the identifying information shall be redacted from the documents provided to the Member and the Union. No further documentation shall be collected by the Employer for the purpose of this investigation subsequent to the notice of this meeting.

### **13.3.8 Written Response**

Within ten (10) working days of the report meeting referred to in Article [13.3.7](#), the Member and/or the Union may provide a written response to the findings of the investigative report.

### **13.3.9 Decision**

Within ten (10) working days of receipt of the written response, the appropriate administrator(s) shall render a decision with rationale and inform the Member and Union in writing at a meeting to discuss the decision.

## **13.4 Administrative Suspension**

### **13.4.1 Non-Disciplinary**

An administrative suspension is a non-disciplinary removal of a Member from some or all duties pending the outcome of an investigation.

### **13.4.2 Purpose**

The purpose of an administrative suspension is to ensure a fair and thorough investigation that may or may not lead to disciplinary measures.

### **13.4.3 Continuation of Pay and Benefits**

Administrative suspensions are in all cases with full pay and benefits. Members may retain access to their University email account and all University privileges that may be accessed remotely.

#### **13.4.4 President's Decision**

Should the Provost and/or the Associate Vice-President (People and Talent) determine that an immediate administrative suspension with pay is required, they shall make the recommendation to the President, who shall decide the matter. The Employer shall ensure that a full and complete investigation is completed as soon as practicable.

#### **13.4.5 Only in Cases of Imminent Danger or Threat**

An administrative suspension may only occur where the Member is reasonably deemed to pose a clear and imminent danger to the physical or psychological safety of any member of the university community, or a clear and imminent threat to the functioning of the institution.

#### **13.4.6 Length of Suspension**

The length of an administrative suspension shall be no longer than required to complete the investigation. The investigation shall not be unduly delayed.

# Article 14: Qualifications by Rank

## 14.1 General

### 14.1.1 Career Development Pathways

The qualifications specified in this Article are modeled on the conventional career development pattern of Members, a pattern that is typically associated with a degrees/accreditation pathway. The Parties recognize that the career development of some Members diverges from this model, and that these diverse paths merit equitable treatment, valuation, and consideration: some Members gain Indigenous knowledge from lived experience or the teachings of Elders or Knowledge Keepers; in some fields the Doctorate is not the terminal degree; in some, scholarship/research is not measured by publications; and in some, experience, maturity, and/or service in an academic environment, in a community, or elsewhere rather than formal study are the best or only ways of developing professionally. The establishment of equivalency for professional preparation for those with diverse career paths is addressed in Article [15.2](#).

### 14.1.2 Credential Completion Requirements

Where a terminal degree or equivalent academic or professional credential is the normal level of professional preparation expected for the area, and the candidate to be appointed is in the process of completing such degree or equivalent academic or professional credential, the Letter of Appointment must stipulate the requirement of completion of the appropriate credential as a condition of tenure, continuing, and/or promotion. Where a Member's professional preparation has been established through equivalencies (as per Article [15.2](#)), and the Member is also in the process of completing a degree or credential, the completion of the degree or credential shall not be a condition of tenure, continuing, and/or promotion.

### 14.1.3 Designated Groups

The Parties recognize that differing career patterns may be more common among members belonging to the designated groups. Members may choose to articulate ways in which experiences or events have influenced their career path, including factors resulting from their belonging in one (1) or more of the designated groups. When articulated by a Member, these differences shall be taken into account in writing in assessing qualifications, as set out in this Article, of members of these groups.

## **14.2 Equivalencies for Experiential/Traditional Career Paths**

### **14.2.1 Established at Appointment**

Equivalencies for experiential/traditional career paths shall normally be established at time of appointment (as per Article 15.2) and do not require re-establishment at tenure, continuing, or promotion.

### **14.2.2 Establish Prior to Tenure/Continuing/Promotion**

If an equivalency has not been established at time of appointment but needs to be established for a Member's tenure, continuing, or promotion, the Dean/Director and the Department/Non-Departmental Committee for the tenure/continuing/promotion shall, as closely as possible, follow the process outlined in Article 15.2. Equivalency must be established before application for tenure, continuing, or promotion as outlined in Articles 17.1.1 and 18.1.1.

In establishing equivalency for tenure, continuing, or promotion, all parties commit to meeting timelines as described through Articles 17 and 18. Should this process require additional time for reasons outside the Member's control, extensions shall not be unreasonably withheld.

### **14.2.3 Appeals**

Members denied equivalency may appeal to the Provost within ten (10) working days of notification. The appeal shall be presented in writing and specify the grounds on which it is based. Upon receiving the appeal, the Provost shall advise the President and the Union who shall each appoint one (1) member to an Appeals Committee within one (1) week of receiving notice. The two (2) members appointed shall select a Chair. Should the two (2) members not agree upon a Chair within one (1) week, a Chair shall be selected by the Joint Administrative Committee from among tenured Members, with each Party having three (3) exclusions. The JAC shall make its decision within one (1) week. The Union, the President, and the members chosen by the Union and the President shall make every reasonable effort to include members belonging to the designated groups on the Committee.

As per Article 5.6.2, each member of the equivalency Appeals Committee shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Committee members shall have completed this training within the previous twenty-four (24) months and prior to examining any materials relevant to the appeals.

This appeal procedure shall replace grievance and arbitration (Article 4) for equivalency procedures and decisions. The Appeals Committee shall utilize the procedures set out by The Labour Relations Act and the Brandon University/BUFA Handbook on Appeals Procedures. In case of discrepancies, The Labour Relations Act will take precedence. Within one (1) week of

being fully established, the Appeals Committee shall begin to review the appeal and shall normally make its decision within two (2) weeks. The decision of the Appeals Committee shall be final and binding on both Parties and the Member. The Appeals Committee shall send its decision with rationale, in writing, to the Member, with copies to the Department/Non-Departmental Committee, the Dean/Director, the Provost, and the Union.

### 14.3 Definitions of Criteria for Professorial Ranks

- (a) “Professional preparation” refers to degrees and training from recognized institutions, or as established through the procedures in Article 15.2, and/or professional experience. Professional experience may be field-specific and/or interdisciplinary and may include activities performed outside post-secondary teaching, research, and service contexts. For First Nations, Métis, Inuit, and Non-Status Indigenous Members, relevant professional experience may include work in their communities or organizations.
- (b) “Teaching” refers to transmission of knowledge, development of students’ academic and professional skills and creativity, ongoing commitment to epistemology through course design, development, Indigenizing of extant course material, delivery, and student assessment. Teaching can occur through engagement with students inside and outside the classroom (e.g., lecture, seminar, laboratory, tutorial, studio, musical ensembles, field or clinical instruction, land-based instruction, supervision of undergraduate or graduate research). Instruction may be delivered in person, online (synchronous or asynchronous format) or in a blended model (combined online and in person) (see Article 22).

Evidence of teaching activity that may be considered includes, but is not limited to, the Dean’s evaluation of teaching, peer review of teaching, self-evaluation and reflection on teaching, student surveys, the design or adoption of innovative methods of teaching (including those that address EDIDR in pedagogy or Indigenous methods of teaching and knowing and/or culturally sensitive use of Indigenous materials), or other contributions to the teaching activities of the University that demonstrate teaching effectiveness. Members may also demonstrate efforts to improve teaching through professional development activities such as participation in seminars, colloquia, workshops, and events that address EDIDR and Indigenization (e.g., participation in BU Teachings House, the Pulling Together Learning Cohort, EDIDR book clubs, accessibility programs, unconscious bias training additional to the training mandated in this Collective Agreement).

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

Evidence of scholarship/research that may be considered includes, but is not limited to, the following: the publication of books, monographs, and contributions to edited books; papers in refereed journals; papers in non-refereed journals; book reviews; papers/presentations delivered at professional meetings; submissions to public bodies;

participation in panels; unpublished research including current work in progress; grants and grant writing; substantial editorial activity on a collected work, journal, periodical, or volume; published textbooks and curriculum materials (including case studies); established pathways for the distribution of knowledge in an Indigenous language; applied professional work (including clinical activity) that has had a recognized impact on the profession or on First Nations, Métis, Inuit, and/or Non-Status Indigenous communities; knowledge mobilization and/or oral presentations in Indigenous community settings; creative works and performances; and scholarship as shown by the Member's depth and breadth of knowledge and general contributions to the research life of the University. Peer review may include Indigenous community assessments of the impact of contributions to Indigenous knowledge and understanding. Some criteria are more applicable than others to drama, fine arts, and music; thus, the following criteria for assessment are listed solely as a guide. For these disciplines, evidence of creativity and innovation may be assessed by specific accomplishments, commissioned works, shows, exhibitions, performances, curatorial activities, publication (including recordings and broadcasts) of creative work, and may include the context of the creative accomplishment (e.g., where a work is performed or exhibited). It is recognized that a level of scholarly competence may be achieved by a Member such that, without extensive publication, they become an acknowledged authority in their field. Evidence that a Member is regularly consulted as a research resource by established researchers or authorities outside the University shall be accepted as evidence of scholarship/research

- (d) "Service" refers to activities conducted by a Member in their responsibility to participate in the collegial governance and work of the University, as well as contributions to their profession and to the broader community by virtue of a Member's job-related competence. Participation in collegial governance and work of the University may include, but is not limited to, active participation on University, Faculty, Department, and Union committees; chairing a Department; academic student advising; peer review of teaching; student recruitment and retention initiatives; or EDIDR and/or Indigenization initiatives. Service to the profession may include, but is not limited to, serving on an editorial board or academic refereeing; serving a professional and/or academic association in a designated capacity; reviewing grant applications for external funders; or acting as a referee for applications for tenure and promotion at other institutions. Service to the broader community may include, but is not limited to, activities of importance to a First Nations, Métis, Inuit, and/or Non-Status Indigenous Member's community (e.g., participation in ceremonies). It may also include supporting community organizations for which the Member does not receive substantial remuneration. Members belonging to the designated groups (see Article 5) who provide support or mentoring for students, faculty, staff, or the broader community by virtue of belonging in one (1) or more of the designated groups shall have this service recognized.
- (e) It is recognized that, depending upon discipline, certain activities may align with different qualifications (i.e., Article 14.3 (a) – (d)) or, in some cases, more than one (1) qualification. The Member shall indicate under which qualification activities shall be considered or provide rationale for including an activity (or activities) in more than one (1) qualification with reference to the norms of scholarly activity in their discipline, for purposes of tenure and promotion.

## 14.4 Qualifications of Professorial Ranks

### 14.4.1 Lecturer

- (a) Professional Preparation: The Master's degree or equivalent academic or professional credential, normally in the area of specialization, or experiential/traditional equivalency as established through the procedures in Article 15.2 is required.
- (b) Teaching: None is required.
- (c) Scholarship/Research: None is required.
- (d) Service: None is required.

### 14.4.2 Assistant Professor

- (a) Professional Preparation: One (1) of the following is required:
  - (i) the Doctorate or equivalent academic or professional credential;
  - (ii) a combination of the Master's degree or equivalent academic credential, normally in the area of specialization, and five (5) years of relevant experience in one (1) of the following: 1) post-Master's experience in an academic environment; 2) professional experience; or 3) a combination of the two (2);
  - (iii) an experiential/traditional equivalency as established through the procedures in Article 15.2.
- (b) Teaching: Evidence of teaching competence is preferred, but not a requirement for initial appointment to this rank. Evidence of teaching competence is required for promotion to this rank (but see Article 15.7 (g)). All post-secondary teaching experience, whether gained in a university or equivalent environment, will be considered.
- (c) Scholarship/Research: The Doctorate or equivalent academic or professional credential is sufficient evidence of scholarship/research for appointment to this rank, although not required. Promotion from Lecturer requires clear evidence of scholarship/research beyond the requirements of the Master's degree, or equivalent academic or professional credential, demonstrated by the development of scholarship/research over a period of time.
- (d) Service: For initial appointment at this rank, some evidence of service is preferred. Evidence of service over a period of time is required for promotion to this rank and for the granting of tenure at this rank.

### 14.4.3 Associate Professor

- (a) Professional Preparation: The Doctorate or equivalent academic or professional credential, normally in the area of specialization, or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.

- (b) Teaching: Evidence of teaching competence in a university or equivalent environment is required. For an initial appointment and in exceptional cases where a person has had no previous experience, evidence of teaching ability is expected.
- (c) Scholarship/Research: There must be clear evidence of scholarship/research activities or accomplishments beyond the requirements for the Doctorate, or equivalent academic or professional credential, demonstrated by the development of scholarship/research over a period of time.
- (d) Service: For initial appointment at this rank, there must be evidence of meaningful service in the academic and/or broader community. For tenure at this rank, there must be evidence of meaningful service within rank. For promotion to this rank, there must be evidence of meaningful service over a period of time in the rank of Assistant Professor.

#### **14.4.4 Professor**

- (a) Professional Preparation: The Doctorate or equivalent academic or professional credential, normally in the area of specialization, or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.
- (b) Teaching: Evidence of teaching competence in a university or equivalent environment is required.
- (c) Scholarship/Research: Clear evidence of contributions to scholarship/research beyond those required for promotion or appointment to Associate Professor, as recognized by peers in the discipline, is essential.
- (d) Service: For initial appointment at this rank, there must be evidence of a record of meaningful service in the academic and/or broader community. For tenure at this rank, there must be evidence of meaningful service within rank. For promotion to this rank, there must be evidence of meaningful service over a period of time in the rank of Associate Professor.

### **14.5 Professional Associates**

Professional Associates are employed to facilitate the academic process by engaging in functions including but not limited to counselling, library and archives services, continuing education services, and off-campus program delivery.

#### **14.5.1 Definitions of Criteria for Professional Associates**

- (a) “Professional preparation” refers to degrees, diplomas, certificates, and training from professionally recognized institutions, or preparation recognized in the professional discipline concerned, or an experiential/traditional equivalency as established through the procedures in Article 15.2.

- (b) “Professional experience” refers to the Member’s competence and effectiveness in carrying out the activities of their professional specialty during the time period specified. The requirement for academic experience may be waived for the purposes of determining rank at initial appointment. A Member’s professional experience will be evaluated in terms of specific job descriptions within the current rank.
- (c) “Professional attainment” refers to the quality and quantity of the Member’s achievement in their profession. Factors that may be considered include general administrative duties, the depth and breadth of knowledge of their profession, self-evaluation and reflection on professional practice, contributions to the profession, contributions of First Nations, Métis, Inuit, and/or Non-Status Indigenous Members to their communities, and scholarship/research as defined in Article 14.3 (c). A Member’s professional attainment will be evaluated in terms of their specific job descriptions, as described in Appendix B, and criteria within the current rank.
- (d) “Service” refers to activities conducted by a Member in their responsibility to participate in the collegial governance and work of the University, as well as contributions to their profession and to the broader community by virtue of a Member’s job-related competence. Participation in collegial governance and work of the University may include, but is not limited to, active participation on University, Faculty, Department, and Union committees; student mentorship outside of a Member’s job description; or EDIDR and Indigenization initiatives. Service to the profession may include, but is not limited to, serving on an editorial board or academic refereeing; serving a professional and/or academic association in a designated capacity; or reviewing grant applications for external funders. Service to the broader community may include activities of importance to a First Nations, Métis, Inuit, and/or Non-Status Indigenous Member’s community (e.g., participation in ceremonies). It may also include supporting community organizations for which the Member does not receive substantial remuneration. Members belonging to the designated groups (see Article 5) who provide support or mentoring for students, faculty, staff, or the broader community by virtue of a shared belonging in one (1) or more of the designated groups shall have this service recognized.
- (e) It is recognized that, depending upon position, certain activities may align with different qualifications (i.e., Article 14.5.1 (a) – (d)) or, in some cases, more than one (1) qualification. The Member shall indicate under which qualification activities shall be considered or provide rationale for including an activity (or activities) in more than one (1) qualification with reference to the norms of activity in their discipline, for purposes of tenure and promotion.

## 14.6 Qualifications of Professional Associates

### 14.6.1 Professional Associate I

- (a) Professional Preparation: A Master’s degree or equivalent academic or professional credential, normally in the area of specialization, or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.

- (b) Professional Experience: None is required.
- (c) Professional Attainment: None is required.
- (d) Service: None is required.

### **14.6.2 Professional Associate II**

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential, normally in the area of specialization, or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.
- (b) Professional Experience: For initial appointment at this rank, a record of at least five (5) years of successful service in the professional specialty is required. Normally at least two (2) of the years should have been in an academic environment. For promotion to this rank, a record of five (5) years of successful service at the rank of Professional Associate I or equivalent is required.
- (c) Professional Attainment: Evidence of general understanding and competent practice of the discipline is required.
- (d) Service: For initial appointments at this rank, some evidence of service is preferred. Evidence of service over a period of time is required for promotion to this rank and for the granting of tenure at this rank.

### **14.6.3 Professional Associate III**

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential, normally in the area of specialization, or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required. Additional professionally recognized study is expected.
- (b) Professional Experience: For initial appointment at this rank, a record of at least ten (10) years of successful service in the specialty is required. At least seven (7) of the ten (10) years must be in an academic environment. For promotion to this rank, a record of at least five (5) years of successful service at the rank of Professional Associate II is required.
- (c) Professional Attainment: A demonstrated ability to use professional expertise effectively, a capacity to develop and extend professional expertise, an interest and competence in keeping up with advances in the profession, and engagement in continuing professional development are required. Evidence of scholarship/research or development of programs in the appropriate discipline is required.
- (d) Service: For initial appointment at this rank, there must be evidence of meaningful service to the profession and/or broader community. For tenure at this rank, there must be evidence of meaningful service within rank. For promotion to this rank, there must be

evidence of meaningful service over a period of time in the rank of Professional Associate II.

#### **14.6.4 Professional Associate IV**

- (a) Professional Preparation: The Doctorate or equivalent academic or professional credential, normally in the area of specialization, or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.
- (b) Professional Experience: For initial appointment at this rank, at least fifteen (15) years of service in the specialty are required. At least twelve (12) of the fifteen (15) years must be in an academic environment. For promotion to this rank, a record of at least five (5) years of successful service at the rank of Professional Associate III is required.
- (c) Professional Attainment: A record of excellent performance with demonstrated leadership and evidence of substantial achievement (including scholarship/research in the discipline) is required. The significance of the record must have been subjected to external peer review.
- (d) Service: For initial appointment at this rank, there must be evidence of meaningful service to the profession and/or broader community. For tenure at this rank, there must be evidence of meaningful service within rank. For promotion to this rank, there must be evidence of meaningful service over a period of time at the rank of Professional Associate III.

### **14.7 Instructional Associates**

Instructional Associates are employed to facilitate the academic process by engaging in such functions as supervision/set-up of laboratories; preparation of laboratory materials, manuals, lab tests, and assignments; tutoring on an individual and group basis; maintaining and ordering of supplies and equipment; and assisting other faculty members in some aspect of their academic or professional activities. Instructional Associates may participate in University/community service and/or faculty/professional organizations.

#### **14.7.1 Definitions of Criteria for Instructional Associates**

- (a) "Professional Preparation" refers to degrees, diplomas, certificates, and training from recognized institutions, professional experience or preparation recognized in the discipline concerned, or an experiential/traditional equivalency as established through the procedures in Article 15.2.
- (b) "Professional Experience" refers to relevant years of service.
- (c) "Professional Attainment" refers to the quality and quantity of the Member's achievement in their profession. Factors that may be considered include general administrative duties, the depth and breadth of knowledge of their profession, and/or contributions

of First Nations, Métis, Inuit, and Non-Status Indigenous Members to their communities. A Member's professional attainment will be evaluated in terms of their specific job descriptions, as described in Appendix C, and criteria within the current rank.

- (d) "Service" refers to participation in collegial governance; other forms of service to the University, profession, or broader community are also possible. Service to the broader community may include activities of importance to a First Nations, Métis, Inuit, and/or Non-Status Indigenous Member's community (e.g., participation in ceremonies). It may also include supporting community organizations for which the Member does not receive substantial remuneration. Members belonging to the designated groups (see Article 5) who provide support or mentoring for students, faculty, staff, or the broader community by virtue of a shared belonging in one (1) or more of the designated groups shall have this service recognized.

## 14.8 Qualifications of Instructional Associates

### 14.8.1 Instructional Associate I

- (a) Professional Preparation: A Bachelor's degree, or a two (2) year certificate from a recognized institution, or extensive experience directly related to the duties listed in the relevant job description, or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.
- (b) Professional Experience: None is required.
- (c) Professional Attainment: None is required.
- (d) Service: None is required.

### 14.8.2 Instructional Associate II

- (a) Professional Preparation: A Bachelor's degree or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.
- (b) Professional Experience: A record of at least two (2) years of successful service in the specialty is required for initial appointment or promotion to this rank.
- (c) Professional Attainment: Evidence of general understanding and competent practice of the discipline is required.
- (d) Service: Participation in collegial governance is required; other forms of service shall be recognized but are not required.

### 14.8.3 Instructional Associate III

- (a) Professional Preparation: A Bachelor's degree in the discipline or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.

- (b) Professional Experience: For initial appointment, a record of at least five (5) years of successful professional and/or academic service in the area of specialization is required. For promotion to this rank, a record of three (3) years of successful service at the rank of Instructional Associate II is required.
- (c) Professional Attainment: Evidence of greater understanding and competent practice of the discipline, greater technical skills, and/or greater autonomy is required.
- (d) Service: Participation in collegial governance is required; other forms of service shall be recognized but are not required.

#### 14.8.4 Instructional Associate IV

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential in the area of specialization is preferred; a Bachelor's degree in the discipline or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.
- (b) Professional Experience: For initial appointment of those with a Master's degree, at least five (5) years of successful service, of which at least two (2) are in an academic environment and at least two (2) are in a professional environment, are required. For those with a Bachelor's degree at initial appointment, at least ten (10) years of professional experience, including at least five (5) years in an academic environment, are required. For those who attain their Master's degree after initial appointment, a record of at least five (5) years of successful service is required for promotion to this rank. For those without a Master's degree, a record of five (5) years of successful service at the rank of Instructional Associate III is required for promotion to this rank.
- (c) Professional Attainment: Evidence of comprehensive understanding and competent practice of the discipline, greater technical skills, and greater autonomy is required, which may include self-directed contributions to program development and delivery, as well as the training and supervision of assistants. IA IV may teach up to nine (9) lecture credit hours per academic year and also assist with or conduct scholarship/research. Where external mandatory provincial regulatory bodies responsible for accreditation of programs at the University require additional qualifications for teaching above the requirements noted in Article 14.8, the regulatory body's criteria will determine the required minimum expectation.
- (d) Service: Participation in collegial governance is required; other forms of service shall be recognized but are not required.

### 14.9 Administrative Associates

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

## 14.9.1 Definitions of Criteria for Administrative Associates

- (a) “Professional Preparation” refers to degrees, diplomas, certificates, and training from recognized institutions, professional experience, or preparation recognized in the discipline concerned, or an experiential/traditional equivalency as established through the procedures in Article 15.2.
- (b) “Professional Experience” refers to relevant years of service.
- (c) “Professional Attainment” refers to the quality and quantity of the Member’s achievement in their profession. Factors that may be considered include general administrative duties, the depth and breadth of knowledge of their profession, and contributions of First Nations, Métis, Inuit, and/or Non-Status Indigenous Members to their communities. A Member’s professional attainment will be evaluated in terms of their specific job descriptions, as described in Appendix D, and criteria within the current rank.
- (d) “Service” refers to participation in collegial governance; other forms of service to the University, profession, or broader community are also possible. Service to the broader community may include activities of importance to a First Nations, Métis, Inuit, and/or Non-Status Indigenous Member’s community (e.g., participation in ceremonies). It may also include supporting community organizations for which the Member does not receive substantial remuneration. Members belonging to the designated groups (see Article 5) who provide support or mentoring for students, faculty, staff, or the broader community by virtue of a shared belonging in one (1) or more of the designated groups shall have this service recognized.

## 14.10 Qualifications for Administrative Associates

### 14.10.1 Administrative Associate I

- (a) Professional Preparation: A Bachelor’s degree or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.
- (b) Professional Attainment: None is required.
- (c) Professional Experience: None is required.
- (d) Service: None is required.

### 14.10.2 Administrative Associate II

- (a) Professional Preparation: a Bachelor’s degree or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.
- (b) Professional Experience: For initial appointment at this rank, at least two (2) years of related experience are required. For those who attain their Master’s degree after initial appointment, a record of at least two (2) years of successful service at the rank of AA I is

required for promotion to this rank. For those without a Master's degree, at least five (5) years of successful service at the rank of AA I are required for promotion to this rank.

- (c) Professional Attainment: Evidence of general understanding and competent practice of the discipline is required.
- (d) Service: Participation in collegial governance is required; other forms of service shall be recognized but are not required.

### **14.10.3 Administrative Associate III**

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential in the area of specialization or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.
- (b) Professional Experience: For initial appointment at this rank, at least fifteen (15) years in the discipline are required; for promotion to this rank, at least ten (10) years in the rank of AAll are required.
- (c) Professional Attainment: A demonstrated ability to use professional expertise effectively, a capacity to develop and extend professional expertise, an interest and competence in keeping up with advances in the profession, and engagement in continuing professional development are required. Some evidence of scholarship/research or development of programs in the appropriate discipline is required.
- (d) Service: Participation in collegial governance is required; other forms of service shall be recognized but are not required.

## **14.11 U Sports Athletic Positions**

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

### **14.11.1 Definitions of Criteria for U Sports Athletic Positions**

- (a) "Professional preparation" refers to degrees, diplomas, certificates, and training from professionally recognized institutions as accepted by the professional discipline or an experiential/traditional equivalency as established through the procedures in Article 15.2.
- (b) "Professional experience" refers to the Member's competence and effectiveness in carrying out the activities of their professional specialty. A Member's professional experience will be evaluated in terms of specific job descriptions within the current rank.

- (c) “Professional attainment” refers to the effectiveness and success in the Member’s profession. Factors that may be considered include the depth and breadth of knowledge, contributions to their profession, and/or contributions of First Nations, Métis, Inuit, and Non-Status Indigenous Members to their communities. A Member’s professional attainment will be evaluated in terms of specific job descriptions within the current rank.
- (d) “Service” refers to activities conducted by a Member in the responsibility to participate in the collegial governance and work of the University, as well as contributions to their profession and to the broader community by virtue of a Member’s job-related competence. Participation in collegial governance and work of the University may include, but is not limited to, active participation in University, Faculty/Unit, Department, and Union Committees; peer review of teaching/coaching; or EDIDR and Indigenization initiatives. Service to the profession may include serving an athletic or professional association in a designated capacity or providing professional and skill-based development opportunities. Service to the broader community may include activities of importance to a First Nations, Métis, Inuit, and/or Non-Status Indigenous Member’s community (e.g., participation in ceremonies). It may also include supporting community organizations for which the Member does not receive substantial remuneration. Members belonging to the designated groups (see Article 5) who provide support or mentoring for students, faculty, staff, or the broader community by virtue of a shared belonging in one (1) or more of the designated groups shall have this service recognized.

## **14.12 Qualifications for U Sports Athletic Positions**

### **14.12.1 U Sports Coaches**

#### **14.12.1.1 U Sports Coach I**

- (a) Professional Preparation: A Bachelor’s degree or equivalent or an experiential/traditional equivalency as established through the procedures in Article 15.2 and complete National Coaching Certification Program (NCCP) “In Training” Performance Coach certification are required.
- (b) Professional Experience: Demonstrated experience at a level appropriate for the U Sports league is required. This experience need not be gained only in the U Sports league.
- (c) Professional Attainment: Demonstrated attainment at a level appropriate for the U Sports league is required.
- (d) Service: Some evidence is required.

### **14.12.1.2 U Sports Coach II**

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential or an experiential/traditional equivalency as established through the procedures in Article 15.2 and complete NCCP "Trained" Performance Coach certification are required.
- (b) Professional Experience: A record of at least five (5) years of successful experience at a level deemed appropriate for the U Sports league is required for initial appointment or promotion to this rank.
- (c) Professional Attainment: A demonstrated ability to use professional expertise effectively, a capacity to develop and extend professional expertise, an interest and demonstrated competence in keeping up with advances in the profession, and engagement in continuing professional development are required.
- (d) Service: For promotion to this rank, there must be evidence of meaningful service in the rank of U Sports Coach I.

### **14.12.1.3 U Sports Coach III**

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential or an experiential/traditional equivalency as established through the procedures in Article 15.2 and complete NCCP "Certified" Performance Coach certification are required.
- (b) Professional Experience: For initial appointment at this rank, a record of at least ten (10) years of successful experience at the U Sports league level is required. For promotion to this rank, a record of at least five (5) years of successful experience at the rank of U Sports Coach II is required.
- (c) Professional Attainment: Evidence of independent and ongoing contributions to the discipline or profession is required.
- (d) Service: For promotion to this rank, there must be evidence of meaningful service in the rank of U Sports Coach II.

## **14.12.2 U Sports Athletic Director**

### **14.12.2.1 Athletic Director II**

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.
- (b) Professional Experience: A record of at least five (5) years of relevant experience in the professional specialty is required. Normally at least two (2) of the years should have been in an academic environment.

- (c) Professional Attainment: A demonstrated ability to use professional expertise effectively, a capacity to develop and extend professional expertise, an interest and demonstrated competence in keeping up with advances in the profession, and engagement in continuing professional development are required.
- (d) Service: Some evidence of meaningful service over a period of time is required.

#### **14.12.2.2 Athletic Director III**

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential or an experiential/traditional equivalency as established through the procedures in Article 15.2 is required.
- (b) Professional Experience: For initial appointment at this rank, a record of at least ten (10) years of relevant experience in the professional specialty is required. Normally at least two (2) of the years should have been in an academic environment. For promotion to this rank, a record of at least five (5) years of successful experience at the rank of Athletic Director II is required.
- (c) Professional Attainment: Evidence of independent and ongoing contributions to the discipline or profession is required.
- (d) Service: For promotion to this rank, there must be evidence of meaningful service in the rank of Athletic Director II.

### **14.12.3 U Sports Athletic Therapist**

#### **14.12.3.1 Athletic Therapist II**

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential or an experiential/traditional equivalency as established through the procedures in Article 15.2 and the Certified Athletic Therapist (CAT) credential or equivalent are required.
- (b) Professional Experience: A record of at least five (5) years of relevant experience in the professional specialty is required. Normally at least two (2) of the years should have been in an academic environment.
- (c) Professional Attainment: A demonstrated ability to use professional expertise effectively, a capacity to develop and extend professional expertise, an interest and demonstrated competence in keeping up with advances in the profession, and engagement in continuing professional development are required.
- (d) Service: Some evidence of meaningful service over a period of time is required.

### **14.12.3.2 Athletic Therapist III**

- (a) Professional Preparation: A Master's degree or equivalent academic or professional credential or an experiential/traditional equivalency as established through the procedures in Article 15.2 and the CAT credential or equivalent are required.
- (b) Professional Experience: For initial appointment at this rank, a record of at least ten (10) years of relevant experience in the professional specialty is required. Normally at least two (2) of the years should have been in an academic environment. For promotion to this rank, a record of at least five (5) years of successful experience at the rank of Athletic Therapist II is required.
- (c) Professional Attainment: Evidence of independent and ongoing contributions to the discipline or profession is required.
- (d) Service: For promotion to this rank, there must be evidence of meaningful service in the rank of Athletic Therapist II.

## **14.13 Qualifications for English for Academic Purposes (EAP) Positions**

### **14.13.1 English for Academic Purposes (EAP) Instructor, Levels 1–3**

- (a) Professional Preparation: Bachelor's degree required; Bachelor of Education or equivalent degree preferred.
- (b) Professional Experience: Evidence of competence as an English as an additional language teacher for a minimum of two (2) years preferred.

### **14.13.2 English for Academic Purposes (EAP) Instructor, Level 4**

- (a) Professional Preparation: Bachelor of Education or equivalent required; Teachers of English as a Second Language (TESL) training or related experience preferred.
- (b) Professional Experience: Evidence of competence as an English as an additional language teacher for a minimum of three (3) years preferred.

### **14.13.3 Coordinating Instructor, English for Academic Purposes (EAP)**

- (a) Professional Preparation: Bachelor of Education or equivalent required; TESL or related training or experience required.
- (b) Professional Experience: Evidence of competence as an English as an additional language teacher for a minimum of five (5) years required.

# Article 15: Appointments

## 15.1 Equity, Diversity, and Inclusion Goals and Plans

### 15.1.1 Goals

Each Faculty/Unit will be responsible for establishing reasonable goals for hiring Members belonging to the designated groups in order to promote equity, diversity, and inclusion (EDI) within the Faculty/Unit.

### 15.1.2 Assistance

In establishing these goals, each Faculty/Unit may seek assistance or advice from the Equity Review Committee (ERC) (see Article 7.3.3), or from any other reasonable source (e.g., the Diversity and Human Rights Advisor, an EDI committee of a relevant professional association, the Institutional and Data Analysis Office).

### 15.1.3 Procedures for Establishing Goals

Each Faculty/Unit is responsible for setting its own criteria for establishing EDI goals. In establishing criteria, the Faculty/Unit shall reference the reports produced by the Equity Review Committee (see Article 7.1), the general and specific aims of the University (see Preamble), as well as the mission and values of the University. Criteria may also include an environmental scan of populations in the region, in Manitoba, in Canada, and/or in the disciplines represented in the Faculty/Unit, and may reference other documents, data, or procedures, where appropriate.

### 15.1.4 Plan

From the criteria, each Faculty/Unit shall prepare a plan for achieving its EDI employment goals. This plan shall include specific information on factors such as targets, timelines, succession planning, and other relevant considerations.

### 15.1.5 Review

Each Faculty/Unit shall submit its plan and goals to the Equity Review Committee for review. As per Article 7.3.3, the ERC may provide feedback on the criteria, and/or recommend revisions to the plan and/or goals.

Every five (5) years, each Faculty/Unit shall assess its progress in achieving its goals, and review and revise its plan/goals in consideration of evolving demographics with respect to the

criteria used to establish the goals (e.g., relevant environmental scans). Revised plans shall subsequently be submitted to the Equity Review Committee for review and comment as per Article 7.3.3.

### **15.1.6 Recruitment**

Subject to Faculty/Unit equity goals being achieved and prior to making any initial term, continuing-track, continuing, tenure-track, or tenured appointments, the Employer shall make a positive attempt in good faith to recruit applicants belonging to the designated groups.

## **15.2 Equivalencies for Experiential/Traditional Career Paths**

### **15.2.1 Establishing and Recognizing Equivalences**

Diverse forms of knowledge creation, acquisition, and mobilization shall be recognized, respected, and valued, including but not limited to experiential/traditional and degrees/accreditation. For applicants whose career follows an experiential/traditional path, the Parties shall establish professorial and professional equivalencies to degrees/accreditation pathways that must be considered by the respective Committees, Deans/Directors, and Provost, and referenced in decisions. Equivalencies established upon initial appointment do not require re-establishment at tenure, continuing, or promotion.

### **15.2.2 First Nations, Métis, Inuit, and Non-Status Indigenous Applicants**

In determining equivalencies for First Nations, Métis, Inuit, and Non-Status Indigenous applicants, consideration shall be given, but not limited, to proficiency and understanding of the language(s) and/or traditional customs including protocols, spirituality, traditions, practices, ceremonies, histories, and teachings of a particular group of Indigenous people or peoples. This understanding may have been acquired through lived experience and/or active and lengthy participation in Indigenous forms of self-determination and governance, cultural structures, and processes, as well as careful study and reflection of the associated philosophical underpinnings. Acquiring this knowledge may include learning from an individual recognized as a knowledge holder by a community (e.g., Knowledge Keeper, Spiritual Leader, Grandmother.)

### **15.2.3 Process**

In order to establish equivalency in cases where the Selection Committee recognizes they lack appropriate internal expertise, external evaluations shall be solicited. The Dean/Director shall request a list of no fewer than three (3) possible evaluators from the applicant and accompanying rationale as to how the evaluators can attest to the applicant's work. All parties will disclose any potential conflict of interest and/or conflict of commitment with respect to

evaluators. Based upon this consideration, an evaluator may be rejected and additional evaluators may be solicited by the Dean/Director in consultation with the Selection Committee. The Selection Committee will consider the applicant's list and obtain evaluations from not less than two (2) persons or groups on that list. In addition, it will obtain evaluations from one (1) other qualified evaluator whose name will be determined by the Dean/Director in consultation with the Department. If additional evaluators are required, their names shall be submitted to the applicant for the applicant's approval. Assessments shall not be solicited without the consent of the applicant, but such consent shall not be unreasonably withheld.

External evaluators refer to persons who are external to the Selection Committee. External evaluators may include Elders, Knowledge Keepers, community, Indigenous organizations, Members external to the Committee, or others as appropriate. Such external evaluations are not meant to transfer the responsibility of making judgments from the Dean/Director, Department, Committee, or Provost to an external body, group, or individual. External evaluations are used for information and/or evidentiary purposes so that the Dean/Director, Department, Committee, or Provost may make informed, fair, inclusive, and equitable assessments of equivalencies. Such external evaluations are not to be requested for individual items of work. Appropriate questions for external evaluations concern, for example, the general significance of an applicant's work, contributions, or recognition in the area of specialization; the depth and breadth of expertise evidenced by the applicant's work; and/or their recognition within their peer group or community.

Considering and referencing the applicant's dossier and the external evaluations, the Selection Committee shall recommend whether the applicant receives an equivalency. In the exceptional circumstance where the Dean/Director does not accept the recommendation, the Dean/Director shall give reasons in writing to the Selection Committee and equivalency shall not be conferred. The Dean/Director shall communicate the decision and rationale to the applicant. Where equivalency is granted to the successful applicant, this decision and rationale will be copied to the Provost, Human Resources (to be placed in the Member's personnel file), and the Union.

## **15.3 Staffing**

### **15.3.1 Staffing Criteria**

In making staffing decisions, the Employer shall observe and respect the staffing criteria developed through the Staffing Criteria Working Group, as defined in the memorandum attached to this Collective Agreement as Appendix J.3. When the Employer, due to circumstances outside its control, is required to make a staffing decision that departs from these criteria, the Employer shall provide a detailed rationale, in writing, to the Union, who may transmit the information to its Members, subject to the duties of confidentiality. In the first two (2) years of this Agreement, the Employer shall observe and respect the staffing criteria developed by the 2019–2023 Staffing Criteria Working Group. When the Employer, due to circumstances outside its control, is required to make a staffing decision that departs from these criteria, the Employer shall provide a detailed rationale, in writing, to the Union, who may transmit the information to its Members, subject to the duties of confidentiality.

### **15.3.2 Three-Member Departments**

When a Member holding a tenured or tenure-track appointment in a three (3) member Department vacates their position permanently, search procedures for their replacement shall normally commence within three (3) months of the vacancy. The replacement shall be offered a tenured or tenure-track appointment, except as provided for by Article 15.9 (e) (i.e., search procedures fail to identify a qualified applicant). The Department shall submit a staffing request in writing, with specific reference to the staffing criteria. In the absence of a staffing request, the replacement shall be offered as a term appointment.

### **15.3.3 Submission of Staffing Requests**

Departments shall submit requests for tenure-track, continuing-track, and term positions to their Dean/Director by 1 May. All requests must address the staffing criteria developed per Article 15.3.1.

### **15.3.4 Dean/Director Rankings**

The Dean/Director, in consultation with Departments, shall rank all requests for positions in the Faculty/Unit and communicate that ranking to the Faculty/Unit before submitting the ranking to the Provost.

### **15.3.5 Provost Decisions and Ranking**

The Provost shall communicate staffing decisions, including ranking of positions according to the staffing criteria, to Faculties/Units through the Deans/Directors by 30 September.

### **15.3.6 Off-Cycle Staffing Circumstances**

Where positions become vacant outside the normal staffing cycle and the vacancy would disrupt teaching or professional service delivery, Departments shall address the staffing criteria in making their request to the Dean/Director. The Employer shall approve an expedient search for the requested replacement (term or CAS) upon the joint recommendation of the Dean/Director and the Department to cover those responsibilities until such time as a decision on a tenure-track or continuing-track replacement is made. In the exceptional circumstance where the Employer does not accept the recommendation, the Employer shall, in writing, provide clear rationale for the decision.

### **15.3.7 No Redundancy while Vacant**

No position may be declared redundant while vacant.

## 15.4 Procedures for Regular and Term Appointments

For the purposes of this section, regular appointments means full-time or part-time tenure-track, continuing-track, tenured, or continuing appointments. Procedures for Canada Research Chair positions are described in [15.19](#).

### 15.4.1 Selection Committee Formation

- (a) The Dean/Director will advise the Department, in writing, when a position is to be filled and shall indicate the type and duration of appointment that the Employer is committed to make. The type and duration of appointment will take into account the recommendation of the Department. A Selection Committee, composed of Members chosen according to procedures approved by the appropriate Faculty or Unit and Chaired by the Dean/Director (or, in the event of a conflict of interest or extended absence only, a designate, who shall be another Member of the Faculty/Unit) shall be established for all regular and term appointments. With the approval of the Members of the Selection Committee and the Department, a Selection Committee may include Knowledge Keepers, Elders, or community members, who shall be voting. With the approval of the Members of the Selection Committee, the Department, and the Union, a Selection Committee may also include other non-BUFA members, who shall be non-voting. In no case shall non-BUFA members form more than one-quarter ( $\frac{1}{4}$ ) of the total committee membership. The Dean/Director or designate is a non-voting member and will ensure that the search is conducted in a manner consistent with best practices in hiring as defined in the process below as well as in [Article 15.1](#), and the letter and spirit of this Collective Agreement.

As per [Article 5.6.2](#), each Selection Committee member, including the Chair, shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Selection Committee members shall have completed this training within the previous twenty-four (24) months and prior to formulating the job advertisement or examining any applications.

- (b) For Indigenous-focused positions, in addition to [Article 15.4.1 \(a\)](#), the Selection Committee shall include Indigenous representation. Every effort shall be made to include at least one (1) Indigenous Member on all Indigenous-focused searches, but where no Member is available or qualified to serve on the Selection Committee, the Committee may opt to seek a non-BUFA Indigenous representative.

### 15.4.2 Advertisement

- (a) The advertisement for the position will be developed by the Selection Committee according to best hiring practices, and in consultation with the Department.

- (b) Advertisements shall clearly invite applicants belonging to the designated groups to apply. Advertisements will clearly indicate the possibility of establishing equivalencies for applicants with experiential/traditional career paths as per Article 15.2. In exceptional circumstances, such as when an external accrediting body requires a particular degree (e.g., in Nursing or Psychiatric Nursing), the requirement to include equivalency language shall be waived. The Dean and the Department shall jointly present a rationale to the Provost in order to obtain such a waiver. The advertisement must clearly invite applicants to contact the Chair of the Selection Committee for more information on how to establish equivalency. In establishing equivalency, all parties commit to completing this process with attention to timelines and making best efforts towards the successful recruitment of qualified candidates.
- (c) For Indigenous-focused positions, the advertisement shall clearly indicate this requirement.
- (d) Advertisements for positions approved in the staffing plan process shall normally be forwarded to Human Resources and the Union by 15 October.
- (e) Advertisements for positions approved outside of the staffing plan process shall normally be forwarded to Human Resources and the Union within three (3) weeks of constituting the Selection Committee.
- (f) Human Resources and the Union shall review the advertisement to ensure that it complies with the Collective Agreement and applicable legislation. If, after three (3) working days of receiving the advertisement, the Union has not expressed any concerns, the Employer may assume the advertisement is acceptable to the Union.
- (g) Approved advertisements shall normally be distributed to Members through internal channels no later than one (1) week after being received by Human Resources. Qualified applicants that are current full-time or part-time Members, Contract Academic Staff who hold RFR in one (1) or more courses in the Department, or the spouse/partner of a current full-time or part-time Member shall forward their application materials to the Chair of the Selection Committee for review by the Committee during the internal posting week, and shall be considered internal candidates. If the internal posting results in an internal candidate or candidates that are deemed qualified, no external posting shall occur unless and until the Selection Committee declines to extend an offer to such an internal candidate(s) following a full interview.
- (h) Where no candidate has come forward within one (1) week of the internal distribution, the advertisement shall be posted externally, normally no later than ten (10) days after the internal distribution.
- (i) Full-time and part-time positions shall be advertised in the CAUT Bulletin and University Affairs, unless the Department recommends otherwise, and other relevant publications and/or platforms as recommended by the Department and approved by the Dean/Director. As per Article 15.1.6, as recommended by the Department and/or Selection Committee, the Dean/Director shall send the advertisement to organizations within the profession or discipline which specifically represent the interests of desig-

nated groups in the profession or discipline, and to chairs of relevant university departments in Canada where practical.

- (j) The advertisement will be posted externally on the University website. Such ads will normally be posted for a minimum of six (6) weeks, unless otherwise agreed to by the Parties. Copies of the advertisements shall also be sent to the Equity Review Committee.

### **15.4.3 Receipt of Applications**

The Dean's/Director's Office is responsible for making applications available digitally to members of the Selection Committee. The Dean's/Director's Office will undertake reasonable measures to ensure that the Selection Committee members have convenient, secure, and unprejudiced online access to the digital applications. Applications are confidential and shall be maintained as such; no individual may create improper duplications and/or make improper uses of their contents.

### **15.4.4 Review of Applications**

- (a) Where applicable, the Selection Committee shall complete the equivalencies process as per Article 15.2 for each applicant who has requested an equivalency.
- (b) The Selection Committee shall review all applications and develop a long list of applicants who align minimally with the qualifications for the position according to the advertisement.
- (c) The Dean's/Director's Office shall send the names and emails of the applicants on the long list to the Diversity and Human Rights Advisor (DHRA). The DHRA will send an EDI self-identification questionnaire to each applicant. The questionnaires shall be collected and maintained in confidence by the DHRA.
- (d) The DHRA shall inform the Selection Committee whether each applicant on the long list has self-identified in one (1) or more of the designated groups. No information connecting any applicant to a particular designated group shall be shared with the Selection Committee. The Selection Committee shall consider the qualifications as outlined in the advertisement and the EDI information provided by the DHRA and the Faculty/Unit EDI goals and plans (see Article 15.1) in determining which applicants are invited to interview.
- (e) The Selection Committee shall invite a minimum of three (3) candidates to interview. In exceptional circumstances where the Selection Committee identifies fewer than three (3) candidates to interview, the Selection Committee will provide JAC with a justification.
- (f) Budget shall not be the sole determining factor in inviting fewer than three (3) candidates to interview.

- (g) For Indigenous-focused positions, the Chair of the Selection Committee shall ensure that Indigenous identity is substantiated for shortlisted candidates according to Article 6.3.

#### **15.4.5 Interview and Reference Checks**

- (a) Each Dean/Director, in consultation with the Members of the Faculty/Unit, shall develop minimum requirements for the interview process to be used for all searches in the Faculty/Unit. Interviews shall be in person. The interview experience of each applicant shall be as consistent as possible.
- (b) The Selection Committee will develop a list of relevant questions that it would like all interviewed applicants to address. In developing interview questions, the Selection Committee may seek guidance from the Equity Review Committee and/or the DHRA. Each candidate will be asked only the questions established by the Selection Committee; members of the Selection Committee may pose additional questions for the purposes of clarification only. All questions must be consistent with the Collective Agreement and applicable legislation.
- (c) Each applicant interviewed shall, at the time of the interview, be provided with a copy of this Collective Agreement and a scheduled time to meet with the BUFA Vice-President—Equity or designate.
- (d) Indigenous applicants and applicants to Indigenous-focused positions shall also be invited to meet with an Indigenous representative (e.g., BUFA Member-at-large—Indigenous, Knowledge Keeper).
- (e) Reference checks shall be conducted by telephone or video conference by the Dean/Director for the interviewed applicants. The Selection Committee shall develop a list of relevant questions that it would like the referees to address. These questions must be consistent with the Collective Agreement and applicable legislation. The Dean/Director shall share the findings of the reference checks in writing with the Selection Committee before the Committee makes its final recommendation. The reference checks may occur before the interviews are complete, but the findings shall not be shared with the Committee until all interviews are complete.

#### **15.4.6 Recommendation**

- (a) The Selection Committee shall meet to make its recommendation. Evaluation of candidates shall be objective and based on job-related criteria. The candidate who best meets job-related criteria as articulated in the advertisement shall be recommended, but where no one (1) candidate is clearly superior, then the best candidate belonging to one (1) or more of the designated groups shall be recommended until the Faculty/Unit has met the employment EDI goals established under Article 15.1. Selection Committees may opt to recommend more than one (1) candidate, instructing the Dean/Director on the order in which to make offers. In the evaluation, candidates shall not be disad-

vantaged by reason of career interruptions (e.g., family responsibilities or other interruptions caused by belonging to one (1) or more of the designated groups).

- (b) Where positions have been defined to have an Indigenous focus, whether that focus be in teaching, scholarship/research, or providing support/services, preference will be given to an appropriately qualified Indigenous candidate.
- (c) The Selection Committee shall recommend to the Dean/Director the initial rank and step(s) of the selected candidate(s), basing its recommendation on Article 15.2, Article 15.7, the qualifications by rank as specified within Article 14, and Appendix F, and taking into account the provisions of Article 15.12. The Selection Committee shall also recommend the number of years of experience accumulated elsewhere to be credited toward a first sabbatical at BU as per Article 25.10.12. The recommendations for initial rank, step(s), and sabbatical credit of the selected candidate(s) shall follow EDI provisions and principles as specified elsewhere in this CA. Where all applicable criteria have not been considered, the Dean/Director shall reject the recommendation from the Selection Committee.
- (d) If the Selection Committee does not identify a suitable candidate or the recommended candidate(s) declines the position, the search will be declared failed. If the Dean/Director does not accept the Selection Committee's recommendation, they will provide the Selection Committee with substantive reasons in writing, and either an alternate candidate, acceptable to the Selection Committee, will be considered, or the search will be declared failed. In the case of a failed search, the hiring process will be repeated or Articles 15.5, 15.9 (e), or 16 may apply.
- (e) If the Dean/Director accepts the recommendation of the Selection Committee, they will prepare a Position Approval Form and a written rationale in support of the recommendation of rank, step(s), and sabbatical credit. The Dean/Director may offer an appointment only to an individual recommended by the Selection Committee, subject to the final approval of the President or their designate.

#### 15.4.7 Offer

- (a) The Dean/Director shall send the Selection Committee's recommendation of rank, step(s), and sabbatical credit, with written rationale, and the application package to the Union, copied to Human Resources, for review prior to communicating the offer to the successful candidate. The Union shall review the recommendation to ensure that it complies with the Collective Agreement, with particular attention to equity. If, after three (3) working days of receiving the recommendation, the Union has not expressed any concerns, the Employer may assume it is acceptable to the Union.
- (b) In the case that the Union questions the recommendation of rank, step(s), and/or sabbatical credit, they shall provide written rationale to the Dean/Director, copied to Human Resources, who shall review the response with the Committee. The Committee shall reconsider its recommendations as per Article 15.4.6 (c), and either revise the recommended rank, step(s), and/or sabbatical credit, or provide additional rationale to the Union and Human Resources to support the initial recommendation.

- (c) Once the Union finds the recommendation acceptable, and Human Resources has not expressed any concerns, the Dean/Director shall make the offer of appointment to the candidate, as per the Selection Committee's recommendations for rank, step(s), and sabbatical credit.
- (d) If the candidate does not accept the offer, the Dean/Director shall inform the Selection Committee. In the limited circumstance that new information comes forward from the candidate after the offer has been made, the Dean/Director may request that the Selection Committee reconsider its recommendation.
- (e) If the candidate accepts the offer, the Dean/Director shall advance the Position Approval Form to the Provost and Human Resources for final approval. Human Resources shall issue a Letter of Appointment in compliance with Appendix A.1. Copies of signed Letters of Appointment will be forwarded to the Union by the Dean/Director within ten (10) working days of being received by the latter.
- (f) Arrangements will be made by Human Resources to meet with the successful candidate, upon request, to discuss employee benefits and enrolment.

### **15.4.8 Equity Report**

Upon approving a recommendation, the Dean/Director shall certify in writing to the Equity Review Committee that the Selection Committee fairly reviewed the applications of all applicants, that the best candidate was chosen, and that the recommendation reflects the employment EDI goals of the Faculty/Unit established under Article 15.1.

### **15.4.9 Grievance**

#### **15.4.9.1 Grievance by Selection Committee Member**

Any alleged breach of the provisions of this Article or any decision of the Dean/Director to reject a recommendation for appointment under this Article may be grieved by any Member of the Selection Committee. Any such grievance is subject to the grievance and arbitration procedures under Article 4. Nothing in this Clause affects the right of the Union to grieve such matters.

#### **15.4.9.2 Arbitration**

Where a grievance relating to a recommendation for appointment under this Article is submitted to arbitration, the arbitrator shall decide the merits of the recommendation for appointment, and not merely whether proper procedures have been followed. The arbitrator shall ascertain whether or not the criteria were met and whether or not the best candidate was recommended. The arbitrator shall admit expert testimony from persons in the profession or discipline with respect to issues relating to the qualifications of applicants. The arbitrator may provide an appropriate remedy, including an order that the recommended candidate be appointed or an order that the Faculty/Unit make a new recommendation.

### **15.4.9.3 Rejection of Recommendation**

Where any person or body, including the Board of Governors, exercises any discretion to reject a recommendation for appointment approved by a Dean/Director, such discretion shall be exercised in accordance with the letter and spirit of this Article. A clear rationale for the rejection must be provided in writing to the Dean/Director, the Provost, Human Resources, and the Union. Any rejection of a recommendation for appointment may be grieved as if it were a rejection of a recommendation by a Dean/Director under Article [15.4.9.1](#).

## **15.5 Overload Contracts**

### **15.5.1 Definition**

An overload contract is a contract for teaching assignment additional to the approved teaching assignment of a full-time or part-time Member.

### **15.5.2 Overload before CAS**

Courses to be taught on an overload basis shall be offered first to qualified full-time and part-time Members of the Department, Faculty, or Unit, before advertising for Contract Academic Staff.

### **15.5.3 Overload Limits**

No Member in the professorial ranks shall be contracted for more than three (3) credit hours of overload per term in addition to their approved teaching assignment, up to a maximum of six (6) credit hours in one (1) academic year. No Member in the professional ranks shall be contracted for more than three (3) credit hours of overload per term in addition to their approved teaching assignment and/or scheduled time up to a maximum of nine (9) credit hours per academic year. Unless otherwise agreed by the Parties, if a Member is issued an overload contract which makes the total overload credit hours exceed the maximum number of credit hours for their rank, the Employer shall pay into the Brandon University Board of Governors' Entrance Scholarship a sum of ten thousand dollars (\$10,000).

### **15.5.4 Rate of Pay**

Overload contracts are paid at Contract Academic Staff course-based contract rates ([F.4.1](#)).

## **15.6 U Sports Coaches and Athletic Therapists**

U Sports Coaches and Athletic Therapists shall be selected in accordance with Article [15.4](#), with the following additions:

- (a) The Administrator to whom the U Sports Coach or Athletic Therapist reports shall chair the Selection Committee and serve the role of Dean/Director.
- (b) The Selection Committee shall be composed of the Athletic Director and all Members from Athletics and the Department of Physical Education. In addition, Members from Athletics shall choose two (2) Faculties/Units from among the Faculties/Units of Arts, Science, Education, Music, Health Studies, Library and Archives, Registrar's Office, Indigenous Peoples' Centre, and Student Services who shall each elect one (1) Member to serve on the Committee, at least one (1) of whom shall be an academic Member.

As per Article 5.6.2, each Selection Committee member, including the Chair, shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Selection Committee members shall have completed this training within the previous twenty-four (24) months and prior to formulating the job advertisement or examining any applications.

- (c) A Selection Committee for the Department responsible for the duties that comprise the non-coaching elements of the appointment (normally teaching) and the Dean/Director shall consider the qualifications of the recommended candidate for acceptance into the Department, in accordance with Articles 15.1 and 15.2.

## 15.7 Criteria for Determining Rank and Steps at Initial Appointment

- (a) All Members shall be appointed to one (1) of the following ranks: Lecturer; Assistant Professor; Associate Professor; Professor; Professional Associate I, II, III, or IV; Instructional Associate I, II, III, or IV; Administrative Associate I, II, or III; U Sports I, II, or III; Athletic Therapist II or III; or Athletic Director II or III.
- (b) With the exception of Instructional and Administrative Associate positions, no one with a Doctorate or terminal degree in the specialty or experiential/traditional equivalency as established through the procedures in Article 15.2 shall be appointed to a rank lower than Assistant Professor or Professional Associate II.
- (c) Anyone with a Master's degree appropriate to the teaching area or experiential/traditional equivalency as established through the procedures in Article 15.2 who is hired for an Instructional Associate position shall be appointed to the Instructional Associate III level, unless they have the requisite qualifications to be appointed at the Instructional Associate IV level.
- (d) Anyone with a Master's degree appropriate to the professional area or experiential/traditional equivalency as established through the procedures in Article 15.2 who is hired for an Administrative Associate position shall be appointed to the Administrative Associate II

level, unless they have the requisite qualifications and experience to be appointed at the Administrative Associate III level.

- (e) If the advertisement for a tenure-track position indicates that applicants who are “all but dissertation” (ABD) will be considered and the Doctorate is the normal terminal degree, the Selection Committee may recommend the appointment of an ABD candidate whose completion is imminent at the rank of Assistant Professor. In such cases, Article 15.7 (i) will apply; otherwise, see Article 15.7 (g).
- (f) In cases where the Doctorate is not the normal terminal degree and if the advertisement for a tenure-track position indicates that applicants who are very near to completion of the terminal degree and possess the requisite experience will be considered, the Selection Committee may recommend the appointment of such a candidate whose completion is imminent at the rank of Lecturer. In such cases, Article 15.7 (g) and Article 15.7 (i) shall apply.
- (g) If the Doctorate or terminal degree in the specialty is received (confirmed by official documentation from the degree-granting institution) while the Member holds the rank of Lecturer, then the rank will be changed to Assistant Professor by issuance of a new Letter of Appointment at the beginning of the following pay period. In such cases, Article 15.7 (i) will apply.
- (h) For Professional Associate ranks, where the successful candidate has met all criteria for appointment at PA II except for the required number of years of professional experience, the rank will be changed to PA II once the Member has: 1) fulfilled the additional years, and 2) received a successful evaluation by the Dean/Director no earlier than three (3) months and no later than one (1) month prior to the date upon which the Member's rank should be changed. The Member shall be issued a new Letter of Appointment reflecting the resultant rank and salary change, which shall coincide with the date the Member fulfilled the additional years of service. In the absence of any evaluation by the Dean/Director within the period prescribed, the Member shall be deemed to have been successful and shall be issued a new Letter of Appointment at the rank of Professional Associate II.
- (i) Where the earned Doctorate or terminal degree is the normal level of professional preparation expected for the appointment, the Letter of Appointment must stipulate the requirement of the degree completion as a condition of tenure and promotion.
- (j) Where a Member's professional preparation has been established through equivalencies (as in Article 15.2), and the Member is also in the process of completing a degree or credential, the completion of the degree or credential shall not be a condition of tenure, continuing, and/or promotion (as per Article 14.1.2).
- (k) When the previous academic or professional experience of a candidate is utilized to satisfy the minimum requirements for professional preparation at the relevant rank, those years cannot additionally be used to justify an appointment beyond the floor of the salary scale at that rank. For example, a candidate being considered for a position at the rank of Assistant Professor (see Article 14.4.2 for specifics) who possesses a Mas-

ter's degree and precisely five (5) years of relevant experience—which are the minimum professional preparation requirements at this rank—cannot be offered an appointment beyond the floor of the salary scale at this rank.

- (l) Experience that has been used to establish an equivalency shall be documented in that equivalency (as per Article 15.2) and cannot additionally be used to justify an appointment beyond the floor of the salary scale at that rank. Experience that extends beyond the establishment of an equivalency can be used to justify additional steps beyond the floor.
- (m) When the previous professional experience of a candidate beyond that used to satisfy the minimum requirements for professional preparation or equivalency (as per Article 15.2) is considered, such experience will normally be evaluated such that two (2) years of experience is equivalent to one (1) step in rank up to a maximum of five (5) steps. However, in instances in which the candidate has held a breadth of distinct roles, the candidate may receive a maximum of five (5) steps for each distinct category of professional experience.
- (n) When the previous academic experience of a candidate beyond that used to satisfy the minimum requirements for professional preparation is considered, such experience will normally be evaluated such that one (1) full-time equivalent year is awarded one (1) step in rank.
- (o) In order to be hired into the ranks of Associate Professor/Professional Associate III or higher, an individual must have the requisite academic experience as per the qualifications by rank (Article 14).
- (p) Notwithstanding Article 15.7 (l), for First Nations, Métis, Inuit, and Non-Status Indigenous Members, experience working in community may count as academic experience or experience in an academic environment where it meets the definitions set out in Articles 14.3 (c), and 14.5.1 (c).

## 15.8 Full-Time and Part-Time Appointments

- (a) Full-time appointments are those wherein a Member carries a standard workload as defined in Article 20.
- (b) Part-time appointments are those wherein a Member has less than a standard workload as defined in Article 20 and the Member's duties are not such as to classify the appointment as a Contract Academic Staff appointment. No one with a standard teaching assignment of more than nine (9) credit hours in one (1) academic year shall have a part-time appointment. Full-time equivalence for part-time appointments shall be calculated based on the teaching assignment as specified in Article 20.3 (a). Any increase in teaching assignment shall result in a recalculation of the full-time equivalence for the entire academic year, unless the reason for the increase is due to an unforeseeable circumstance. In that case, the recalculated appointment shall commence on the date the additional teaching assignment begins and shall continue until the end of the academic

year. This Article shall not apply to tenured Members who have been granted amended or part-time appointments under Article 15.17.

- (c) Successive term appointments in the professorial ranks shall be considered as continuous appointments, and successive term appointments in the professional ranks shall be considered as continuous appointments, for the purpose of determining rank, step(s) in rank, and sabbatical credit should a Member having served successive term appointments be appointed to a tenure-track or continuing-track appointment.
- (d) Members may apply to change their full-time regular or full-time teaching appointment to a part-time appointment subject to the eligibility restrictions of Article 15.17. No Member shall be compelled or otherwise coerced to apply for or accept a part-time appointment.

## 15.9 Term Appointments

A term appointment is a temporary appointment that stipulates a terminal date in the Letter of Appointment and implies no obligation or expectation for extension or renewal. Specified positions for term appointments shall be for a maximum duration of three (3) years except as specified in this Article. Members who have held specific term appointments for the maximum period of three (3) years are eligible, however, to apply for other term appointments or for re-appointment provided the maximum duration for which the particular position can be filled on a term basis is not exceeded.

Term appointments shall only be permitted under the following circumstances:

- (a) To fill a position to replace a Member on leave or on temporary secondment/reassignment to other units within the University or as a Canada Research Chair as per Article 15.19 (b) (viii). Explicit terms and conditions pertaining to full-time appointments made to replace Members on sabbatical leave (Article 25.10) or on special leave that has been declared to be for the same purpose as sabbatical leave (Article 25.8.1) are covered by Article 15.15. This type of term appointment shall normally be for the duration of the leave, temporary secondment/reassignment, or term as a Canada Research Chair.
- (b) To fill a position in an experimental program or to fill a position for which there is external targeted funding, only for the duration of the external targeted funding. Such positions can be filled on a term basis for no more than six (6) years unless otherwise agreed to by the Parties.
- (c) To fill a position in response to the death, resignation, illness, or disability of a Member, a dramatic increase in enrolment, or some similar circumstances. Such positions can be filled on a term basis for no more than six (6) years.
- (d) To fill a position left vacant by a Member appointed as an Academic Administrator. Such positions shall normally be filled on a term basis for the duration of the administrative appointment.

- (e) To fill a position where search procedures fail to identify an applicant qualified for a tenure-track or continuing-track appointment. Appointments of this type shall not exceed twelve (12) months.
- (f) In accordance with Article 15.8 (b), when a Contract Academic Staff teaches more than twelve (12) credit hours in an academic year.
- (g) To fill other positions as agreed to by the Parties. The length of such appointments and the maximum period for which such positions can be filled on a term basis are subject to mutual agreement by the Parties.
- (h) To fill a position where a Department has neglected to submit a staffing request per Article 15.3.2.

### 15.9.1 Term Conversion

In the instance of an opening for a term, tenure-track, or continuing-track position currently held by a Member on a term appointment, the President, upon joint recommendation of the appropriate Dean/Director and Department, may offer the position to the incumbent, negating the process outlined in Article 15.4. Members reappointed in this manner cannot have their ranks changed as part of the terms of their new Letter of Appointment. Such Members shall receive the teaching assignment of new Members as per Article 20.3 (f). To obtain promotion, they must go through the promotion procedures.

### 15.9.2 Departments and Term Appointments

Except where it has been determined by Senate or the Board of Governors of Brandon University, in accordance with the Brandon University Act, that a Department will be eliminated, term appointments shall not form the majority of appointments in a Department. Further, term appointments, other than administrative or leave replacements, shall not exceed twenty-five percent (25%) of appointments, excluding the Special Projects (e.g., PENT).

## 15.10 Tenure-Track Appointments

- (a) A tenure-track appointment is a probationary appointment that stipulates a terminal date in the Letter of Appointment but is tenurable under the provisions of this Article, and the conditions of Article 17 (Tenure and Continuing).
- (b)
  - (i) All tenure-track appointments shall be for a duration of five (5) years.
  - (ii) A tenure-track appointment that follows a probationary appointment at a non-tenurable rank shall be for a duration such that the total probationary period (excluding leaves approved in accordance with Article 25) in both ranks equals seven (7) years. The total probationary period in both ranks may be extended for one (1) year by the provisions of Article 17 (Tenure and Continuing). Where Article 15.10 (c)

applies, the probationary period may be extended by a period of time agreed to by the Member and the Dean/Director.

- (c) The probationary period may exclude parental leave, birth leave, sick leave, secondments, and special leave by written mutual agreement of the Member and the Dean/Director prior to application for tenure.
- (d) Members holding tenure-track appointments may apply for tenure during any year of their probationary appointment, but no later than the final year of the probationary period.
- (e)
  - (i) The employment of Members whose tenure application was submitted in the final year of their tenure-track appointment and who are not granted tenure or an extension under Article 17.1.11 or Article 17.2.4 shall terminate at the end of the academic year in which the final decision is reached.
  - (ii) The employment of Members whose tenure application was submitted prior to the final year of their tenure-track appointment and who are not granted tenure or an extension under Article 17.1.11 or Article 17.2.4 shall terminate at the end of the academic year following that in which the final decision is reached.
  - (iii) Members who apply for tenure prior to the final year of their tenure-track appointment and who are granted an opportunity to reapply under Article 17.1.11 or Article 17.2.4 are only eligible to reapply in the next academic year, and if not granted tenure under Article 17.1.11 or Article 17.2.4, their appointment shall terminate at the end of that academic year.
  - (iv) For Members who begin their tenure-track appointment 1 January, the five (5) year term will end 31 December. If the Member is not granted tenure, the appointment ends the 30 June immediately following the tenure decision.

## 15.11 Continuing-Track Appointments

- (a) A continuing-track appointment may be offered only to Instructional and Administrative Associates. The first twenty-four (24) months of a continuing-track appointment as an Instructional Associate or Administrative Associate is a probationary period. This probationary period may, at the Member's discretion, and with the agreement of the Department and the Dean/Director, include service under term Letters of Appointment, if applicable.
- (b) The probationary period for continuing-track appointments may exclude parental leave, birth leave, sick leave, secondments, and special leave at the discretion of the Member.
- (c) Where a Member is not granted continuing, their appointment ends at the end of the academic term in which continuing is denied.

## **15.12 Tenured or Continuing Appointments**

- (a) A tenured appointment may be offered as a first appointment in accordance with the provisions of Article 17 and will normally only be offered to individuals appointed at a rank of Associate Professor, Professor, Professional Associate III, or Professional Associate IV, U Sports Coach II or III, Athletic Therapist II or III, or Athletic Director II or III. A Selection Committee, in recommending a tenured appointment as a first appointment, shall base its recommendation on the criteria for tenure outlined in Article 17, and the recommendation of the Department.
- (b) A continuing appointment may be offered as a first appointment in accordance with the provisions of Article 17 and will normally only be offered to individuals appointed at a rank of Administrative Associate II or III, or Instructional Associate III or IV. A Selection Committee, in recommending a continuing appointment as a first appointment, shall base its recommendation on the criteria for continuing outlined in Article 17, and the recommendation of the Department.

## **15.13 Appointment following Retrenchment or Redundancy**

If a Member whose tenured appointment was discontinued as a result of retrenchment or redundancy is subsequently given an appointment in a similar discipline within the University, their appointment shall be a tenured appointment.

If a Member whose continuing appointment was discontinued as a result of retrenchment or redundancy is subsequently given an appointment in a similar job description, as determined by the Department, within the University, their appointment shall be a continuing appointment.

## **15.14 Appointment following Voluntary Termination**

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

If a Member, having voluntarily terminated their continuing appointment, subsequently receives a continuable appointment with the University in a similar job description as determined by the Department, the new appointment shall be continuing, provided that they have been working in their profession in the interim.

## **15.15 Sabbatical Leave Replacements**

All full-time appointments made to replace Members on sabbatical leave or special leave declared to be for the same purpose as sabbatical leave shall be for the duration of the leave. In

cases where Members of a Department take consecutive and/or concurrent leaves, a single longer term appointment may be made to replace the consecutive and/or concurrent leaves. Workload expectations for the replacement position shall be decided and included in the advertisement. Expectations with respect to teaching assignment shall be decided according to the procedures outlined in Article 20.4. An additional factor that may be taken into account in deciding teaching assignment is the type of appointment held by the Member on leave. The standard teaching assignment of a sabbatical/special leave replacement normally shall be fifteen (15) credit hours. In no event shall a leave replacement teach more than twenty-one (21) credit hours in one (1) academic year or twelve (12) credit hours in any given academic term.

## **15.16 Joint Appointments**

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

A Member on a joint appointment shall designate, in consultation with the Departments concerned, their home Department and Faculty/Unit. The normal expectation for Departmental service shall be met through participation in the designated home Department and Faculty/Unit. The Member may, at their discretion, participate in service in the other Department(s) and Faculty/Unit to which they are appointed.

In matters regarding tenure, continuing, and promotion, the home Department of the Member shall seek input from the second Department or Faculty before the home Department provides its recommendations to the Dean of the home Faculty/Unit, who shall in turn provide their recommendation to the appropriate University committee.

## **15.17 Amended Appointments**

Tenured and continuing Members on a regular full-time appointment may apply for a part-time regular appointment. Tenured professorial Members on a regular full-time appointment may apply for a part-time teaching appointment, full-time teaching appointment, or amended research appointment. Tenured and continuing professional Members may apply for an amended professional activity appointment.

All Members must have equitable access to amended appointments for which they are eligible. Although there is no limit on the number of terms to which a Member may be appointed, fair and equitable access to such amended appointments for all Members of a Department is to be considered in the recommendation and approval process.

### 15.17.1 Eligibility

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

### 15.17.2 Types of Amended Appointments

- (a) Part-Time Regular Appointment—the duties of such Members involve the same elements as those of Members on regular appointment but are carried out on a less than full-time basis. For example, professorial Members would be expected to be involved in teaching, scholarship/research, and service, but only part-time. This workload, assigned as per Article 20.4, may be distributed over the entire year or a portion thereof. No part-time regular appointment may be for less than fifty percent (50%) of a regular appointment. In no circumstances shall such a Member agree to overload exceeding three (3) credit hours.
- (b) Full-Time Teaching Appointment—the duties of such Members shall involve only teaching and service (Article 14). The standard teaching assignment of such Members shall be twenty-one (21) credit hours.
- (c) Part-Time Teaching Appointment—the duties of such Members shall involve only teaching and service (Article 14) and are carried out on a less than full-time basis. The standard teaching assignment of such Members shall be prorated based on a full-time teaching assignment of twenty-one (21) credit hours per academic year. For example, a part-time teaching appointment for fifteen (15) credit hours would be a 0.71 FTE position. This teaching assignment, assigned as per Article 20.4, may be distributed over the entire year or a portion thereof. No part-time teaching appointment may be for less than fifty percent (50%) of a full-time teaching appointment. In no circumstances shall such a Member agree to overload exceeding three (3) credit hours.
- (d) (iv) Amended Research Appointment—the standard teaching assignment of such Members shall fall within the range of nine (9) to twelve (12) credit hours with a proportionately greater emphasis on scholarship/research. Such Members are also responsible for service. The term of an amended research appointment shall be for no more than three (3) years (excluding approved leaves). In no circumstances shall such a Member agree to overload exceeding three (3) credit hours.
- (e) Amended Professional Activity Appointment—tenured Professional Associates and continuing Administrative Associates or Instructional Associates can apply to have their professional responsibilities as found in their job descriptions amended for up to two (2) years at a time. Such amendments shall be limited to amending the relative emphasis of existing duties in the relevant job description.

### 15.17.3 Procedures

- (a) Members who are eligible for an amended appointment must make application as part of their teaching assignment or professional service workload assignment recommendation.
- (b) An application for an amended appointment shall be submitted, through the Department, to the Dean/Director and include the Member's current CV. The application shall be accompanied by a recommendation from the Member's Department. The accompanying recommendation shall specify the manner in which the appointment is to be altered, the duration of the amended appointment, and the duties to be performed by the Member while on the part-time or amended appointment. It shall also take into account academic and financial requirements of the Department/Faculty/Unit and the assessment of the overall needs of the University. With the exception of full-time teaching appointments, the recommendation of the Department shall include a review of the effect of the loss of credit hours of instruction or professional activity to the Department and the Faculty/Unit and the specific measures required to address the loss of hours. Where applicable, the Department shall recommend a teaching assignment that reflects the amended appointment and a contingency teaching assignment should the amended appointment not be granted. The Department's written recommendation shall be provided to the Member and copied to the Union.

As per Article 5.6.2, Department members and the Dean/Director shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Department members and the Dean/Director shall have completed this training within the previous twenty-four (24) months and prior to reviewing amended appointment applications.

- (c) After consulting with the Member, the Dean/Director shall forward the application, the Department's recommendation, and their recommendation regarding the amended appointment to the Provost, with the Dean's/Director's report provided to the Member and copied to the Union. With the exception of full-time teaching appointments, the Dean's/Director's recommendation shall include a review of the effect of the loss of credit hours of instruction or professional activity to the Department and the Faculty/Unit and the specific measures required to address the effect of the loss of hours. The Provost shall forward the application, the Department's recommendation, the Dean's/Director's recommendation, and their recommendation regarding the amended appointment to the President. The Provost's recommendation shall also be provided to the Member and copied to the Union.

As per Article 5.6.2, the Provost shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value

of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Provost shall have completed this training within the previous twenty-four (24) months and prior to reviewing amended appointment applications.

- (d) The President shall base their decision to approve an amended appointment on the criteria referenced in Article 15.17.3 (b) and (c). In the case of amended research appointments, the merit of the application and, where the Member has held prior amended research appointments, the record of research accomplishment during the term of the most recent amended research appointment shall also be considered.

The President shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The President shall have completed this training within the previous twenty-four (24) months and prior to reviewing amended appointment applications.

- (e) Normally, the President's decision regarding the approval of an amended appointment will be made at least four (4) months prior to the commencement of the amended appointment. With the approval of an amended appointment, the University shall implement measures required to address the effect of the loss of credit hours of instruction or professional activity as determined by the President.
- (f) Written reasons for decisions on the application and on the measures to address loss of credit hours of instruction or professional activity shall be given to the Member and the Dean/Director, and copied to the Union. These reasons must be substantive, clearly related to the criteria, and sufficiently specific to allow the Member to know the basis for the decision.
- (g) Members whose application for a part-time or amended appointment is rejected shall have recourse to an appeals procedure. The appeal procedures replace grievance and arbitration for amended appointment procedures and decisions. Notice of an appeal must be submitted to the President within ten (10) working days after the Member is notified of the decision. Within one (1) week of receiving notice of appeal, an Appeals Committee shall be struck. The Committee shall consist of one (1) Member appointed by the Union, one (1) member appointed by the President, and a Chair chosen by the two (2) appointed members. The Union, the President, and the members chosen by the Union and the President shall make every reasonable effort to include members belonging to the designated groups on the Committee. A copy of the appeal, specifying the grounds on which it is based, shall be sent to the Chair of the Appeals Committee. The Appeals Committee shall utilize the procedures set out by The Labour Relations Act and the Brandon University/BUFA Handbook on Appeals Procedures. In case of discrepancies, The Labour Relations Act will take precedence. The decision of the Appeals Committee is final and binding on the Parties and the Member. The Appeals Committee is an Arbitration Board under The Labour Relations Act. Normally, the Appeals Committee will render its decision within one (1) month of being struck. Decisions shall

be sent to the President for implementation, with copies to the Member, Department, Dean/Director, Provost, and Union.

As per Article 5.6.2, Appeals Committee members shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Appeals Committee members shall have completed this training within the previous twenty-four (24) months and prior to reviewing amended appointment applications.

- (h) Members whose application for a part-time appointment is approved shall have a base salary rate computed as if the Member were continuing on full-time status. All relevant salary adjustments shall be applied to the base salary rate. The actual salary to be paid to the Member shall be prorated from the base salary rate in direct relation to the approved change in duties for the part-time appointment. The actual salary for full-time amended appointments would be one hundred percent (100%) of the base salary rate.
- (i) Members whose application for a part-time or amended appointment is approved shall continue to participate in the University benefit plans. Except as provided below, both the Member's contributions and the Employer's contributions shall be based on the base salary rate.
- (j) For the purposes of computing credited service for the pension, a Member on a part-time or amended appointment, who is continuing contributions to the University Pension Plan based on the base salary rate, shall receive credit as if employed on a full-time basis.
- (k) Members maintaining contributions to the Long-Term Disability Plan shall be covered under the University's Long-Term Disability salary continuation plan. The contributions, coverage, and any disability payments under the Long-Term Disability Plan shall be based on the Member's actual salary.
- (l) Members whose application for a part-time appointment is approved shall have their vacation entitlement prorated on the basis of the percentage for the actual salary rate.
- (m) Members whose application for a part-time or amended appointment is approved shall continue their original appointment status (i.e., rank and steps) and shall be eligible for promotion, leaves, and other provisions of this Collective Agreement. Members on full-time teaching appointments are not eligible for promotion on the basis of these duties until twelve (12) months have elapsed since their full-time appointment took effect; any application for promotion prior to that time shall be assessed on the basis of their previous appointment.
- (n) Eligibility for promotion, leaves, and other provisions of this Collective Agreement shall be determined on the basis of calendar years of service as if the Member were working full-time. Payments to a Member on sabbatical leave shall be calculated on the basis of the number of full-time years plus the number of part-time years and paid at the

regular percentage of full-time salary (e.g., a Member who had, in the previous six (6) years, worked four (4) years at full-time and two (2) years at fifty percent (50%) would be entitled to  $((4 \times 85) + (2 \times 42.5))/6 \times 100\% = 71\%$  full salary).

- (o) Members whose application for a part-time or amended appointment is approved shall receive a Letter of Amended Appointment from the President which shall state the following:
  - 1. the Member's current base salary rate;
  - 2. the percentage change for actual salary calculations, if applicable;
  - 3. the Member's current actual salary on the effective date of the appointment, if applicable;
  - 4. the effective start and end dates of the appointment;
  - 5. the revised duties of the Member; and
  - 6. any other related conditions.
- (p) No part-time or amended appointment shall take effect until and unless the appointee indicates in writing to Human Resources acceptance of the appointment and all of its terms and conditions as specified in the Letter of Appointment.
- (q) All part-time or amended appointments revert to the conditions of the original appointment immediately following the end date stipulated in the Letter of Appointment.
- (r) Members whose application for a part-time or amended appointment is approved may return to their previous appointment within the first twenty-four (24) months following the effective starting date of that amended appointment, provided that the Member gives six (6) months' notice in writing to the Department and to the Dean/Director of their intention to do so. Six (6) months prior to the effective end date of their amended appointment, a Member may apply to continue or revise the terms of the amended appointment for a new period of time.
- (s) Members whose part-time or amended appointment is approved for externally funded research purposes may return to full-time duties provided that the Member gives notice of either twelve (12) months or a time equivalent to the duration of the replacement appointment, whichever is less, of their intention to do so to the Department and to the Dean/Director.
- (t) Members reappointed in accordance with Article [15.17](#) cannot have their rank or salary changed as a part of the terms of their reappointment.

## **15.18 Phased Retirement Appointment**

The phased retirement option is a three (3) year graduated post-retirement term appointment available to full-time tenured or continuing Members. A Member who elects this appointment will notify the Employer in writing one (1) year in advance of their proposed date

of termination of full-time work, which will be the deemed retirement date. Pension benefits will not accumulate on earnings for work during this appointment. Professorial Members on a phased retirement appointment will have reduced teaching and service obligations, as outlined below. Teaching assignment will be assigned as per Articles 20.4.1 and 20.4.2. This does not preclude professorial Members from continuing to perform scholarship/research activities. Professional Members shall perform a proportionately reduced share of the duties as prescribed in their job description as determined through consultation between the Member, Department, and Dean/Director.

### **15.18.1 Professorial Members**

- (a) In the first year subsequent to the deemed retirement, the professorial Member will teach twelve (12) credit hours and receive two-thirds (2/3) of the Member's regular pre-retirement salary. The Department shall, in their teaching assignment recommendation for that year, request necessary replacements for the lost teaching capacity. The Employer shall provide such replacements through Contract Academic Staff, where reasonably practicable.
- (b) In the second year subsequent to the deemed retirement, the Member will teach nine (9) credit hours and receive one-half (½) of the Member's regular pre-retirement salary. The Department shall, in their teaching assignment recommendation for that year, request necessary replacements for the lost teaching capacity. The Employer shall provide such replacements through Contract Academic Staff, where reasonably practicable. When a Department submits a staffing request referencing the staffing criteria, in writing, that provides clear rationale for a tenure-track replacement, the request shall normally be approved and the search for a replacement shall begin in the second year of the phased retirement appointment. In those exceptional circumstances when such requests are not approved, the Dean/Director shall, in writing, provide clear rationale for this decision.
- (c) In the third year subsequent to the deemed retirement, the Member will teach six (6) credit hours and receive one-third (1/3) of the Member's regular pre-retirement salary.

### **15.18.2 Professional Members**

- (a) In the first year subsequent to the deemed retirement, the professional Member will perform two-thirds (2/3) of the work outlined in their respective job description and receive two-thirds (2/3) of the Member's regular pre-retirement salary. The Department shall, in their teaching and/or professional service workload assignment recommendation for that year, request necessary replacements for the lost teaching and/or professional service capacity. The Employer shall provide such replacements through Contract Academic Staff, where reasonably practicable.
- (b) In the second year subsequent to the deemed retirement, the Member will perform one-half (½) of the work outlined in their respective job description and receive one-half (½) of the Member's regular pre-retirement salary. The Department shall, in their

teaching and/or professional service workload assignment recommendation for that year, request necessary replacements for the lost teaching and/or professional service capacity. The Employer shall provide such replacements through Contract Academic Staff, where reasonably practicable. When a Department submits a staffing request referencing the staffing criteria, in writing, that provides clear rationale for a tenure-track or continuing-track replacement, the request shall normally be approved and the search for a replacement shall begin in the second year of the phased retirement appointment. In those exceptional circumstances when such requests are not approved, the Provost, through the Dean/Director, shall, in writing, provide clear rationale for this decision.

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

### **15.18.3 Procedures**

- (a) Members who are eligible for a phased retirement appointment must notify their Dean/Director in writing at least twelve (12) months prior to the requested commencement date of the appointment. The notification shall include any requests for space for research purposes.
- (b) The Dean/Director shall consult with the Department and will make a recommendation to the Provost within three (3) months of the notification, with copies to the Member, the Department, Human Resources, and the Union.
- (c) The Provost will make a determination and inform the Member in writing within four (4) months of the notification, with a copy to the Department, the Dean/Director, Human Resources, and the Union. If approved, the Member shall then notify their Dean/Director in writing whether they intend to retire and accept the phased retirement appointment in accordance with the six (6) month notification period (Article 31.1 (a)).

## **15.19 Canada Research Chairs**

- (a) Canada Research Chair (CRC) holders shall be required to teach three (3) credit hours as part of their standard teaching assignment and may elect, upon the recommendation of the Department and the approval of the Dean, to teach up to six (6) additional credit hours for a maximum standard teaching assignment of nine (9) credit hours. Such Members are also responsible for service. In no circumstance shall Canada Research Chair holders teach on an overload basis (see also Article 25).
- (b) Successful nominations for a Canada Research Chair appointment, whether internal or external, shall be placed in a full-time Canada Research Chair appointment. Procedures for selecting nominations under the Canada Research Chairs Program will include the following:

- (i) The Vice-President (Research) will advise the Senate Research Committee, in writing, when a Canada Research Chair vacancy is to be filled and shall indicate the type and duration of the appointment that the Employer is committed to make. The Senate Research Committee, subject to the conditions below, shall determine the composition and working procedures of the Selection Committee.

As per Article 5.6.2, each member of the Senate Research Committee shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Senate Research Committee members shall have completed this training within the previous twenty-four (24) months and prior to making any decisions.

- (ii) A Selection Committee composed of members chosen according to procedures approved by the Senate Research Committee and chaired by the Vice-President (Research), or designate, shall evaluate applications. Members in the professorial and/or Professional Associate ranks shall form at least seventy-five percent (75%) of the members of the Selection Committee, exclusive of the Chair. At least one (1) current or past CRC holder will normally sit on the Selection Committee. The Selection Committee Chair is non-voting and will ensure that the search is conducted in a manner consistent with best hiring practices, the letter and spirit of the Collective Agreement, as well as the University's CRC Equity, Diversity, and Inclusion Accountability and Transparency Requirements.

As per Article 5.6.2, each Selection Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Selection Committee members shall have completed this training within the previous twenty-four (24) months and prior to formulating the job advertisement or examining any dossiers.

- (iii) The Selection Committee will make a recommendation to the Vice-President (Research) who may only offer an appointment to an individual pending a successful CRC Nomination. The Vice-President (Research) shall decide whether to accept or reject the recommendation and shall provide the Committee with reasons in writing for their decision. If the recommendation is rejected, the process shall be repeated. An offer of conditional appointment shall be made by the Vice-President (Research) to the recommended candidate, subject to the final approval of the President. As per Article 5.6.2, the Vice-President (Research) shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit,

and Non-Status Indigenous knowledges. The Vice-President (Research) shall have completed this training within the previous twenty-four (24) months and prior to formulating the job advertisement or examining any dossiers.

- (iv) If a candidate selected for an interview is external, the candidate's dossier will be forwarded to the candidate's proposed Department(s) of appointment for review. The Department will meet with the candidate and, if the candidate is acceptable to the Department, will forward to the Dean/Director, for recommendation, and the Vice-President (Research), for decision, recommendations relative to rank, tenure, and other conditions of employment. The Department shall provide feedback to the Selection Committee prior to the Committee's recommendation on appointment. No Department will be required to accept a candidate into the Department if, at a duly constituted Department meeting, that candidate is deemed to be unacceptable to the Department.
- (v) If the approved candidate is external, the offer of a Canada Research Chair appointment shall be made according to the procedures in Article 15.4.7.
- (vi) If the approved candidate is an internal professorial Member, the Member's rank, tenure, and remuneration shall not change as a result of the success of the institution's Canada Research Chair nomination.
- (vii) Where the approved candidate is an internal Professional Associate, their tenure and remuneration shall not change as a result of the success of the institution's Canada Research Chair nomination; however, their appointment shall be converted to the equivalent professorial rank for which they possess the required qualifications and experience upon approval of the nomination by the Canada Research Chair program. The Department shall provide feedback to the Selection Committee prior to the Committee's recommendation on appointment. Upon completion of the CRC appointment, the Member shall revert to their professional appointment, accounting for the progress through the ranks, including increments, achieved during their CRC appointment.
- (viii) If the successful candidate is internal, the Member shall be replaced with a term appointment (or combination of term appointments), as mutually agreed upon by the Department and the Dean/Director, that matches the term of the appointment of the Canada Research Chair. Such replacements shall be adequate for maintaining program integrity.
- (ix) If the Selection Committee does not forward a nomination from the pool of candidates, the search may be considered failed and the process will start over, or under exceptional circumstances, the Committee may recommend to the Vice-President (Research) that the search be extended.
- (x) If the Vice-President (Research) does not accept the Selection Committee's recommendation or the President does not approve the nomination, they will provide written rationale to the Committee, and the Selection Committee shall reconsider the remaining candidates. Once the pool of candidates is exhausted, Article 15.19 (b) (ix) shall apply.

- (xi) No Member on a tenure-track, tenured, or term contract shall be displaced from their position or have their rights, privileges, or benefits, under the Collective Agreement, reduced in any way by the entry of a Canada Research Chair into a Department.
- (xii) Eligibility for renewal of a Canada Research Chair is subject to the approval of the Canada Research Chair Program. Application for renewal shall be on the recommendation of the Senate Research Committee to the President or designate. This recommendation, and notification to the Chairholder, must occur no less than six (6) months before the renewal nomination deadline set by the CRC Program.
- (xiii) Members whose applications for a renewal/extension are rejected by the University shall have recourse to an appeals procedure. Notice of an appeal must be submitted to the President no later than one (1) month after the Member is notified of the decision. Within one (1) week of receiving notice of appeal, an Appeals Committee shall be struck. The Committee shall consist of one (1) Member appointed by the Union, one (1) member chosen by the President, and a Chair chosen by the two (2) appointed members. The Union, the President, and the members chosen by the Union and the President shall make every reasonable effort to include members belonging to the designated groups on the Committee. As per Article 5.6.2, Appeals Committee members shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Appeals Committee members shall have completed this training within the previous twenty-four (24) months and prior to examining any applications. This Appeals Committee is an Arbitration Board under The Labour Relations Act. The Appeals Committee shall establish its own procedures following the Brandon University/BUFA Handbook on Appeals Procedures. These appeals procedures replace grievance and arbitration (Article 4) for CRC renewal procedures and decisions. The decision of the Appeals Committee is binding and shall be implemented by the President. Normally, the Appeals Committee will render its decision within two (2) months of being struck.
- (xiv) In the fourth (4<sup>th</sup>) year of their CRC appointment, where the Member holding the CRC appointment shall transition to a regular appointment, the Employer shall initiate discussion of a CRC teaching assignment transition plan as per Article 20.11.

## 15.20 Retention

The Parties agree to establish a working group to identify and recommend improved retention strategies for Members and their households (Appendix J.7).

# Article 16: Contract Academic Staff

## 16.1 General

### 16.1.1 Definition

Contract Academic Staff (CAS) are individuals engaged by the University on a contractual, time-limited basis to accomplish specific professorial or professional work related to the academic mission of the University. The Parties recognize the importance of Contract Academic Staff to the academic mission and acknowledge that their contributions enhance the work of the University. Such Members are distinct from professorial and professional Members in that the CAS function is limited in time and in type of work to the duties specified in the contract, as outlined below.

### 16.1.2 Objectives

Contract Academic Staff are Members retained to accomplish one (1) of the three (3) following objectives:

- (1) to teach an individual credit-hour based course, lab, clinical placement, or field supervision, as defined by the course calendar;
- (2) to carry out specific professional services normally included in the job description of a professional Member; or
- (3) to teach a course in the English for Academic Purposes (EAP) program.

In no circumstance shall CAS be used to permanently reduce the teaching or professional service capacity of the Faculty/Unit.

### 16.1.3 Scope of Work

CAS shall not be required to perform work or service outside of their contract but may participate in service activities without remuneration where they choose to do so. CAS are not members of a Department but may participate in service activities of the Department, upon the invitation of the Department.

## 16.2 Types of Contract

### 16.2.1 Course-Based Contracts

A course-based contract is one that is offered to an individual to teach one (1) or more specific courses and/or sections of courses. For the purposes of this Clause, a course shall refer to any university-level offering listed in the undergraduate or graduate course calendars (e.g., lecture, seminar, lab, clinical supervision). The total number of credit hours for this type of contract shall not exceed nine (9) credit hours in one (1) academic term or twelve (12) credit hours in one (1) academic year. Unless otherwise agreed by the Parties, if a Member is issued a contract which makes the total course-based credit hours exceed twelve (12) credit hours, the Employer shall pay into the Brandon University Board of Governors' Entrance Scholarship a sum of ten thousand dollars (\$10,000).

Course-based contracts shall be remunerated at contract stipend A rates (as per Appendix F).

### 16.2.2 Professional Services Contracts

A professional services contract is one that is offered to an individual to perform a specified subset of activities in a job description (defined in Appendices B, D, or E) to: 1) replace a Member on short-term (no more than twenty-two (22) weeks) leave, for a period of time equal to the leave; 2) increase capacity of an existing service on a temporary basis; or 3) add new capacity on a temporary basis. Where the leave to be replaced is greater than twenty-two (22) weeks, a term appointment may be requested (see Article 15.3.6) and such requests shall not be unreasonably denied.

Professional services contracts shall be remunerated at contract stipend B rates (as per Appendix F).

### 16.2.3 English for Academic Purposes (EAP) Contracts

An EAP contract is one that is offered to an individual to teach English for Academic Purposes courses. Levels 1–3 listening and speaking, writing, and reading are assigned distinct course numbers. Level 4 listening and speaking, writing, and reading are also assigned distinct course numbers, but shall be considered separate from Levels 1–3 in regard to right of first refusal (RFR) (see 16.4.1.2). Contracts for the EAP program will be considered separate and distinct from course-based contracts for the purpose of calculating maximum eligibility. Individuals who teach in EAP maintain the ability to teach twelve (12) credit hours of course-based contracts.

Members on full-time appointments as defined under Article 15.8 (a) are not eligible to teach EAP courses.

EAP contracts shall be remunerated at contract stipend C rates (as per Appendix F).

## **16.3 Procedures for Selection**

### **16.3.1 Regular Staffing Process for CAS**

Requests for CAS shall be approved as part of the regular assignment of teaching and scheduled time (as per Article 20.3), with the exception of unanticipated contract needs that are outside of the regular cycle but do not qualify as emergency contracts as defined in Article 16.6. The search calendar for such regular requests shall be based on the anticipated start date of the contract.

### **16.3.2 Order of Precedence**

Contracts shall be offered to qualified individuals according to the following order of precedence:

1. eligible regular or term Members internal to the Department (overload contracts as per Article 15.5)
2. Members with right of first refusal (RFR) (as per Article 16.4)
3. individuals identified through a search procedure (as per Article 16.3.3).

#### **16.3.2.1 Faculty of Health Studies**

In the Faculty of Health Studies, "Department" for the purposes of this Clause will refer to both Nursing and Psychiatric Nursing. Each Department of Health Studies will canvass all Members of their own Department and, if no one is qualified and willing to teach the course, then will reach out to all the Members of the other Department for a qualified Member prior to checking for CAS with RFR.

#### **16.3.2.2 RFR Check**

When it has been determined that no regular or term Member eligible for overload will accept a contract, the Dean/Director shall verify whether anyone holds RFR for that offering (as per Article 16.4) and inform the Department.

Where a CAS holds RFR, they shall be offered the contract by the Dean/Director, following the seniority provisions of Article 16.4.2 where applicable. They shall normally have ten (10) working days to accept the offer. If the offer is accepted, the contract shall be issued. If the offer is not accepted, then search procedures begin as outlined below.

### **16.3.3 Advertisements**

If no Member holds RFR, or if no Member holding RFR is interested in the contract, the Employer must advertise the position for a minimum of five (5) working days. The advertisement must be posted on the University website, at a minimum. Advertisements shall clearly invite

applicants belonging to the designated groups to apply. For Indigenous-focused contracts, the advertisement shall clearly indicate this requirement.

For course-based and EAP contracts, advertisements normally shall be posted at least three (3) months prior to the beginning of the term of the contract. Such advertisements shall specify the required mode of delivery for the course, or order of preference where more than one (1) mode is considered.

For professional services contracts, advertisements normally shall be posted at least six (6) weeks prior to the beginning of the contract.

### **16.3.3.1 Approval of Advertisements**

Human Resources and the Union shall review the advertisement to ensure that it complies with the Collective Agreement and applicable legislation. If, after three (3) working days of receiving the advertisement, the Union has not expressed any concerns, the Employer may assume the advertisement is acceptable to the Union.

### **16.3.3.2 Equivalencies for CAS Advertisements**

Advertisements will clearly indicate the possibility of establishing equivalencies for applicants with experiential/traditional career paths (as per Article 15.2). Where a CAS position needs to be filled on short notice (Article 16.6 Emergency Contracts), the requirement to include equivalency language in the advertisement shall be waived when Human Resources and the Union have received and approved rationale as part of the advertisement review.

### **16.3.3.3 Selection Committees for CAS**

The composition of the Selection Committee for a course-based or professional service CAS search shall be determined by the Department concerned and will normally consist of Members of the Department in which the contract will be held, or a subset thereof. The search shall be conducted in a manner consistent with best practices, and the letter and spirit of the Collective Agreement.

The composition of the Selection Committee for an EAP Instructor shall be three (3) members including the Director of International Activities, EAP Coordinating Instructor, and another Member mutually agreed to by the first two (2). In the rare event the Director of International Activities and Coordinating Instructor disagree, they shall provide a list of possible Members from which the Dean/Director shall select. The search shall be conducted in a manner consistent with best practices, and the letter and spirit of the Collective Agreement. The Committee shall make its recommendations to the Dean/Director. The Dean/Director shall not offer any EAP Instructor contract to a person not recommended by the Selection Committee. The composition of the Selection Committee for an EAP Coordinating Instructor shall be three (3) members including the Dean/Director, as Chair, the Director of International Activities, and one (1) other Member mutually agreed to by the first two (2) members. In the rare event the Dean of Students and the Director of International Activities disagree,

they shall provide a list of possible Members from which the Provost shall select. The search shall be conducted in a manner consistent with best practices, and the letter and spirit of the Collective Agreement. The Selection Committee shall make its recommendations to the Dean/Director. The Dean/Director shall not offer any EAP Coordinating Instructor contract to a person not recommended by the Selection Committee.

As per Article 5.6.2, each Selection Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Selection Committee members shall have completed this training within the previous twenty-four (24) months and prior to formulating the job advertisement or examining any applications.

#### **16.3.3.4 Receipt and Review of Applications**

The dossier of applicants shall include, at minimum, a cover letter and a curriculum vitae. The Selection Committee may require additional materials in the dossier.

The Dean's/Director's Office is responsible for receiving applications and making them available digitally to members of the Selection Committee. The Dean's/Director's Office will undertake reasonable measures to ensure that the Selection Committee members have convenient, secure, and unprejudiced online access to the digital applications. Applications are confidential and shall be maintained as such; no individual may create improper duplications and/or make improper uses of its contents.

Where applicable, the Selection Committee shall complete the equivalencies process as per Article 15.2 for each applicant who has requested an equivalency.

The Selection Committee shall, at a minimum, review the dossiers of all persons being considered for a contract. The Selection Committee shall then make its recommendation to the Dean/Director. The Dean/Director shall not offer any contract to a person not recommended by the Selection Committee.

#### **16.3.3.5 Offer**

The Dean/Director shall offer a contract to the selected candidate only upon the recommendation of the Selection Committee. Once an offer is accepted, the Dean/Director shall issue the contract. For course-based and EAP contracts, the contract normally shall be issued no fewer than six (6) weeks prior to the start of the term in which the course is taught. For professional services contracts, the contract normally shall be issued no fewer than two (2) weeks prior to the start of the contract. Contracts offered under the auspices of Campus Manitoba shall be issued by the appropriate Dean/Director and countersigned by the Provost.

## 16.4 Right of First Refusal (RFR)

Right of first refusal recognizes the contribution of Contract Academic Staff who have successfully taught for Brandon University over a period of time. This right affords RFR holders the opportunity to be contracted without having to apply, as per the terms outlined elsewhere in this Article.

### 16.4.1 RFR held for Different Types of Contracts

RFR may be held for course-based contracts and EAP contracts according to the following terms.

#### 16.4.1.1 Course-Based Contracts

If, as per Article 16.3, a person has been issued at least one (1) course-based contract for each of three (3) contract-based offerings of the same course or lab in different academic years within a six (6) year period, and they have a satisfactory evaluation(s) to determine teaching competency (per Article 19.2.3), that person shall have the RFR for subsequent contracts offered for the same course. For the purposes of this Article, changes to course number or title, where the content and delivery of the course remain substantially the same, shall not affect credit toward or maintenance of RFR. Mode of delivery shall be a factor in holding RFR. Specifically, RFR for course(s) taught in person and/or online synchronously is distinct from RFR for course(s) taught online asynchronously. The revised terms of maintenance outlined in this Article shall apply to all Members holding RFR as of 1 April 2019. Members holding credit toward RFR as of 1 April 2019 will retain this credit but will have to teach at least one (1) section under these revised terms in order to establish RFR.

In field experience courses in Education, RFR will be earned for Early Years (EY), Middle Years (MY), and subject-specific upper-year placements, as if each were treated as a separate course, and will be earned for specific geographic locations. For example, a Member might have RFR for EY in Dauphin or RFR for Math in Brandon.

Further to the above, RFR earned in the Special Projects applies only to future offerings in the Special Projects. RFR earned in regular campus programming applies only to future offerings in regular campus programming.

#### 16.4.1.2 EAP Contracts

RFR for EAP shall be determined by course level as opposed to course number, such that if a person has been issued at least one (1) EAP contract for at least three (3) of the past six (6) consecutive academic years for any Level 1–3 course or any Level 4 course, and received a satisfactory evaluation(s) (as per Article 19.2.3), that person shall have the right of first refusal for subsequent EAP contracts offered for one (1) offering of any course at that level.

The first academic year to be considered for building RFR entitlement is 2021–2022, with the following exception. Persons who, as of 1 September 2021, have been issued one (1) con-

tract in three (3) of the previous six (6) academic years for any Level 1–3 course or any Level 4 course shall be eligible for RFR credit for that level(s). In any case, the EAP Instructor must teach the course once more after 1 September 2022 to establish RFR.

#### **16.4.1.3 Satisfactory Performance**

For the purposes of obtaining RFR, where an evaluation has not been conducted through no fault of the Member, the CAS's performance will be deemed satisfactory.

#### **16.4.1.4 RFR Credit for Professional Members**

CAS on professional contracts during the 2023–2027 Collective Agreement will be given full credit toward RFR when such is negotiated in a subsequent collective agreement, including the granting of RFR if negotiated requirements have been met.

### **16.4.2 Seniority and RFR**

Where more than one (1) Member holds RFR on the same offering (understood as course, lab, mode of delivery, or EAP level), each contract will be offered to the Members in order of seniority. Seniority shall be based on years since first contract in the first instance and, when years since first contract are equal, based on the number of contracts of the same type offered. If the above criteria are insufficient for determining seniority, the Department shall determine which Member's RFR takes precedence.

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

### **16.4.3 Maintenance of RFR**

Once the RFR is achieved, the Member must

- (a) teach the same course at least once during every two (2) academic years in order to maintain the RFR; or
- (b) teach a course in the same EAP level grouping (Levels 1-3 or Level 4) at least once during every two (2) academic years to maintain the RFR.

For the purpose of this provision, the two (2) year period is defined as starting on 1 September and ending twenty-four (24) months later on 31 August.

#### **16.4.3.1 Extension of Maintenance Period**

The Member may apply to the Dean/Director, with a copy to the Department, to extend the maintenance period in the following circumstances:

- (a) absence for birth/parental purposes;
- (b) extended illness;
- (c) appointment to a full-time term faculty position at Brandon University or another post-secondary institution;
- (d) course is not offered on a contract basis during the academic year in question or another person with the RFR was issued the contract;
- (e) absence to upgrade academic or professional qualifications;
- (f) other approved absences; and
- (g) contract(s) within the two (2) year maintenance period to teach another course in the Department.

The Dean's/Director's decision shall be supported by written reasons which must be substantive and sufficiently specific to enable the Member to know the basis for the decision. This decision is grievable, and the CAS is entitled to Union support even if not currently on contract.

#### **16.4.4 Documentation of RFR**

It shall be the Dean's/Director's responsibility to determine which Member(s) have obtained RFR for a particular course or professional service. The Dean/Director shall, where necessary and with the recommendation of the Department, determine seniority per Article 16.4.2. The Dean/Director shall communicate RFR information, including approved maintenance extension requests, to Human Resources, who shall document each Member's RFR in their personnel file, and maintain a record of RFR holders for the use of Deans/Directors.

### **16.5 Other Provisions**

#### **16.5.1 Email**

Each CAS has the right to a Brandon University email address. This address shall be activated as soon as possible after the signed contract has been received by Human Resources and shall remain active for at least twelve (12) months after the completion of the most recent contract.

#### **16.5.2 Professional Development Funds**

CAS are afforded the opportunity to apply for professional development funds as described in Appendix H.

### **16.5.3 Access to University Facilities**

CAS who are not currently on contract are afforded access to University facilities (e.g., practice space, Library borrowing privileges) for at least twelve (12) months after the completion of the most recent contract.

## **16.6 Emergency Contracts**

### **16.6.1 Definition**

An emergency contract shall be any contract that is issued within a shortened period ahead of the beginning of the contract, either for unforeseeable reasons (e.g., to fill a vacancy made by the sudden leave of a Member) or for reasons beyond the control of the Department (e.g., the CAS hiring process is delayed by administrative processing). For course-based and EAP contracts, this period shall be the four (4) weeks prior to the beginning of the term. For professional services contracts, this period shall be the two (2) weeks prior to the start date of the contract.

An emergency contract shall not be issued when the delay is as a result of the Department changing its timelines (e.g., a Department is delayed in its approval of draft postings, in its requests for CAS, or in its recommendations). Emergency contracts may not be issued when delays in contracts being issued are the result of the candidate withholding their acceptance of the contract.

CAS contracts issued to RFR holders of the course are not subject to emergency contract language.

### **16.6.2 Search Procedure**

Emergency contracts must follow as closely as possible the procedures for selection described in Article 16.3, though timelines may be shortened with the agreement of the Employer, the Union, and the Department. In no case shall an emergency contract be used to bypass the role of the Department in recommending an individual for a contract.

#### **16.6.2.1 Exemption from Equivalencies**

Due to the compressed nature of an emergency contract, the selection process for such contracts may be exempt from the equivalencies process described in Article 16.3.3.2 when Human Resources and the Union have received and approved rationale as part of the advertisement review.

Contract Academic Staff who have already had a relevant equivalency established through an earlier process shall have their equivalency considered in the selection process for an emergency contract.

### **16.6.3 Rate of Pay**

In recognition of the impact of hiring on short notice, emergency CAS teaching contracts (course-based or EAP) shall receive a stipend in addition to the base contract wage as follows:

- (a) within four (4) weeks prior to the start date of contract, four percent (4%) of the stipend value
- (b) within three (3) weeks prior to the start date of contract, six percent (6%) of the stipend value
- (c) within two (2) weeks prior to the start date of contract, eight percent (8%) of the stipend value
- (d) within one (1) week prior to the start date of contract, ten percent (10%) of the stipend value.

### **16.6.4 Adjustment to Start Date**

When an emergency teaching contract is issued less than one (1) week prior to the beginning of the term or after the term has begun, the Dean/Director, in consultation with the Department and CAS, shall normally provide the CAS one (1) week to make necessary adjustments prior to commencing instruction.

CAS professional services contracts shall normally not be issued within two (2) weeks of the planned start date. In consultation with the Department and the CAS, the Dean/Director may offer a contract start date of less than two (2) weeks where the CAS is available and willing to begin work on short notice.

## **16.7 Secondments from Other Institutions**

A contract may be offered to an individual who is employed by a post-secondary institution other than Brandon University and is seconded to teach one (1) or more specific courses for Brandon University. No such individual contract shall exceed six (6) credit hours and shall not count toward the maximum number of credit hours that may be taught on contract at Brandon University, provided that the stipend is not being paid by Brandon University. The total number of credit hours for this category of contract shall not exceed thirty-six (36) credit hours in an academic year. With agreement of the Union, this total may be increased to, but in no circumstances shall exceed, a maximum of seventy-two (72) credit hours.

# Article 17: Tenure and Continuing

## 17.1 Tenure for Professorial and Professional Associate Ranks

### 17.1.1 Application

Eligible Members who wish to apply for tenure (Article 15.10) must apply in writing to their Dean/Director no later than 1 September. By the previous 1 May, Deans/Directors shall notify all Members whose terms of appointment require that they be considered in the following academic year. Applications and supporting dossiers, as per Article 17.1.5, must be received by 1 September. Within five (5) working days, Deans/Directors shall send the names of all Members applying for tenure to relevant Departments. By 1 October, Deans/Directors shall notify the Chairs of the relevant Faculty/Unit Tenure Committee and the University Tenure Committee whether or not there are Members from their respective Faculties/Units and will forward the names of all such Members. Members applying for tenure may withdraw their applications at any time.

For Members whose career has followed an experiential/traditional pathway, and whose degrees/accreditation equivalencies were not established upon initial appointment, the process outlined in Article 15.2 must be completed before application for tenure. Documentation of equivalency as described in Article 15.2.3 must be included as evidence of professional preparation in the tenure dossier.

### 17.1.2 Criteria for Tenure

Members with tenure-track appointments shall be considered for tenure at the appropriate time according to Article 15.10 (c) and (d). Tenurable ranks are Assistant Professor, Associate Professor, Professor, and Professional Associate II, III, and IV. Tenured appointments will be offered as first appointments normally only to individuals who are to be appointed at the rank of Associate Professor, Professor, Professional Associate III, or Professional Associate IV. A Selection Committee, in considering a tenured appointment as a first appointment, shall base its recommendation on the criteria outlined in Articles 14 and 17.

### 17.1.3 Qualifications by Rank and Appendix B

Tenure recommendations and decisions shall be based upon the qualifications by rank (Article 14) as well as upon Article 17.1.4. In applying the criteria to Members in professorial ranks, all relevant factors included in Articles 14.2, 14.3, and 14.4, shall be taken into account. In applying the criteria to Members in the Professional Associate ranks, all relevant factors in Articles 14.2 and 14.5 shall be taken into account, in light of the job description stipulated in Article 14.5.1 (b) and Appendix B.

## **17.1.4 Considerations When Examining Criteria**

Recommendations and decisions must take into account the Member's entire academic career and carefully examine the Member's performance on all criteria in accordance with accepted norms of scholarship/research and teaching. Recommendations and decisions must appropriately recognize knowledges, experiences, and service to their communities of First Nations, Métis, Inuit, and Non-Status Indigenous Members, as well as of Members belonging to one (1) or more of the other designated groups. Recommendations and decisions must also take into account the Member's progress in the various criteria, as per Article 14, and the context of teaching and scholarship/research at Brandon University. Recommendations shall be based only upon information provided in the dossier; specifically, no inferences may be drawn from the omission of student surveys. When student surveys are included, there is to be no consideration of any data that compares the Member's teaching to that of other Members or any other calculated averages.

### **17.1.4.1 Compensation for Criteria**

In tenure decisions on Assistant, Associate, or Professor, documented excellence in teaching or in scholarship/research may compensate for achievements short of that specified in Articles 14.3 and 14.4 in one (1) of the other criteria. In tenure decisions for Professional Associates II, III, and IV, documented excellence in professional experience or professional attainment may compensate for achievement less than that specified in Article 14.5 in one (1) of the other criteria. It is understood that there must be some demonstrated activity and accomplishment in the area for which compensation is being claimed.

## **17.1.5 Dossier**

### **17.1.5.1 Digital Dossier**

Members shall prepare a digital dossier documenting their academic and professional records in terms of the qualifications by rank outlined in Article 14. It is the Member's responsibility to see that the digital dossier includes all information, including substance and sources, to be considered. The digital dossier must be available in a single file in a widely used format (e.g., PDF), accessible through standard University systems. No anonymous or unverified material will be admitted for consideration or added to a dossier. Where relevant, a Member may include written support from community members, Elders, and/or Knowledge Keepers to provide context for work that does not follow conventional academic trajectories. The contents of the original dossier must be itemized by the Member.

### **17.1.5.2 Additions to Dossier**

Members shall be informed of all additions to the dossier. Departments, Deans/Directors, and the Faculty/Unit Tenure Committee can add new information to the dossier, other than their recommendations (as required in Articles 17.1.6, 17.1.7, and 17.1.8), only with agreement of the Member. The Member's additions to the dossier are restricted to rebuttals, changes

in status, or clarification, but not content, of extant materials included when the dossier was originally submitted. Once the digital dossier has been submitted, the Provost's Office is responsible for maintaining the dossier and informing the Member of any additions. All additions to the dossier, including sources and dates of such additions, must be itemized by the Provost's Office.

#### **17.1.5.3 Availability of Dossier**

The digital dossier shall be available for inspection by the Department, the Faculty/Unit Tenure Committee, the Dean/Director, the University Tenure Committee, and the Provost at the appropriate stages of deliberation. Members have the right to inspect their dossier at any point, and to add rebuttals, changes in status, or clarifications at any time.

#### **17.1.5.4 Removal of Materials**

Members have the right to request, in writing, to the Dean/Director that material be removed from their dossier. Any disputes between the Member and the Dean/Director on the removal of material from the Member's dossier will be referred to the Joint Administrative Committee for resolution. Once the digital dossier has been submitted, the Provost's Office is responsible for maintaining the dossier and confirming removals with the Member.

#### **17.1.5.5 Maintenance of Dossier**

The Provost's Office will undertake reasonable measures to ensure that the Member, Dean/Director, Department members, Committee members, and Provost have convenient, secure, and unprejudiced online access to the digital dossier. The digital dossier is confidential and shall be maintained as such; no individual may create improper duplications and/or make improper uses of its contents. Once the tenure process has been completed, a complete copy of the digital file, including all letters and additions to the file, will be made available to the Member by the Provost's Office. Within three (3) months of the notification of tenure or, when applicable, the completion of the appeals process, the tenure file will be permanently deleted.

### **17.1.6 Departmental Recommendation**

Department members, excluding those elected or appointed to the Faculty/Unit and/or the University Tenure Committee and/or the Tenure Appeals Committee, shall review the Member's dossier and meet with the Member before writing their recommendation, which shall be based upon the relevant sections of the Collective Agreement. Members who are seeking tenure may not participate in the deliberation leading to the Department's recommendation nor in voting on their own application for tenure.

As per Article 5.6.2, each Department member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First

Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Department members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

The Department's recommendations will be sent to the Dean/Director, the Chair of the Faculty/Unit Tenure Committee, and the Chair of the University Tenure Committee by 1 November, with copies to the Member and the Union. Departmental recommendations shall include written reasons and signature lines for all Department members, with the exception of the Member applying for tenure. Recommendations shall be signed by each member of the Department who supports the recommendation and rationale, with the exception of members elected or appointed to the Faculty/Unit and/or the University Tenure Committee and/or the Tenure Appeals Committee. Abstentions or dissenting viewpoints, including those that agree with the recommendation but do not agree with the supporting rationale, will be supported by written reasons. The reasons must be substantive, clearly related to qualifications by rank and criteria for tenure, and sufficiently specific to enable the Member to know the basis of the recommendation.

In the case of Members who are not in a Department composed of at least three (3) Members, the Dean/Director, after consultation with the Member, shall designate a "Non-Departmental Committee", excluding members elected or appointed to the University Tenure Committee or the Tenure Appeals Committee, consisting of at least three (3) Members whose discipline areas are as closely related to the Member's as possible. Members applying for tenure will be permitted two (2) vetoes in this selection process.

As per Article 5.6.2, each Non-Departmental Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Non-Departmental Committee members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **17.1.7 Faculty/Unit Recommendation**

By 15 September each Faculty/Unit with Members applying for tenure shall strike a Faculty/Unit Tenure Committee composed of five (5) tenured Members elected by and from the Members. In the case of Members who are in a Unit consisting of fewer than five (5) tenured Members, the Dean/Director, after consultation with the Member who is applying for tenure, shall designate additional Member(s) whose discipline area is as closely related to the Member's as possible, such that the total complement of five (5) members is met. The Faculty/Unit shall make every reasonable effort to include members belonging to the designated groups on its Tenure Committee. Members applying for tenure will be permitted two (2) vetoes in this selection process. The Faculty/Unit Tenure Committee shall, by 15 October, select one (1) of its members to chair the Committee.

As per Article 5.6.2, each Faculty/Unit Tenure Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Faculty/Unit Tenure Committee members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

The Member shall meet with the Faculty/Unit Tenure Committee before the Committee writes its recommendation, but not until after the Committee has received the Department's recommendation. Decisions on recommendations will be reached by simple majority. The Chair will vote.

The Committee shall send its recommendation to the Chair of the University Tenure Committee by 15 November, with copies to the Member, the Department, the Dean/Director, and the Union. In formulating its recommendation, the Faculty/Unit Tenure Committee shall consider and reference in writing the disciplinary expertise of the Department and the Member. The Committee's recommendations shall include written reasons and signature lines for all Committee members. Recommendations shall be signed by each member of the Committee who supports the recommendation and rationale. Abstentions or dissenting viewpoints, including those that agree with the recommendation but do not agree with the supporting rationale, shall be supported by written reasons. The reasons must be substantive, clearly related to qualifications by rank and criteria for tenure, and sufficiently specific to enable the Member to know the basis for the recommendation.

### **17.1.8 Decanal Recommendation**

Members shall meet with their Dean/Director before the Dean/Director writes their recommendation, but not until after the Dean/Director has received the Department's recommendation. The Dean's/Director's recommendation will be sent to the Chair of the University Tenure Committee, with copies to the Member, their Department, and the Union by 15 November. In formulating their recommendation, the Dean/Director shall consider and reference in writing the disciplinary expertise of the Department and the Member. The Dean's/Director's recommendation shall be supported by written reasons which must be substantive, clearly related to the qualifications by rank and criteria for tenure, and sufficiently specific to enable the Member to know the basis for the recommendation.

As per Article 5.6.2, the Dean/Director shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Dean/Director shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **17.1.9 Composition of University Tenure Committee**

The University Tenure Committee shall consist of the following:

- a Chair appointed by the President from among tenured Professors and Professional Associate IV's;
- one (1) tenured Member elected by and from each of the Faculties of Arts, Education, Health Studies, Music, and Science;
- one (1) tenured Member elected by and from those Professional Associates who are not members of the above Faculties;
- two (2) Deans/Directors appointed by the President, of which one (1) must be an academic Dean, plus one (1) alternate to replace a Dean/Director during deliberations and voting on applications where there may be a conflict of interest.

Faculties/Units and the President shall make every reasonable effort to include members belonging to the designated groups on the committee.

Members will be elected/appointed for staggered two (2) year terms. The names of new members will be communicated to the Office of the Provost by 1 October.

As per Article [5.6.2](#), each University Tenure Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Committee members, including the Chair, shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **17.1.10 Procedures of the University Tenure Committee**

A quorum at all meetings will consist of six (6) members, plus the Chair.

Decisions on recommendations will be reached by simple majority in an open and recorded vote, with the Chair voting only in the event of a tie. Committee members shall absent themselves from discussion and voting when Members applying for tenure for whom they have prepared recommendations are considered.

The Committee may request to meet with the Member, with their designate(s), or with anyone who has submitted recommendations. Deans/Directors who have prepared recommendations must appear before the Committee if requested.

Members applying for tenure may appear before the University Tenure Committee and may be accompanied by advisors/spokespersons. Members shall be informed of when witnesses are to appear before the University Tenure Committee and shall have the right to be present and to question evidence presented. Members may also call witnesses. Members may enlist the aid of the Union or CAUT. Nothing in this Article shall be construed as requiring a Member to appear before the Committee.

Minutes of proceedings, the names of witnesses heard, and copies of evidence received shall be available to members of the Committee and to the Member.

The Committee's recommendations will normally be sent to the Provost by 15 December, with copies to Members, Departments, Deans/Directors, and the Union. In formulating its recommendation, the University Tenure Committee shall consider and reference in writing the disciplinary expertise of the Department and the Member.

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

### **17.1.11 Recommendations**

All recommendations on tenure at each stage of the process shall indicate whether the Member should

1. be offered a tenured appointment, or
2. be refused a tenured appointment, or
3. if applying early (see Articles [15.10 \(e\) \(ii\)](#) & [\(iii\)](#)), reapply in the next academic year, or
4. if applying in the last year of a probationary contract, be granted a one (1) year extension.

### **17.1.12 Provost's Decision**

In reviewing recommendations, the Provost shall consider and reference in writing the disciplinary expertise of the Department and the Member. Tenure decisions shall be communicated by the Provost to the Members by 31 January, with copies to Departments, Deans/Directors, Human Resources (for implementation), and the Union. Decisions shall be accompanied by a statement of reasons. Reasons must be substantive, clearly related to the qualifications by rank and criteria for tenure, and sufficiently specific to enable the Member to know the basis for the decision.

As per Article [5.6.2](#), the Provost shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Provost shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

## 17.2 Tenure Appeals

These appeal procedures replace grievance and arbitration (Article 4) for tenure procedures and decisions. The decision of the Tenure Appeals Committee shall be final and binding on both Parties and the Member. The Tenure Appeals Committee is an Arbitration Board under The Labour Relations Act.

### 17.2.1 Initiating an Appeal

Members not granted tenure may appeal to the Tenure Appeals Committee within ten (10) working days of notification. A copy of the appeal, specifying the grounds on which it is based, shall be sent to the Chair of the University Tenure Committee and the Provost.

### 17.2.2 Tenure Appeals Committee

By 15 November, a Tenure Appeals Committee shall be struck composed of one (1) Member of Associate Professor or Professor (or equivalent) rank appointed by the Union; one (1) Dean/Director, tenured Member, or Senate representative on the Board of Governors appointed by the President; and a Chair chosen by the first two (2) from among tenured Members. If the first two (2) cannot agree upon a Chair within one (1) week, a Chair shall be selected by the Joint Administrative Committee from among tenured Members, with each Party having three (3) exclusions. The Union, the President, and the members chosen by the Union and the President shall make every reasonable effort to include members belonging to the designated groups on the Committee. Members of the University Tenure Committee and Members applying for tenure cannot serve on the Tenure Appeals Committee. Members of the Tenure Appeals Committee may not have participated within the past eighteen (18) months in the preparation of recommendations for Members whose appeals are to be reviewed.

As per Article 5.6.2, each Tenure Appeals Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Committee members, including the Chair, shall have completed this training within the previous twenty-four (24) months and prior to examining any materials relevant to the appeals.

If the Member appointed by the Union, the member appointed by the President, or the Chair selected by the other two (2) members, or any combination thereof, is subsequently unable to serve, then those members of the Tenure Appeals Committee that have already been chosen shall remain in place. The member(s) unable to serve shall be replaced utilizing the same process as the appointment of the original member(s).

### 17.2.3 Tenure Appeals Procedures

The Tenure Appeals Committee shall utilize the procedures set out by The Labour Relations Act and the Brandon University/BUFA Handbook on Appeals Procedures. In case of discrepancies, The Labour Relations Act will take precedence. The Tenure Appeals Committee shall begin to hear appeals within one (1) week of their being submitted and shall normally make its decision within one (1) month of hearing the appeal. Witnesses shall give sworn testimony and are subject to cross-examination. Decisions shall be sent to the Provost for implementation, with copies to the Members, Departments, the Chair of the University Tenure Committee, Deans/Directors, and the Union.

### 17.2.4 Tenure Appeals Decisions

If the Tenure Appeals Committee finds in favour of the Member, and if the appeal was on the grounds

- (a) that the decision of the Provost or the recommendation of the University Tenure Committee was based on a misapprehension or misapplication of the criteria for tenure, or was otherwise arbitrary, capricious, discriminatory, or in bad faith, or
- (b) that the decision/recommendation was discriminatory (per Article 8), or
- (c) that the decision/recommendation breached the Member's academic freedom (per Article 10),

then the Tenure Appeals Committee may overturn the decision of the Provost and offer a tenured appointment or grant a one (1) year extension of the probationary appointment. If the appeal was on any other grounds than those outlined in subsections (a), (b), or (c) of this Clause, then the Tenure Appeals Committee may not overturn the decision, but may order the appropriate procedures to be repeated.

### 17.2.5 Costs

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

## 17.3 Tenure for U Sports Athletic Ranks

### 17.3.1 Application

Eligible U Sports Athletics Members who wish to apply for tenure (Article 15.10) must apply in writing to their Dean, copied to the Director, no later than 1 September. By the previous 1 May, the Dean shall notify all Members whose terms of appointment require that they be considered in the following academic year, with copies to the Director. Applications and supporting dossiers, as per Article 17.3.5 must be received by 1 September. Within five (5) work-

ing days, the Dean shall send the names of all Members applying for tenure to relevant Department(s). Members may withdraw their applications at any time.

For Members whose career has followed an experiential/traditional pathway, and whose degrees/accreditation equivalencies were not established upon initial appointment, the process outlined in Article 15.2 must be completed before application for tenure. Documentation of equivalency as described in Article 15.2.3 must be included as evidence of professional preparation in the tenure dossier.

### **17.3.2 Criteria for Tenure in the U Sports Athletics Ranks**

Members with tenure-track appointments shall be considered for tenure at the appropriate time according to Article 15.10 (c) and (d). Tenurable ranks are U Sports Coach II and III, U Sports Athletic Director II and III, and U Sports Athletic Therapist II and III. Tenured appointments will be offered as first appointments normally only to individuals who are to be appointed at the rank of U Sports Coach III, U Sports Athletic Director III, or U Sports Athletic Therapist III. A Selection Committee, in considering a tenured appointment as a first appointment, shall base its recommendation on the criteria outlined in Articles 14 and 17.

### **17.3.3 Qualifications by Rank and Appendix E**

Tenure recommendations and decisions shall be based upon the qualifications by rank (Article 14) as well as upon Article 17.3.4. In applying the criteria to Members in U Sports ranks, all relevant factors included in Articles 14.2 and 14.12 shall be taken into account, in light of the job descriptions in Appendix E.

### **17.3.4 Considerations When Examining Criteria**

Recommendations and decisions must take into account the Member's entire academic career and carefully examine the Member's performance on all criteria in accordance with accepted norms of professional attainment and professional experience. Recommendations and decisions must appropriately recognize knowledges, experiences, and service to their communities of First Nations, Métis, Inuit, and Non-Status Indigenous Members, as well as of Members belonging to one (1) or more of the other designated groups. Recommendations and decisions must also take into account the Member's progress in the various criteria, as per Article 14, and the context of professional attainment and professional experience at Brandon University. Recommendations shall be based only upon information provided in the dossier; specifically, no inferences may be drawn from the omission of student surveys. When student surveys are included, there is to be no consideration of any data that compares the Member's teaching to that of other Members or any other calculated averages.

#### **17.3.4.1 Compensation for Criteria**

In tenure decisions on U Sports Coach II or III, Athletic Director II or III, or Athletic Therapist II or III, documented excellence in professional attainment and/or professional experience may

compensate for achievements short of that specified in Article 14.12 in one (1) of the other criteria. It is understood that there must be some demonstrated activity and accomplishment in the area for which compensation is being claimed.

## **17.3.5 Dossier**

### **17.3.5.1 Digital Dossier**

Members shall prepare a digital dossier documenting their academic and professional records in terms of the qualifications by rank and job descriptions outlined in Article 14 and Appendix E. It is the Member's responsibility to see that the digital dossier includes all information, including substance and sources, to be considered. The digital dossier must be available in a single file in a widely used format (e.g., PDF), accessible through standard University systems. No anonymous or unverified material will be admitted for consideration or added to a dossier. Where relevant, a Member may include written support from community members, Elders, and/or Knowledge Keepers to provide context for work that does not follow conventional academic trajectories. The contents of the original dossier must be itemized by the Member.

### **17.3.5.2 Additions to Dossier**

Members shall be informed of all additions to the dossier. The Department, the Dean, and the Director can add new information to the dossier, other than their recommendations (as required in Articles 17.3.7, 17.3.8, 17.3.9, and 17.3.10), only with agreement of the Member. The Member's additions to the dossier are restricted to rebuttals, changes in status, or clarification, but not content, of extant materials included when the dossier was originally submitted. Once the digital dossier has been submitted, the Provost's Office is responsible for maintaining the dossier and informing the Member of any additions. All additions to the dossier, including sources and dates of such additions, must be itemized by the Provost's Office.

### **17.3.5.3 Availability of Dossier**

The digital dossier shall be available for inspection by the Department, the U Sports Athletic Ranks Tenure and Promotion Committee, the Dean, the Director, and the Provost at the appropriate stages of deliberation. Members have the right to inspect their dossier at any point, and to add rebuttals, changes in status, or clarifications at any time.

### **17.3.5.4 Removal of Materials**

Members have the right to request, in writing, to the Dean that material be removed from their dossier. Any disputes between the Member and the Dean on the removal of material from the Member's dossier will be referred to the Joint Administrative Committee for resolution. Once the digital dossier has been submitted, the Provost's Office is responsible for maintaining the dossier and confirming removals with the Member.

#### **17.3.5.5 Maintenance of Dossier**

The Provost's Office will undertake reasonable measures to ensure that the Member, the Dean, the Director, the Department members, the Committee members, and the Provost have convenient, secure, and unprejudiced online access to the digital dossier. The digital dossier is confidential and shall be maintained as such; no individual may create improper duplications and/or make improper uses of its contents. Once the tenure process has been completed, a complete copy of the digital file, including all letters and additions to the file, will be made available to the Member by the Provost's Office. Within three (3) months of the notification of tenure or, when applicable, the completion of the appeals process, the tenure file will be permanently deleted.

#### **17.3.6 Composition of the U Sports Athletic Ranks Tenure and Promotion Committee**

A U Sports Athletic Ranks Tenure and Promotion Committee consisting of three (3) members appointed by the President and three (3) Members appointed by the Union shall be established by 15 September. The Union and the President shall make every reasonable effort to include members belonging to the designated groups on the Committee. One of the members of the committee shall be elected to serve as Chair of the U Sports Athletic Ranks Tenure and Promotion Committee with full committee participation rights and responsibilities.

As per Article 5.6.2, each U Sports Athletic Ranks Tenure and Promotion Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Committee members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

#### **17.3.7 Departmental Recommendation**

Department members, excluding those elected or appointed to the U Sports Athletic Ranks Tenure and Promotion Committee or the Tenure Appeals Committee, shall review the Member's dossier and meet with the Member before writing their recommendation, which shall be based upon the relevant sections of the Collective Agreement. Members who are seeking tenure may not participate in the deliberation leading to their Department's recommendation nor in voting on their own application for tenure.

As per Article 5.6.2, each Department member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Department members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

The Department's recommendation will be sent to the Dean, the Director, and the Chair of the U Sports Athletic Ranks Tenure and Promotion Committee by 1 November, with copies to the Member and the Union. Departmental recommendations shall include written reasons and signature lines for all Department members, with the exception of the Member applying for tenure. Recommendations shall be signed by each member of the Department who supports the recommendation and rationale, with the exception of members elected or appointed to the U Sports Athletic Ranks Tenure and Promotion Committee and/or the Tenure Appeals Committee. Abstentions or dissenting viewpoints, including those that agree with the recommendation but do not agree with the supporting rationale, will be supported by written reasons. The reasons must be substantive, clearly related to qualifications by rank and criteria for tenure, and sufficiently specific to enable the Member to know the basis of the recommendation.

### **17.3.8 Director's Recommendation**

Members shall meet with their Director before the Director writes their recommendation but not until after the Director has received the Department's recommendation. The Director's recommendation shall be based upon the relevant sections of the Collective Agreement, particularly as they pertain to the Member's functions within Athletics. The Director shall send their recommendation to the Chair of the U Sports Athletic Ranks Tenure and Promotion Committee, normally by 15 November, with copies to the Member and the Union. In formulating their recommendation, the Director shall consider and reference in writing the disciplinary expertise of the Department and the Member. The Director's recommendation shall be supported by written reasons which must be substantive, clearly related to the qualifications by rank and criteria for tenure, and sufficiently specific to enable the Member to know the basis for the recommendation.

As per Article [5.6.2](#), the Director shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, and Inuit knowledges. The Director shall have completed this training within the previous 24 months and prior to examining any dossiers.

### **17.3.9 Decanal Recommendation**

Members shall meet with their Dean before the Dean writes their recommendation but not until after the Dean has received the Department's recommendation. The Dean's recommendation shall be based upon the relevant sections of the Collective Agreement. The Dean shall send their recommendations to the Chair of the U Sports Athletic Ranks Tenure and Promotion Committee, normally by 15 November, with copies to the Member and the Union. In formulating their recommendation, the Dean shall consider and reference in writing the disciplinary expertise of the Department and the Member. The Dean's recommendation shall be supported by written reasons which must be substantive, clearly related to the qualifications

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

As per Article 5.6.2, the Dean shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Dean shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **17.3.10 Procedures of the U Sports Athletic Ranks Tenure and Promotion Committee**

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

Decisions on recommendations will be reached by simple majority in an open and recorded vote, with the Chair voting only in the event of a tie. Committee members shall absent themselves from discussion and voting when Members applying for tenure for whom they have prepared recommendations are considered.

The Committee may request to meet with Members applying for tenure, with their designate(s), or with anyone who has submitted recommendations. Deans and Directors who have prepared recommendations must appear before the Committee if requested.

Members applying for tenure may appear before the U Sports Athletic Ranks Tenure and Promotion Committee and may be accompanied by advisors/spokespersons. Members shall be informed of when witnesses are to appear before the U Sports Athletic Ranks Tenure and Promotion Committee and shall have the right to be present and to question evidence presented. Members may also call witnesses. Members may enlist the aid of the Union or CAUT. Nothing in this Article shall be construed as requiring a Member to appear before the Committee.

Minutes of proceedings, the names of witnesses heard, and copies of evidence received shall be available to members of the Committee and to the Member.

The U Sports Athletic Ranks Tenure and Promotion Committee shall normally meet between 20 November and 15 December to make a recommendation. The Committee's recommendations will normally be sent to the Provost by 20 December, with copies to Members, Departments, Deans, Directors, and the Union. In formulating its recommendation, the U Sports Athletic Ranks Tenure and Promotion Committee shall consider and reference in writing the disciplinary expertise of the Department and the Member.

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

lated to qualifications by rank and criteria for tenure, and sufficiently specific to enable the Member to know the basis for the recommendation.

As per Article [5.6.2](#), each U Sports Athletic Ranks Tenure and Promotion Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Committee members, including the Chair, shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **17.3.11 Recommendations**

All recommendations on tenure at each stage of the process shall indicate whether the Member should

1. be offered a tenured appointment, or
2. be refused a tenured appointment, or
3. if applying early (see [15.10 \(e\) \(ii\) & \(iii\)](#)), reapply in the next academic year, or
4. if applying in the last year of a probationary contract, be granted a one (1) year extension.

### **17.3.12 Provost's Decision**

In reviewing recommendations, the Provost shall consider and reference in writing the disciplinary expertise of the Department and the Member. Tenure decisions shall be communicated by the Provost to the Members by 31 January, with copies to Departments, Deans, Directors, Human Resources (for implementation), and the Union. Decisions shall be accompanied by a statement of reasons. Reasons must be substantive, clearly related to the qualifications by rank and criteria for tenure, and sufficiently specific to enable the Member to know the basis for the decision.

As per Article [5.6.2](#), the Provost shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Provost shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **17.3.13 Appeals**

Members not granted tenure may appeal the decision using the provisions of Article [17.2](#).

## **17.4 Continuing for Instructional Associate and Administrative Associate**

### **17.4.1 Application**

The first twenty-four (24) months of a continuing-track appointment as an Instructional Associate or Administrative Associate is a probationary period. This probationary period may, at the Member's discretion, and with the agreement of the Department and the Dean/Director, include service under term contracts, if applicable. The probationary period for continuing-track appointments may exclude parental leave, sick leave, secondments, and special leave at the discretion of the Member.

In the eighteenth (18<sup>th</sup>) month of the continuing-track appointment, the Dean/Director shall inform the Member of the timeline to apply for continuing. Members considering early applications shall notify their Dean/Director and their Department one (1) month prior to the intended date of submission. The application and supporting dossiers, as per Article 17.4.5, shall be submitted to the Member's Dean/Director no later than the twentieth (20<sup>th</sup>) month of the probationary period (and normally no earlier than the nineteenth (19<sup>th</sup>) month). Within five (5) working days of receiving an application, the Dean/Director shall notify the Department that a Member has applied for continuing.

### **17.4.2 Criteria for Continuing**

Members with continuing-track appointments shall be considered for continuing at the appropriate time according to Article 15.11. All Instructional and Administrative Associate ranks are eligible for continuing.

### **17.4.3 Qualifications by Rank and Appendices C and D**

Continuing recommendations and decisions shall be based upon the qualifications by rank (Article 14) as well as upon Article 17.4.4. In applying the criteria to Members in Instructional or Administrative Associate ranks, all relevant factors included in Articles 14.2 and 14.8 or 14.10 shall be taken into account, in light of the job descriptions in Appendix C or D.

### **17.4.4 Considerations When Examining Criteria**

Recommendations and decisions must take into account the Member's entire academic career and carefully examine the Member's performance on all criteria in accordance with accepted norms of professional experience and professional attainment, where applicable. Recommendations and decisions must appropriately recognize knowledges, experiences, and service to their communities of First Nations, Métis, Inuit, and Non-Status Indigenous Members, as well as of Members belonging to one (1) or more of the other designated groups. Recommendations and decisions must also take into account the Member's progress in the various criteria, as per Article 14, and the context of professional experience and professional

attainment at Brandon University. Recommendations shall be based only upon information provided in the dossier; specifically, no inferences may be drawn from the omission of student surveys. When student surveys are included, there is to be no consideration of any data that compares the Member's teaching to that of other Members or any other calculated averages.

## **17.4.5 Dossier**

### **17.4.5.1 Digital Dossiers**

Members shall prepare a digital dossier documenting their academic and professional records in terms of the qualifications by rank outlined in Article 14 and their job description as detailed in Appendices C or D. It is the Member's responsibility to see that the digital dossier includes all information, including substance and sources, to be considered. The digital dossier must be available in a single file in a widely used format (e.g., PDF), accessible through standard University systems. No anonymous or unverified material will be admitted for consideration or added to a dossier. Where relevant, a Member may include written support from community members, Elders, and/or Knowledge Keepers to provide context for work that does not follow conventional academic trajectories. The contents of the original dossier must be itemized by the Member.

### **17.4.5.2 Additions to Dossier**

Members shall be informed of all additions to the dossier. Departments can add new information to the dossier, other than their recommendations (as required in Article 12.4.6), only with agreement of the Member. The Member's additions to the dossier are restricted to rebuttals, changes in status, or clarification, but not content, of extant materials included when the dossier was originally submitted. Once the digital dossier has been submitted, the Dean's/Director's Office is responsible for maintaining the dossier and informing the Member of any additions. All additions to the dossier, including sources and dates of such additions, must also be itemized by the Dean/Director.

### **17.4.5.3 Availability of Dossier**

The digital dossier shall be available for inspection by the Department and the Dean/Director at the appropriate stages of deliberation. Members have the right to inspect their dossier at any point, and to add rebuttals, changes in status, or clarifications at any time.

### **17.4.5.4 Removal of Materials**

Members have the right to request, in writing, to the Dean/Director that material be removed from their dossier. Any disputes between the Member and the Dean/Director on the removal of material from the Member's dossier will be referred to the Joint Administrative Committee for resolution. Once the digital dossier has been submitted, the Dean's/Director's Office is responsible for maintaining the dossier and confirming removals with the Member.

#### **17.4.5.5 Maintenance of Dossier**

The Dean's/Director's Office will undertake reasonable measures to ensure that the Member, Department members, and Dean/Director have convenient, secure, and unprejudiced on-line access to the digital dossier. The digital dossier is confidential and shall be maintained as such; no individual may create improper duplications and/or make improper uses of its contents. Once the continuing process has been completed, a complete copy of the digital file, including all letters and additions to the file, will be made available to the Member by the Dean's/Director's Office. Within three (3) months of the notification of continuing or, when applicable, the completion of the appeals process, the continuing file will be permanently deleted.

#### **17.4.6 Departmental Recommendation**

Department members, excluding those elected or appointed to the Continuing and Promotion Appeals Committee, shall review the Member's dossier and meet with the Member before writing their recommendation, which shall be based upon the relevant sections of the Collective Agreement. Members who are seeking continuing may not participate in the deliberation leading to the Department's recommendation nor in voting on their own application for continuing.

As per Article 5.6.2, each Department member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Department members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

The Department's recommendation will be sent to the Dean/Director by the end of the twenty-third (23<sup>rd</sup>) month of the probationary period, with a copy to the Member and the Union. Departmental recommendations shall include written reasons and signature lines for all Department members, with the exception of the Member applying for continuing. Recommendations shall be signed by each member of the Department who supports the recommendation and rationale, with the exception of members elected or appointed to the Continuing and Promotion Appeals Committee. Abstentions or dissenting viewpoints, including those that agree with the recommendation but do not agree with the supporting rationale, will be supported by written reasons. The reasons must be substantive, clearly related to qualifications by rank and criteria for continuing, and sufficiently specific to enable the Member to know the basis of the recommendation.

In the case of Members are not in a Department composed of at least three (3) Members, the Dean/Director, after consultation with the Member, shall designate a "Non-Departmental Committee", excluding members elected or appointed to the Continuing and Promotion Appeals Committee, consisting of at least three (3) Members whose discipline areas are as closely related to the Member's as possible. Members applying for continuing will be permitted two (2) vetoes in this selection process.

As per Article 5.6.2, each Non-Departmental member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status knowledges. Non-Departmental Committee members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

The Department may make one (1) of four (4) recommendations:

1. to recommend continuing;
2. to recommend a one (1) time extension to the probationary period of six (6) months due to insufficient data to review the application;
3. to reject continuing but recommend a one (1) time extension of the probationary period of twelve (12) months, with a provision to reapply at the conclusion of the extension;
4. to reject continuing.

#### **17.4.7 Decanal Decision**

Members shall meet with their Dean/Director before the Dean/Director writes their recommendation, but not until after the Dean/Director has received the Department's recommendation. In making their decision, the Dean/Director shall consider and reference in writing the disciplinary expertise of the Department and the Member. Should the Dean/Director accept the recommendation of the Department, they will either issue continuing to the Member or notify the Member of the negative decision or extension of the probationary period. The Dean's/Director's decision will be communicated in writing to the Member with copies to their Department or Non-Departmental Committee, Human Resources (for implementation), and the Union. The Dean's/Director's decision shall be supported by written reasons which must be substantive, clearly related to the qualifications by rank and criteria for continuing, and sufficiently specific to enable the Member to know the basis for the decision.

As per Article 31.1 (e), the Dean/Director may terminate an appointment on expiration of the probationary period following a recommendation of the Department to that effect. If this negative decision is made after the twenty-first (21<sup>st</sup>) month of the probationary period, the Member shall receive three (3) months' notice or pay in lieu of notice.

In the exceptional circumstance that the Dean/Director does not accept a Department's recommendation, they will provide the Member, their Department or Non-Departmental Committee, and the Union with a written rationale for their decision and shall extend the probationary period by twelve (12) months. The Dean/Director may not reject a Departmental recommendation to extend the probationary period. Only one (1) twelve (12) month extension shall occur as per Article 17.4.6.

As per Article 5.6.2, the Dean/Director shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn

patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Dean/Director shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

## **17.5 Appeals of Continuing Decisions**

These appeal procedures replace grievance and arbitration (Article 4) for continuing procedures and decisions. The decision of the Continuing and Promotion Appeals Committee shall be final and binding on both Parties and the Member. The Continuing and Promotion Appeals Committee is an Arbitration Board under The Labour Relations Act.

### **17.5.1 Initiating an Appeal**

Members not granted continuing may appeal to the Continuing and Promotion Appeals Committee within ten (10) working days of notification of the decision. A copy of the appeal, specifying the grounds on which it is based, shall be sent to the Chair of the Department.

### **17.5.2 Continuing and Promotion Appeals Committee**

By 15 November, a Continuing and Promotion Appeals Committee shall be struck composed of one (1) Member of the Administrative Associate or Instructional Associate ranks appointed by the Union; one (1) Dean/Director, tenured or continuing Member, or Senate representative on the Board of Governors appointed by the President; and a Chair chosen by the first two (2) from among Administrative Associate IIs, Administrative Associate IIIs, and Instructional Associate IVs. If the first two (2) cannot agree upon a Chair within one (1) week, a Chair shall be selected by the Joint Administrative Committee from among the Administrative Associate IIs, Administrative Associate IIIs, and Instructional Associate IVs, with each Party having three (3) exclusions. The Union, the President, and the members chosen by the Union and the President shall make every reasonable effort to include members belonging to the designated groups on the Committee. Members of the Instructional Associate and Administrative Associate Promotions Committee and Members applying for continuing or promotion cannot serve on the Continuing and Promotion Appeals Committee. Members of the Continuing and Promotion Appeals Committee may not have participated within the past eighteen (18) months in the preparation of recommendations for Members whose appeals are to be reviewed.

As per Article 5.6.2, each Continuing and Promotion Appeals Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Committee members, including the Chair, shall have completed this training within

the previous twenty-four (24) months and prior to examining any materials relevant to the appeals.

If the Member appointed by the Union, the member appointed by the President, or the Chair selected by the other two (2) members, or any combination thereof, is subsequently unable to serve, then those members of the Continuing and Promotion Appeals Committee that have already been chosen shall remain in place. The member(s) unable to serve shall be replaced utilizing the same process as the appointment of the original member(s).

### **17.5.3 Continuing Appeals Procedures**

The Continuing and Promotion Appeals Committee shall utilize the procedures set out by The Labour Relations Act and the Brandon University/BUFA Handbook on Appeals Procedures. In case of discrepancies, The Labour Relations Act will take precedence. The Continuing and Promotion Appeals Committee shall begin to hear appeals within one (1) week of their being submitted and shall normally make its decision within one (1) month of hearing an appeal. Witnesses shall give sworn testimony and are subject to cross-examination. Decisions shall be sent to the Provost for implementation, with copies to the Members, Departments, Deans/Directors, and the Union.

### **17.5.4 Continuing Appeals Decisions**

If the Continuing and Promotion Appeals Committee finds in favour of the Member, and if the appeal was on the grounds

- (a) that the decision of the Dean/Director was based on a misapprehension or misapplication of the criteria for continuing, or was otherwise arbitrary, capricious, discriminatory, or in bad faith, or
- (b) that the decision/recommendation was discriminatory (per Article 8), or
- (c) that the decision/recommendation breached the Member's academic freedom (per Article 10),

then the Continuing and Promotion Appeals Committee may overturn the decision of the Dean/Director and grant continuing. If the appeal was on any other grounds than those outlined in subsections (a), (b), or (c) of this Clause, then the Continuing and Promotion Appeals Committee may not overturn the decision, but may order the appropriate procedures to be repeated, if they are found to have had a material effect on decision-making.

### **17.5.5 Costs**

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

# Article 18: Promotion

## 18.1 Promotion for Professorial and Professional Associate Ranks

### 18.1.1 Application

Members may apply to their Dean/Director for promotion. Applications and supporting dossiers, as per Article 18.1.7, must be received by 1 September to be considered that year. Within five (5) working days, the Dean/Director shall inform the Department of each Member who has applied for promotion. By 1 October, Deans/Directors shall notify the Chair of the University Promotions Committee whether or not there are Members applying for promotion from their respective Faculties/Units and will forward the names of all such Members. Members applying for promotion may withdraw their applications at any time.

For Members whose career has followed an experiential/traditional pathway, and whose degrees/accreditation equivalencies were not established upon initial appointment or tenure, the process outlined in Article 15.2 must be completed before application for promotion. Documentation of equivalency as described in Article 15.2.3 must be included as evidence of professional preparation in the promotion dossier.

### 18.1.2 Criteria for Promotion

- (a) Recommendations and decisions shall be based upon Member's contributions to their discipline, Department, Faculty, and University within the current rank, except for promotion to Professor or Professional Associate IV, where the Member's entire professional career shall also be reviewed.
- (b) Recommendations and decisions shall be based upon the qualifications by rank as listed in Article 14, as well as upon Articles 18.1.3, 18.1.4, 18.1.5 and 18.1.6. Recommendations and decisions must appropriately recognize knowledges, experiences, and service to their communities of First Nations, Métis, Inuit, and Non-Status Indigenous Members, as well as of Members belonging to one (1) or more the other designated groups. In applying the criteria to Members in the professorial ranks, all relevant factors included in Article 14.3 shall be taken into account. In applying the criteria to Members in the Professional Associate ranks, all relevant factors in Article 14.5 shall be taken into account. Tenured Members shall not be required to re-establish "Professional Preparation" in promotions proceedings, with the exception of Members applying for promotion to the rank of Professional Associate IV. Recommendations and decisions are expected to consider teaching and scholarship/research in the context of working conditions at Brandon University and the type of appointment held by the Member, weighing carefully all criteria in accordance with accepted norms of scholarship/research and in accor-

dance with accepted norms of teaching. Recommendations shall be based only upon information provided in the dossier; specifically, no inferences may be drawn from the omission of student surveys. When student surveys are included, there is to be no consideration of any data that compares the Member's teaching to that of other Members or any other calculated averages.

- (c) A record of accomplishment in scholarship/research and/or competence in teaching within rank is expected for promotion to the next professorial rank. A record of accomplishment in professional attainment and/or professional experience within rank is expected for promotion to the next Professional Associate rank. The normal expectation is that an Assistant Professor/PA II would require five (5) years within rank to demonstrate such a record and an Associate Professor/PA III seven (7) years. While this is the normal expectation, it is recognized that some Members will require less time in rank and some more time in rank in order to demonstrate such a record. In exceptional circumstances, a Member may apply for promotion before five (5) or seven (7) years in rank, but never less than three (3) or five (5) years in rank. Under these circumstances, the Member must provide clear and detailed evidence that demonstrates that the record of accomplishment that would be expected at the normal time in rank has been met.

### **18.1.3 Compensation in Professorial Ranks**

For promotion to Assistant or Associate Professor, excellence in one (1) of teaching, scholarship/research, or service may compensate for achievements short of that specified in Articles 14.3 and 14.4 in one (1) of the other criteria. For promotion to Professor, excellence in two (2) of teaching, scholarship/research, and/or service may compensate for lesser achievement in one (1) of teaching, scholarship/research, or service. External references (Article 18.1.5) are required for consideration of promotion to the rank of Professor. It is understood that there must be some demonstrated activity and accomplishment in the area for which compensation is being claimed.

### **18.1.4 Compensation for Professional Associate**

For promotion to Professional Associate II or III, excellence in one (1) of professional experience, professional attainment, or service may compensate for achievement short of that specified in Article 14.5 in one (1) of the other criteria. For promotion to Professional Associate IV, excellence in professional experience and professional attainment may compensate for lesser achievement in service. Similarly, excellence in professional attainment and service may compensate for lesser achievement in professional experience. External references (Article 18.1.5) are required for consideration of promotion to the rank of Professional Associate IV. It is understood that there must be some demonstrated activity and accomplishment in the area for which compensation is being claimed.

## **18.1.5 External Evaluations for Professor and Professional Associate IV**

In situations involving promotions to Professor or Professional Associate IV, the opinion of referees external to Brandon University, who are peers of the Member in a relevant discipline, shall be sought. The Member will submit, as part of their application, three (3) names of persons whose references they would wish to place before the University Promotions Committee. They should provide a brief statement about each person named and accompanying rationale as to how the references can attest to their work. The Dean/Director, in consultation with the Department, will provide the name of one (1) additional referee to the Chair of the University Promotions Committee by 1 October. In cases where a Member's work follows an experiential/traditional career path, the Member, the Department, and the Dean may provide the names of referees external to universities but who are able to provide a knowledgeable and culturally appropriate assessment. In such cases, at least one (1) of the external evaluations must be from a scholar associated with a university or college. The Chair of the University Promotions Committee will request references from not less than two (2) persons on that list, as well as from the other qualified person whose name was provided to the Committee by the Dean/Director, normally no later than 15 October. All parties will disclose any potential conflict of interest and/or conflict of commitment with respect to referees to the University Promotions Committee for their consideration. Based upon this consideration, the University Promotions Committee may request additional referees. Such external evaluations are not to be requested for individual items of work; neither are they meant to transfer the responsibility of making judgments from the Dean/Director or Committee to an external body. Appropriate questions for external evaluations concern, for example, the general significance of a Member's work contributions or standing in the area of specialization; the depth and breadth of expertise evidenced by the Member's work; their standing within their peer group or community; the significance of unpublished work or work in progress; and/or the standing of certain journals, institutes, or publishers.

## **18.1.6 Administrative Service**

For Members who have, for extended periods of time, accepted and performed duties of primarily administrative nature, a clear record of excellence in service may compensate for less extensive achievement in teaching and scholarship/research. Such compensation applies to the quantity, but not the quality, of achievement in these areas (i.e., quality standards must be maintained). This Clause is not applicable to promotion to ranks of Professor and Professional Associate IV.

## **18.1.7 Dossier**

### **18.1.7.1 Digital Dossier**

Members shall prepare a digital dossier documenting their academic and professional records in terms of the qualifications by rank outlined in Article 14. It is the Member's responsibility to see that the digital dossier includes all information, including substance and sources, to be considered. The digital dossier must be available in a single file in a widely used format (e.g.,

PDF), accessible through standard University systems. No anonymous or unverified material will be admitted for consideration or added to a dossier. Where relevant, a Member may include written support from community members, Elders, and/or Knowledge Keepers to provide context for work that does not follow conventional academic trajectories. The contents of the original dossier must be itemized by the Member.

#### **18.1.7.2 Additions to Dossier**

The Member shall be notified of all additions to the dossier. Departments and Deans/Directors can add new information to the dossier, other than their recommendations (as required in Article 18.1.8), only with agreement of the Member. The Member's additions to the dossier are restricted to rebuttals, changes in status, or clarification, but not content, of extant materials included when the dossier was originally submitted. Once the digital dossier has been submitted, the Provost's Office is responsible for maintaining the dossier and informing the Member of any additions. All additions to the dossier, including sources and dates of such additions, must be itemized by the Provost's Office.

#### **18.1.7.3 Availability of Dossier**

The digital dossier shall be available for inspection by the Department, the Dean/Director, the University Promotions Committee, and the Provost at the appropriate stages of deliberation. Members have the right to inspect their dossier at any point, and to add rebuttals, changes in status, or clarifications at any time.

#### **18.1.7.4 Removal of Materials**

Members have the right to request, in writing, to the Dean/Director that material be removed from their dossier. Any disputes between the Member and the Dean/Director on the removal of material from the Member's dossier will be referred to the Joint Administrative Committee for resolution. Once the digital dossier has been submitted, the Provost's Office is responsible for maintaining the dossier and confirming removals with the Member.

#### **18.1.7.5 Maintenance of Dossier**

The Provost's Office will undertake reasonable measures to ensure that the Member, Dean/Director, Department members, Committee members, and Provost have convenient, secure, and unprejudiced online access to the digital dossier. The digital dossier is confidential and shall be maintained as such; no individual may create improper duplications and/or make improper uses of its contents. Once the promotion process has been completed, a complete copy of the digital file, including all letters and additions to the file, will be made available to the Member by the Provost's Office. Within three (3) months of the notification of promotion or, when applicable, the completion of the appeals process, the promotion file will be permanently deleted.

### 18.1.8 Departmental Recommendation

Department members, excluding those elected or appointed to the University's Promotions Committee and/or the Promotion Appeals Committee, shall review the Member's dossier and meet with the Member before writing their recommendation, which shall be based upon the relevant sections of this Collective Agreement. Members who are seeking promotion may not participate in the deliberation leading to their Department's recommendation nor in voting on their own application for promotion.

As per Article 5.6.2, each Department member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Department members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

The Department's recommendation will be sent to the Dean/Director and to the Chair of the University Promotions Committee by 1 November, with copies to the Member and the Union. Departmental recommendations shall include written reasons and signature lines for all Department members, with the exception of the Member applying for promotion. Recommendations shall be signed by each member of the Department who supports the recommendation and rationale, with the exception of members elected or appointed to the University Promotions Committee and/or the Promotions Appeals Committee. Abstentions or dissenting viewpoints, including those that agree with the recommendation but do not agree with the supporting rationale, will be supported by written reasons. The reasons must be substantive, clearly related to the qualifications by rank and criteria for promotion, and sufficiently specific to enable the Member to know the basis for the recommendation.

In the case of Members who are not in a Department composed of at least three (3) Members, the Dean/Director, after consultation with the Member, shall designate a "Non-Departmental Committee", excluding members elected or appointed to the University's Promotions Committee or the Promotions Appeals Committee, consisting of at least three (3) Members whose discipline areas are as closely related to the Member's as possible. Members applying for promotion will be permitted two (2) vetoes in this selection process.

As per Article 5.6.2, each Non-Departmental Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Non-Departmental Committee members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **18.1.9 Decanal Recommendation**

Members shall meet with their Dean/Director before the Dean/Director writes their recommendation, but not until after the Dean/Director has received the Department's recommendation. The Dean's/Director's recommendation will be sent to the Chair of the University Promotions Committee, with copies to the Member and the Union by 15 November. In formulating their recommendation, the Dean/Director shall consider and reference in writing the disciplinary expertise of the Department and the Member. The Dean's/Director's recommendation shall be supported by written reasons which must be substantive, clearly related to the qualifications by rank and criteria for promotion, and sufficiently specific to enable the Member to know the basis for the recommendation.

As per Article 5.6.2, the Dean/Director shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Dean/Director shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **18.1.10 Composition of University Promotions Committee**

The University Promotions Committee shall consist of the following:

- a Chair appointed by the President from among tenured Professors and Professional Associate IVs;
- one (1) tenured Member elected by and from each of the Faculties of Arts, Education, Music, Science, and Health Studies;
- one (1) tenured Member elected by and from those Professional Associates who are not Members of the above Faculties;
- two (2) Deans/Directors appointed by the President, of which one (1) must be an academic Dean, plus one (1) alternate to replace a Dean/Director during deliberations and voting on applications where there may be a conflict of interest.

Faculties/Units and the President shall make every reasonable effort to include members belonging to the designated groups on the committee.

Members will be elected/appointed for staggered two (2) year terms. The names of new members will be communicated to the Office of the Provost by 1 October. Members applying for promotion may not serve on the Committee.

As per Article 5.6.2, each University Promotions Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Com-

mittee members, including the Chair, shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **18.1.11 Procedures of University Promotions Committee**

A quorum at all meetings will consist of six (6) members, plus the Chair.

Decisions on recommendations will be reached by simple majority in an open recorded vote, with the Chair voting only in the event of a tie. Committee members shall absent themselves from discussion and voting when Members applying for promotion for whom they have prepared recommendations are considered.

It is the responsibility of the Chair of the University Promotions Committee to implement the requirements of Article [18.1.5](#).

The Committee may request to meet with Members applying for promotion, with their designate(s), or with anyone who has submitted recommendations. Deans/Directors who have prepared recommendations must appear before the Committee if requested.

Members applying for promotion may appear before the University Promotions Committee and may be accompanied by advisors/spokespersons. Members shall be informed of when witnesses are to appear before the University Promotions Committee and shall have the right to be present and to question evidence presented. Members also have the right to call witnesses. Members may enlist the aid of the Union or CAUT. Nothing in this Article shall be construed as requiring a Member to appear before the Committee.

Minutes of proceedings, the names of witnesses heard, and copies of evidence received shall be available to members of the Committee and to the Member.

For promotions to Assistant Professor, Associate Professor, or Professional Associate II or III, the Committee's recommendations will normally be sent to the Provost by 20 December, with copies to Members, Departments, Deans/Directors, and the Union. For promotions to Professor or Professional Associate IV, the Committee's recommendations will normally be sent to the Provost by 1 March, with copies to Members, Departments, Deans/Directors, and the Union. In formulating its recommendation, the University Promotions Committee shall consider and reference in writing the disciplinary expertise of the Department and the Member.

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

### **18.1.12 Provost's Decision**

In reviewing recommendations, the Provost shall consider and reference in writing the disciplinary expertise of the Department and the Member. Promotions decisions for the rank of Assistant Professor, Associate Professor, Professional Associate II, or Professional Associate III shall be communicated by the Provost by 31 January. Promotions decisions for the rank of Professor or Professional Associate IV shall be communicated by the Provost by 31 March. Promotions decisions shall be communicated in writing to the Members and copied to Departments, Deans/Directors, Human Resources (for implementation), and the Union. Decisions shall be accompanied by a statement of reasons. The reasons must be substantive, clearly related to the qualifications by rank and criteria for promotions, and sufficiently specific to enable the Member to know the basis for the decision.

As per Article 5.6.2, the Provost shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Provost shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **18.1.13 Salary Adjustment**

Salary adjustments made necessary by promotion shall be effective on the beginning day of the pay period that includes 1 April.

## **18.2 Promotion Appeals**

These appeal procedures replace grievance and arbitration (Article 4) for promotions procedures and decisions. The decision of the Promotion Appeals Committee shall be final and binding on both Parties and the Member. The Promotion Appeals Committee is an Arbitration Board under The Labour Relations Act.

### **18.2.1 Initiating an Appeal**

Members denied promotion may appeal to the Promotions Appeals Committee within ten (10) working days of notification. A copy of the appeal, specifying the grounds on which it is based, shall be sent to the Chair of the University Promotions Committee and the Provost.

### **18.2.2 Promotion Appeals Committee**

By 15 November, a Promotion Appeals Committee shall be struck composed of one (1) Member of the Associate Professor or Professor (or equivalent) rank appointed by the Union; one (1) Dean/Director, tenured Member, or Senate representative on the Board of Governors appointed by the President; and a Chair chosen by the first two (2) from among Brandon Uni-

versity's Professors and Professional Associate IVs. If the first two (2) cannot agree upon a Chair within one (1) week, a Chair shall be selected by the Joint Administrative Committee from among the Professors and Professional Associate IVs, with each party having three (3) exclusions. The Union, the President, and the members appointed by the Union and the President shall make every reasonable effort to include members belonging to the designated groups on the Committee. Members of the University Promotions Committee and Members applying for promotion cannot serve on the Promotion Appeals Committee. Members of the Promotion Appeals Committee may not have participated within the past eighteen (18) months in the preparation of recommendations for Members whose appeals are to be reviewed.

As per Article 5.6.2, each University Promotion Appeals Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Committee members, including the Chair, shall have completed this training within the previous twenty-four (24) months and prior to examining any materials relevant to the appeals.

If the Member appointed by the Union, the member appointed by the President, or the Chair selected by the other two (2) members, or any combination thereof, is subsequently unable to serve, then those members of the Appeals Committee that have already been chosen shall remain in place. The member(s) unable to serve shall be replaced utilizing the same process as the appointment of the original member(s).

### **18.2.3 Promotion Appeals Procedures**

The Promotion Appeals Committee shall utilize the procedures set out by The Labour Relations Act and the Brandon University/BUFA Handbook on Appeals Procedures. In case of discrepancies, The Labour Relations Act will take precedence. The Promotion Appeals Committee shall begin to hear appeals within one (1) week of their being entered and shall normally make its decision within one (1) month of hearing an appeal. Witnesses shall give sworn testimony and are subject to cross-examination. Decisions shall be sent to the Provost for implementation, with copies to the Members, Departments, the Chair of the University Promotions Committee, Deans/Directors, and the Union.

### **18.2.4 Promotion Appeal Decisions**

If the Promotion Appeals Committee finds in favour of the Member, and if the appeal was on the grounds

- (a) that the decision of the Provost or the recommendation of the University Promotions Committee was based on a misapprehension or misapplication of the criteria for promotion, or was otherwise arbitrary, capricious, discriminatory, or in bad faith, or
- (b) that the decision/recommendation was discriminatory (per Article 8), or

- (c) that the decision/recommendation breached the Member's academic freedom (per Article 10),

then the Promotion Appeals Committee may overturn the decision of the Provost and grant promotion. If the appeal was on any other grounds than those outlined in subsections (a), (b), or (c) of this Clause, then the Promotion Appeals Committee may not overturn the decision, but may order the appropriate procedures to be repeated, if they are found to have had a material effect on decision-making.

### **18.2.5 Costs**

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

## **18.3 Promotion for U Sports Athletic Ranks**

### **18.3.1 Application**

Members may apply to their Dean for promotion, with copies to their Director. Applications and supporting dossiers, as per Article 18.3.5, must be received by 1 September. Within five (5) working days, the Dean shall send the names of all Members applying for promotion to relevant Department(s). Members may withdraw their applications at any time.

For Members whose career has followed an experiential/traditional pathway, and whose degrees/accreditation equivalencies were not established upon initial appointment or tenure, the process outlined in Article 15.2 must be completed before application for promotion. Documentation of equivalency as described in Article 15.2.3 must be included as evidence of professional preparation in the promotion dossier.

### **18.3.2 Criteria for Promotion**

- (a) Recommendations and decisions shall be based upon Members' contributions to their discipline, Department, Faculty, and University within the current rank.
- (b) All recommendations for the promotion of a Member who holds a U Sports Athletic rank shall be based on the job descriptions outlined in Appendix E and the qualifications of U Sports Athletic ranks as outlined in Article 14, as well as upon Articles 18.3.3 and 18.3.4. Recommendations and decisions must appropriately recognize knowledges, experiences, and service to their communities of First Nations, Métis, Inuit, and Non-Status Indigenous Members, as well as of Members belonging to one (1) or more of the other designated groups. In applying the criteria to Members in U Sports Athletic ranks, all relevant factors included in Article 14.11 shall be taken into account. Tenured Members shall not be required to re-establish "Professional Preparation" in promotions proceedings. Recommendations and decisions are expected to consider professional

attainment and professional experience in the context of working conditions at Brandon University and the type of appointment held by the Member, weighing carefully all criteria in accordance with accepted norms of professional attainment and in accordance with accepted norms of professional experience. Recommendations shall be based only upon information provided in the dossier; specifically, no inferences may be drawn from the omission of student surveys. When student surveys are included, there is to be no consideration of any data that compares the Member's teaching to that of other Members or any other calculated averages.

- (c) A record of accomplishment in professional attainment and/or professional experience within rank is expected for promotion to the next U Sports Athletic rank. The normal expectation is that a U Sports Coach/Athletic Director/Athletic Therapist II would require five (5) years within rank to demonstrate such a record. While this is the normal expectation, it is recognized that some Members will require less time in rank and some more time in rank in order to demonstrate such a record. In exceptional circumstances, a Member may apply for promotion before five (5) years in rank, but never less than three (3). Under these circumstances, the Member must provide clear and detailed evidence that demonstrates that the record of accomplishment that would be expected at the normal time in rank has been met.

### **18.3.3 Compensation**

For promotion to U Sports Coach II or U Sports Coach/Athletic Director/Athletic Therapist III, excellence in one of professional experience, professional attainment, or service may compensate for achievement short of that specified in Article 14.12 in one (1) of the other criteria. It is understood that there must be some demonstrated activity and accomplishment in the area for which compensation is being claimed.

### **18.3.4 Administrative Service**

For Members who have, for extended periods of time, accepted and performed duties of primarily administrative nature, a clear record of excellence in service may compensate for less extensive achievement in professional attainment. Such compensation applies to the quantity, but not the quality, of achievement in these areas (i.e., quality standards must be maintained).

### **18.3.5 Dossier**

#### **18.3.5.1 Digital Dossiers**

Members shall prepare digital dossiers documenting their academic and professional records in terms of the qualifications by rank and job descriptions outlined in Article 14 and Appendix E. It is the Member's responsibility to see that the digital dossier includes all information, including substance and sources, to be considered. The digital dossier must be available in a

single file in a widely used format (e.g., PDF), accessible through standard University systems. No anonymous or unverified material will be admitted for consideration or added to a dossier. Where relevant, a Member may include written support from community members, Elders, and/or Knowledge Keepers to provide context for work that does not follow conventional academic trajectories. The contents of the original dossier must be itemized by the Member.

#### **18.3.5.2 Additions to Dossier**

The Member shall be notified of all additions to the dossier. The Department, the Dean, and the Director can add new information to the dossier, other than their recommendations (as required in Articles [18.3.7](#), [18.3.8](#), [18.3.9](#), and [18.3.10](#)), only with agreement of the Member. The Member's additions to the dossier are restricted to rebuttals, changes in status, or clarification, but not content, of extant materials included when the dossier was originally submitted. Once the digital dossier has been submitted, the Provost's Office is responsible for maintaining the dossier and informing the Member of any additions. All additions to the dossier, including sources and dates of such additions, must be itemized by the Provost's Office.

#### **18.3.5.3 Availability of Dossier**

The digital dossier shall be available for inspection by the Department, the Dean, the Director, the U Sports Athletic Ranks Tenure and Promotion Committee, and the Provost at the appropriate stages of deliberation. Members have the right to inspect their dossier at any point, and to add rebuttals, changes in status, or clarifications at any time.

#### **18.3.5.4 Removal of Materials**

Members have the right to request, in writing, to the Dean that material be removed from their dossier. Any disputes between the Member and the Dean on the removal of material from the Member's dossier will be referred to the Joint Administrative Committee for resolution. Once the digital dossier has been submitted, the Provost's Office is responsible for maintaining the dossier and confirming removals with the Member.

#### **18.3.5.5 Maintenance of Dossier**

The Provost's Office will undertake reasonable measures to ensure that the Member, the Dean, the Director, the Department members, the Committee members, and the Provost have convenient, secure, and unprejudiced online access to the digital dossier. The digital dossier is confidential and shall be maintained as such; no individual may create improper duplications and/or make improper uses of its contents. Once the promotion process has been completed, a complete copy of the digital file, including all letters and additions to the file, will be made available to the Member by the Provost's Office. Within three (3) months of the notification of promotion or, when applicable, the completion of the appeals process, the promotion file will be permanently deleted.

### **18.3.6 Composition of U Sports Athletic Ranks Tenure and Promotion Committee**

A U Sports Athletic Ranks Tenure and Promotion Committee consisting of three (3) members appointed by the President and three (3) members appointed by the Union shall be established by 15 September. The Union and the President shall make every reasonable effort to include members belonging to the designated groups on the committee. One of the members of the committee shall be elected to serve as Chair of the U Sports Athletic Ranks Tenure and Promotion Committee with full committee participation rights and responsibilities.

As per Article 5.6.2, each U Sports Athletic Ranks Tenure and Promotion Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Committee members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **18.3.7 Departmental Recommendation**

Department members, excluding those elected or appointed to the U Sports Athletic Ranks Tenure and Promotion Committee or the Promotion Appeals Committee, shall review the Member's dossier and meet with the Member before writing their recommendation, which shall be based upon the relevant sections of the Collective Agreement. Members who are seeking promotion may not participate in the deliberation leading to their Department's recommendation nor in voting on their own application for promotion.

As per Article 5.6.2, each Department member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Department members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

The Department's recommendation will be sent to the Dean, Director, and to the Chair of the U Sports Athletic Ranks Tenure and Promotion Committee by 1 November, with copies to the Member and the Union. Departmental recommendations shall include written reasons and signature lines for all Department members, with the exception of the Member applying for promotion. Recommendations shall be signed by each member of the Department who supports the recommendation and rationale, with the exception of members elected or appointed to the U Sports Athletic Ranks Tenure and Promotion Committee and/or the Promotions Appeals Committee. Abstentions or dissenting viewpoints, including those that agree with the recommendation but do not agree with the supporting rationale, will be supported by written reasons. The reasons must be substantive and clearly related to the qualifications by rank and criteria for promotion and sufficiently specific to enable the Member to know the basis for the recommendation.

### **18.3.8 Director's Recommendation**

Members shall meet with their Director before the Director writes their recommendation but not until after the Director has received the Department's recommendation. The Director's recommendation shall be based upon the relevant sections of the Collective Agreement, particularly as they pertain to the Member's functions within Athletics (see 18.3.2). The Director shall send their recommendation to the Chair of the U Sports Athletic Ranks Tenure and Promotion Committee, normally by 15 November, with copies to the Member and the Union. In formulating their recommendation, the Director shall consider and reference in writing the disciplinary expertise of the Department and the Member. The Director's recommendation shall be supported by written reasons which must be substantive, clearly related to the qualifications by rank and criteria for promotion, and sufficiently specific to enable the Member to know the basis for the recommendation.

As per Article 5.6.2, the Director shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Director shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **18.3.9 Decanal Recommendation**

Members shall meet with their Dean before the Dean writes their recommendation but not until after the Dean has received the Department's recommendation. The Dean's recommendation shall be based upon the relevant sections of the Collective Agreement (see 18.3.2). The Dean shall send their recommendations to the Chair of the U Sports Athletic Ranks Tenure and Promotion Committee, normally by 15 November, with copies to the Member and the Union. In formulating their recommendation, the Dean shall consider and reference in writing the disciplinary expertise of the Department and the Member. The Dean's recommendation shall be supported by written reasons which must be substantive, clearly related to the qualifications by rank and criteria for promotion, and sufficiently specific to enable the Member to know the basis for the recommendation.

As per Article 5.6.2, the Dean shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Dean shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **18.3.10 Procedures of the U Sports Athletic Ranks Tenure and Promotion Committee**

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

Decisions on recommendations will be reached by simple majority in an open recorded vote, with the Chair voting only in the event of a tie. Committee members shall absent themselves from discussion and voting when Members applying for promotion for whom they have prepared recommendations are considered.

The Committee may request to meet with Members applying for promotion, with their designate(s), or with anyone who has submitted recommendations. Deans/Directors who have prepared recommendations must appear before the Committee if requested.

Members applying for promotion may appear before the U Sports Tenure and Promotion Committee and may be accompanied by advisors/spokespersons. Members shall be informed of when witnesses are to appear before the U Sports Tenure and Promotion Committee and shall have the right to be present and to question evidence presented. Members also have the right to call witnesses. Members may enlist the aid of the Union or CAUT. Nothing in this Article shall be construed as requiring a Member to appear before the Committee.

Minutes of proceedings, the names of witnesses heard, and copies of evidence received shall be available to members of the Committee and to the Member.

The U Sports Athletic Ranks Tenure and Promotion Committee shall normally meet between 20 November and 15 December to make a recommendation. Recommendations of the U Sports Athletic Ranks Tenure and Promotions Committee shall normally be made by 20 December and sent to the Provost, with copies to the Member, the Department, the Dean, the Director, and the Union. In formulating its recommendation, the U Sports Athletic Ranks Tenure and Promotion Committee shall consider and reference in writing the disciplinary expertise of the Department and the Member.

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

As per Article 5.6.2, each U Sports Athletic Ranks Tenure and Promotion Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Committee members, including the Chair, shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **18.3.11 Provost's Decision**

In reviewing recommendations, the Provost shall consider and reference in writing the disciplinary expertise of the Department and the Member. Decisions shall be communicated to the Member in writing by the Provost by 31 January with copies to the Department, the Dean, the Director, the Union, and Human Resources (for implementation).

As per Article [5.6.2](#), the Provost shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Provost shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

### **18.3.12 Salary Adjustment**

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

### **18.3.13 Appeals**

Members wishing to appeal a promotion decision may appeal the decision using the provisions of Article [18.2](#).

## **18.4 Promotion for Instructional Associate and Administrative Associate Ranks**

### **18.4.1 Application**

Instructional Associate and Administrative Associate Members may apply to their Dean/Director for promotion. Applications and supporting dossiers, as per Article [18.4.3](#), must be received by 1 September to be considered that year. Within five (5) working days, the Dean/Director shall inform the Department of each Member, as well as the Chair of the Instructional Associate and Administrative Associate Promotions Committee, of who has applied for promotion. Members applying for promotion may withdraw their applications at any time.

All Members whose professional experience meets the minimum criteria by the implementation deadline (see Article [18.4.8.1](#)) in that round shall be deemed eligible for promotion in that round. In cases where the minimum requirement for professional experience is met after the application deadline but before the implementation date, the Department, the Dean/Director, and the Instructional Associate and Administrative Associate Promotions Committee shall assume that the Member's trajectory for professional attainment will continue as demonstrated by their dossier.

For Members whose career has followed an experiential/traditional pathway, and whose degrees/accreditation equivalencies were not established upon initial appointment or continuing, the process outlined in Article 15.2 must be completed before application for promotion. Documentation of equivalency as described in Article 15.2.3 must be included as evidence of professional preparation in the promotion dossier.

## 18.4.2 Criteria for Promotion

- (a) Recommendations and decisions shall be based upon Members' contributions to their discipline, Department, Faculty, and University within the current rank.
- (b) Recommendations and decisions shall be based upon the qualifications by rank as listed in Article 14, as well as upon the Member's job description as found in Appendix C or D. Recommendations and decisions must appropriately recognize knowledges, experiences, and service to their communities of First Nations, Métis, Inuit, and Non-Status Indigenous Members, as well as of Members belonging to one (1) or more of the other designated groups. Recommendations shall be based only upon information provided in the dossier; specifically, no inferences may be drawn from the omission of student surveys. When student surveys are included, there is to be no consideration of any data that compares the Member's teaching to that of other Members or any other calculated averages.

## 18.4.3 Dossier

### 18.4.3.1 Digital Dossier

Members shall prepare a digital dossier documenting their academic and professional records in terms of the qualifications by rank and job descriptions as outlined in Article 14 and in Appendices C or D. It is the Member's responsibility to see that the digital dossier includes all information, including substance and sources, to be considered. The digital dossier must be available in a single file in a widely used format (e.g., PDF), accessible through standard University systems. No anonymous or unverified material will be admitted for consideration or added to a dossier. Where relevant, a Member may include written support from community members, Elders, and/or Knowledge Keepers to provide context for work that does not follow conventional academic trajectories. The contents of the original dossier must be itemized by the Member.

### 18.4.3.2 Additions to Dossier

The Member shall be notified of all additions to the dossier. Departments and Deans/Directors can add new information to the dossier, other than their recommendations (as required in Article 18.4.4 and 18.4.5), only with agreement of the Member. The Member's additions to the dossier are restricted to rebuttals, changes in status, or clarification, but not content, of extant materials included when the dossier was originally submitted. Once the digital dossier has been submitted, the Dean's/Director's Office is responsible for maintaining the dossier and

informing the Member of any additions. All additions to the dossier, including sources and dates of such additions, must be itemized by the Dean's/Director's Office.

#### **18.4.3.3 Availability of Dossier**

The digital dossier shall be available for inspection by the Department, the Dean/Director, and the Instructional Associate and Administrative Associate Promotions Committee at the appropriate stages of deliberation. Members have the right to inspect their dossier at any point, and to add rebuttals, changes in status, or clarifications at any time.

#### **18.4.3.4 Removal of Materials**

Members have the right to request, in writing, to the Dean/Director that material be removed from their dossier. Any disputes between the Member and the Dean/Director on the removal of material from the Member's digital dossier will be referred to the Joint Administrative Committee for resolution. Once the digital dossier has been submitted, the Dean's/Director's Office is responsible for maintaining the dossier and confirming removals with the Member.

#### **18.4.3.5 Maintenance of Dossier**

The Dean's/Director's Office will undertake reasonable measures to ensure that the Member, Dean/Director, Department members, and Committee members have convenient, secure, and unprejudiced online access to the digital dossier. The digital dossier is confidential and shall be maintained as such; no individual may create improper duplications and/or make improper uses of its contents. Once the promotion process has been completed, a complete copy of the digital file, including all letters and additions to the file, will be made available to the Member by the Dean's/Director's Office. Within three (3) months of the notification of promotion or, when applicable, the completion of the appeals process, the promotion file will be permanently deleted.

### **18.4.4 Departmental Recommendation**

Department members, excluding those elected or appointed to the Instructional Associate and Administrative Associate Promotions Committee and/or the Continuing and Promotion Appeals Committee, shall review the Member's dossier and meet with the Member before writing their recommendation, which shall be based upon the relevant sections of this Collective Agreement. This meeting shall occur only after 1 October. Members who are seeking promotion may not participate in the deliberation leading to the Department's recommendation nor in voting on their own application for promotion.

As per Article 5.6.2, each Department member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Department members shall

have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

The Department's recommendations will be sent to the Dean/Director and to the Chair of the Instructional Associate and Administrative Associate Promotions Committee by 1 November, with copies to the Member and the Union. Departmental recommendations shall include written reasons and signature lines for all Department members, with the exception of the Member applying for promotion. Recommendations shall be signed by each member of the Department who supports the recommendation and rationale, with the exception of members elected or appointed to the Instructional Associate and Administrative Associate Promotions Committee and/or the Continuing and Promotion Appeals Committee. Abstentions or dissenting viewpoints, including those that agree with the recommendation but do not agree with the supporting rationale, will be supported by written reasons. The reasons must be substantive, clearly related to the qualifications by rank and criteria for promotion, and sufficiently specific to enable the Member to know the basis for the recommendation.

In the case of Members who are not in a Department composed of at least three (3) Members, the Dean/Director, after consultation with the Member shall designate a "Non-Departmental Committee", excluding members elected or appointed to the Instructional Associate and Administrative Associate Promotion Committee or the Continuing and Promotion Appeals Committee, consisting of at least three (3) Members whose discipline areas are as closely related to the Member's as possible. Members applying for promotion will be permitted two (2) vetoes in this selection process.

As per Article 5.6.2, each Non-Departmental Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Non-Departmental Committee members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

#### **18.4.5 Decanal Recommendation**

Members shall meet with their Dean/Director before the Dean/Director writes their recommendation, but not until after the Dean/Director has received the Department's recommendation. The Dean's/Director's recommendation will be sent to the Chair of the Instructional Associate and Administrative Associate Promotion Committee, with copies to the Member and the Union by 15 November. The Dean's/Director's recommendation shall be supported by written reasons which must be substantive, clearly related to the qualifications by rank and criteria for promotion, and sufficiently specific to enable the Member to know the basis for the recommendation.

As per Article 5.6.2, the Dean/Director shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Bran-

don University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Dean/Director shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

#### **18.4.6 Composition of Instructional Associate and Administrative Associate Promotions Committee**

The Instructional Associate and Administrative Associate Promotions Committee will consist of three (3) members appointed by the President and three (3) members appointed by the Union. The Union and the President shall make every reasonable effort to include members belonging to the designated groups on the committee. The Associate Vice-President (People and Talent) shall be one of the President's appointees and shall serve as Chair of the Instructional Associate and Administrative Associate Promotions Committee with full committee participation rights and responsibilities.

Prior to 15 September the Chair of the Instructional Associate and Administrative Associate Promotions Committee will advise the President and the Union to appoint their members to the Instructional Associate and Administrative Associate Promotions Committee by 1 October, ensuring that persons who have made, or will be making, recommendations under Articles 18.4.4 and 18.4.5 are not appointed to the Instructional Associate and Administrative Associate Promotions Committee. Normally the same Instructional Associate and Administrative Associate Promotions Committee will decide on all applications. If for any reason a different Instructional Associate and Administrative Associate Promotions Committee must be struck, the composition of, and appointment to, the committee will be in accordance with Article 18.4.6.

As per Article 5.6.2, each Instructional Associate and Administrative Associate Promotions Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Committee members shall have completed this training within the previous twenty-four (24) months and prior to examining any dossiers.

#### **18.4.7 Procedures of Instructional Associate and Administrative Associate Promotions Committee**

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

Decisions will be reached by simple majority in an open recorded vote. Committee members shall absent themselves from discussion and voting when Members applying for promotion for whom they have prepared recommendations are considered.

The Committee may request to meet with Members applying for promotion, with their designate(s), or with anyone who has submitted recommendations. Deans/Directors who have prepared recommendations must appear before the Committee if requested.

Members applying for promotion may appear before the Instructional Associate and Administrative Associate Promotions Committee and may be accompanied by advisors/spokespersons. Members shall be informed of when witnesses are to appear before the Instructional Associate and Administrative Associate Promotions Committee and shall have the right to be present and to question evidence presented. Members also have the right to call witnesses. Members may enlist the aid of the Union or CAUT. Nothing in this Article shall be construed as requiring a Member to appear before the Committee.

Minutes of proceedings, the names of witnesses heard, and copies of evidence received shall be available to members of the Committee and to the Member.

The Committee shall normally meet between 20 November and 15 January to make a decision. The Committee's decisions shall include written reasons and signature lines for all Committee members. Decisions shall be signed by each member of the Committee who supports the recommendation and rationale. Abstentions or dissenting viewpoints, including those that agree with the decision but do not agree with the supporting rationale, shall be supported by written reasons. The reasons must be substantive, clearly related to qualifications by rank and criteria for promotion, and sufficiently specific to enable the Member to know the basis for the decision.

## **18.4.8 Implementation**

### **18.4.8.1 Decisions**

Decisions of the Instructional Associate and Administrative Associate Promotions Committee(s) shall normally be made by 31 January and communicated to the Provost and Human Resources for implementation, with copies to the Member, the Department, the Dean/ Director, and the Union. Decisions shall be accompanied by a statement, in writing, of reasons. The reasons must be substantive, clearly related to the qualifications by rank and criteria for promotion, and sufficiently specific to enable the Member to know the basis for the decision.

### **18.4.8.2 Salary Adjustment**

Salary adjustments made necessary by promotion shall be effective on the beginning day of the pay period that includes 1 April.

## **18.5 Appeals of Instructional Associate and Administrative Associate Promotion Decisions**

These appeal procedures replace grievance and arbitration (Article 4) for promotions procedures and decisions. The decision of the Continuing and Promotion Appeals Committee shall be final and binding on both Parties and the Member. The Continuing and Promotion Appeals Committee is an Arbitration Board under The Labour Relations Act.

### **18.5.1 Initiating an Appeal**

Members denied promotion may appeal to the Continuing and Promotion Appeals Committee (per Article 17.5) within ten (10) working days of notification. A copy of the appeal, specifying the grounds on which it is based, shall be sent to the Chair of the Instructional Associate and Administrative Associate Promotions Committee.

### **18.5.2 Continuing and Promotion Appeals Committee**

By 15 November, a Continuing and Promotion Appeals Committee shall be struck composed of one (1) Member of the Administrative Associate or Instructional Associate ranks appointed by the Union; one (1) Dean/Director, tenured or continuing Member, or Senate representative on the Board of Governors appointed by the President; and a Chair chosen by the first two (2) from among Administrative Associate IIs, Administrative Associate IIIs, and Instructional Associate IVs. If the first two (2) cannot agree upon a Chair within one (1) week, a Chair shall be selected by the Joint Administrative Committee from among the Administrative Associate IIs, Administrative Associate IIIs, and Instructional Associate IVs, with each Party having three (3) exclusions. The Union, the President, and the members chosen by the Union and the President shall make every reasonable effort to include members belonging to the designated groups on the Committee. Members of the Instructional Associate and Administrative Associate Promotions Committee and Members applying for continuing or promotion cannot serve on the Continuing and Promotion Appeals Committee. Members of the Continuing and Promotion Appeals Committee may not have participated within the past eighteen (18) months in the preparation of recommendations for Members whose appeals are to be reviewed.

As per Article 5.6.2, each Continuing and Promotion Appeals Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Committee members, including the Chair, shall have completed this training within the previous twenty-four (24) months and prior to examining any materials relevant to the appeals.

If the Member appointed by the Union, the member appointed by the President, or the Chair selected by the other two (2) members, or any combination thereof, is subsequently unable to serve, then those members of the Continuing and Promotion Appeals Committee that have already been chosen shall remain in place. The member(s) unable to serve shall be replaced utilizing the same process as the appointment of the original member(s).

### **18.5.3 Promotion Appeals Procedures**

The Continuing and Promotion Appeals Committee shall utilize the procedures set out by The Labour Relations Act and the Brandon University/BUFA Handbook on Appeals Procedures. In case of discrepancies, The Labour Relations Act will take precedence. The Contin-

uing and Promotion Appeals Committee shall begin to hear appeals within one (1) week of their being submitted and shall normally make its decision within one (1) month of hearing an appeal. Witnesses shall give sworn testimony and are subject to cross-examination. Decisions shall be sent to the Provost and Human Resources for implementation, with copies to the Members, Departments, the Chair of the Instructional Associate and Administrative Associate Promotions Committee, Deans/Directors, and the Union.

#### **18.5.4 Promotion Appeals Decisions**

If the Continuing and Promotion Appeals Committee finds in favour of the Member, and if the appeal was on the grounds

- (a) that the decision of the Instructional Associate and Administrative Associate Promotions Committee was based on a misapprehension or misapplication of the criteria for promotion, or was otherwise arbitrary, capricious, discriminatory, or in bad faith, or
- (b) that the decision/recommendation was discriminatory (per Article 8), or
- (c) that the decision/recommendation breached the Member's academic freedom (per Article 10),

then the Continuing and Promotion Appeals Committee may overturn the decision of the Instructional Associate and Administrative Associate Promotions Committee and grant the promotion. If the appeal was on any other grounds than those outlined in subsections (a), (b), or (c) of this Clause, then the Continuing and Promotion Appeals Committee may not overturn the decision, but may order the appropriate procedures to be repeated, if they are found to have had a material effect on decision-making.

#### **18.5.5 Costs**

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

# Article 19: Evaluations

## 19.1 Evaluations of Professorial and Professional Members

Evaluations are intended to support Members' formative development. Tenured and continuing Members shall be evaluated in documented form by their Dean/Director every three (3) years. All other Members, except for those on one (1) year non-renewable term appointments and Contract Academic Staff, shall be evaluated in documented form by their Dean/Director each academic year.

By 1 September, the Dean/Director shall notify Members who are to be evaluated during that academic year and begin the scheduling process. As part of the scheduling process, the Dean/Director shall consult with the Member regarding the format of the evaluation and inquire as to any cultural considerations that need to be taken into account. Nothing in this Article will preclude greater frequency of evaluations at the Member's request or with the agreement of the Member.

Evaluations shall be based on the Dean's/Director's assessment of the Member's performance, the Member's current curriculum vitae, a meeting with the Member at which the criteria below (Article 19.2) may be discussed, as well as self-evaluation by the Member. The Member's oral contributions at the meeting with their Dean/Director shall be deemed sufficient to address such self-evaluation. A Member may opt to submit material supporting their self-evaluation or providing evidence of review/evaluation from other sources. Such materials may include assessment from peers outside of Brandon University (e.g., community members, Knowledge Keepers, Elders). Members shall provide their Dean/Director with an updated curriculum vitae not less than two (2) weeks prior to the meeting with the Member. The Dean/Director must take into account in writing all materials submitted, orally or in writing, by the Member during the meeting.

Members may choose to articulate factors arising from belonging to one (1) or more of the designated groups, leaves, or accommodations that may affect their work or a portion thereof. When articulated by a Member in writing, these factors, leaves, or accommodations shall be taken into account in writing by the Dean/Director in the evaluation.

As per Article 5.6.2, the Dean/Director shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Dean/Director shall have completed this training within the previous twenty-four (24) months and prior to conducting any Member evaluations.

## 19.2 Evaluation Criteria

### 19.2.1 Evaluation of Professorial Members

Evaluations of professorial Members shall address teaching, scholarship/research, and service as outlined in Article 14. Each Dean/Director, in consultation with their Faculty/Unit, shall develop a rubric for evaluation of teaching, scholarship/research, and service expectations. This evaluative tool shall be accessible and readily available to Members.

#### 19.2.1.1 Evaluation of Teaching

Factors relating to teaching competence that may be discussed with the Member at the meeting with the Dean/Director and taken into account in the evaluation include, but shall not be limited to, the following:

- (a) evidence of student achievements in which the Member has played an important supporting role;
- (b) evidence of commitment and service to students;
- (c) student survey data, including qualitative survey data when submitted by the Member;
- (d) development of new courses and revision of existing courses, including efforts to create more inclusive, equitable, accessible learning environments for students, especially those students belonging to the designated groups;
- (e) efforts to decolonize and Indigenize courses, programs, and academic processes;
- (f) the Member's development of instructional materials, teaching aids, and techniques;
- (g) efforts to evaluate and improve teaching;
- (h) assessments by graduates of the quality of instruction in light of subsequent professional or graduate school experience;
- (i) observations by the Dean/Director or designate based upon classroom visitations at a time mutually agreed upon by the Member and the Dean;
- (j) assessments by other colleagues, with the Member's consent.

Classroom visitations (Article 19.2.1.1 (i)) shall be conducted each year for tenure-track Members and Members on term appointments of longer than one (1) year. Classroom visitations may be conducted for tenured Members and Members on one (1) year non-renewable term appointments upon the Member's request. Classroom visitations are normally performed by the Dean/Director. In exceptional circumstances, at the Member's request, classroom visitation can be performed by a mutually agreed designate.

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

There is to be no consideration of any data that compares the Member's teaching competence to that of other Members or any other calculated averages.

#### **19.2.1.2 Evaluation of Scholarship/Research**

Scholarship/research attainment cannot be measured solely through traditional academic formats, such as peer-reviewed publications, or understood solely through traditional disciplinary boundaries. Attainment in scholarship/research is multi-faceted and can reflect multiple types of knowledge and ways of knowing. Likewise, scholarship/research can be disseminated in a wide variety of ways and venues such as a Teachings House.

In addition to the examples of scholarship/research in Article 14, factors relating to scholarship/research that may be discussed with the Member at the meeting with the Dean/Director and taken into account in the evaluation include, but shall not be limited to, the following:

- (a) development of new technologies or production of software;
- (b) contributions to policy development and decisions, and education and clinical scopes of practice;
- (c) development of highly trained personnel;
- (d) development of relationships that are foundational to community-based research;
- (e) development of research data management plans and/or making datasets available.

#### **19.2.1.3 Evaluation of Service**

Factors relating to service which may be discussed with the Member at the meeting with the Dean/Director and taken into account in the evaluation include, but shall not be limited to, the following:

- (a) self-evaluation and reflection on service contributions and/or statement of service philosophy;
- (b) meaningful participation in collegial governance;
- (c) providing support or mentoring for students, faculty, staff, or the broader community by virtue of a shared belonging in one (1) or more of the designated groups;
- (d) participation in development of institutional policies, plans, and/or procedures;
- (e) mentoring of students outside course delivery and assigned job description;
- (f) active participation in professional associations and communities of practice;
- (g) applying one's academic or professional expertise in community-based initiatives;
- (h) effectiveness in taking leadership roles in Department, Faculty, and University activities;
- (i) effective recruitment and retention of students.

## 19.2.2 Evaluation of Professional Members

Evaluations of Instructional Associates, Professional Associates, Administrative Associates, and U Sports Athletics Members shall address the Member's job description and applicable elements relevant to the Member's qualifications by rank (Article 14). Where the position includes teaching, scholarship/research, and/or service, the criteria identified in Articles 19.2.1.1, 19.2.1.2, and 19.2.1.3 may serve as examples of factors to consider. Each Dean/Director, in consultation with their Faculty/Unit, shall develop a rubric for evaluation. This evaluative tool shall be accessible and readily available to Members.

There is to be no consideration of any data that compares the Member's job-related competence to that of other Members.

## 19.2.3 Evaluation of Contract Academic Staff

Contract Academic Staff on course-based or EAP contracts teaching a minimum of one (1) three (3) credit hour course or EAP equivalent shall be evaluated in the second offering of each course contract to determine teaching competency prior to establishing right of first refusal (RFR). This evaluation shall involve a classroom visitation by the Dean/Director or designated Academic Administrator using the criteria and evaluation tool (Article 19.2.1.1), or, with the agreement of the Member, it may consist of a BU peer review performed as per Article 19.4. Where the Member agrees to a peer review, it shall include a classroom visitation and address, at a minimum, a review of classroom management, student engagement strategies, communication, and content knowledge. The results of the review shall be shared with the Dean/Director to inform the evaluation. The classroom visitation or peer review shall be followed by a meeting of the Member with the Dean/Director to discuss the Member's teaching activities, including the class visitation/peer review, and any activities relevant to the Member's courseload but not a part of the observed class. Where an evaluation has not been conducted through no fault of the Member, the Contract Academic Staff's teaching will be deemed competent. Contract Academic Staff who hold RFR should be evaluated every four (4) years. Evaluations of Contract Academic Staff must be completed while the Member is under contract.

Contract Academic Staff on professional services contracts of six (6) weeks or longer, or who are on a second contract that shall bring their total employment period to three (3) months, shall be evaluated. Such evaluations shall use the tool(s) described in Article 19.2.2.

## 19.3 Evaluation Reports

A copy of any evaluation or set of evaluations shall be shared with the Member, who shall sign it as having been read before it is placed in the Member's personnel file (see Article 32). Such documentation shall be shared with the Member no later than six (6) weeks after the classroom visitation or receipt by the Dean/Director of the peer evaluation. Any Member who considers that they have been unfairly or inadequately evaluated may submit to their Dean/Director, within one (1) week of seeing the evaluation, a written objection, one (1) copy

of which shall be attached to the evaluation in question and one (1) copy, signed by the Dean/Director as having been seen, kept by the Member.

## **19.4 Peer Review of Teaching**

Members may request a peer review of their teaching, facilitated by the Centre for Teaching, Learning, and Technology (CTLT). The documentation resulting from this review may be shared as part of the evidence used in Article 19.2.1.1, as well as any other relevant process outlined in this Agreement. However, no inferences may be drawn from the absence of peer review documentation.

As per Article 5.6.2, peer reviewers shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The peer reviewers shall have completed this training within the previous twenty-four (24) months and prior to conducting any peer reviews.

## **19.5 Student Surveys**

The University may require that student feedback be solicited. Each Faculty/Unit will devise an instrument or instruments for use in soliciting student feedback as well as determine the modality of the student survey. Raw quantitative data will be shared with the Dean/Director, but no comparative data shall be generated or shall be allowed to be generated, shared, or utilized in any evaluative process. Transcriptions of comments by individual students (i.e., qualitative data) will be made available to instructors who may determine without prejudice whether they shall be considered in formal evaluation. Members may share qualitative data from student surveys with their Dean/Director; however, no inferences may be drawn from the absence of qualitative student survey data.

# Article 20: Workload

## 20.1 Definitions

### 20.1.1 Workload

Workload refers to all parts of a Member's required work as defined in Article 14, Appendices B, C, D, and E, and as described below. It can broadly be separated into teaching assignments and scheduled time as assigned by the Dean/Director, and scholarship/research, non-scheduled professional activities, and service, which are managed by the individual Member. Teaching assignments and scheduled time shall be made on a yearly basis for each academic year following the process described below.

### 20.1.2 Teaching Assignments

Teaching assignment shall refer to any assignment of teaching of courses with a course number and student credit hours as described in the Brandon University undergraduate or graduate calendar. Members in the professorial ranks, U Sports Athletic ranks, and Instructional Associate ranks normally have teaching assignments as part of their workload. Members in the Professional Associate ranks may also have teaching assignments as part of their workload, where indicated in their job description in Appendix B.

### 20.1.3 Scheduled Time for Professional Members

Members in the Professional Associate ranks and Administrative Associate ranks may, as part of their workload, have scheduled professional service time as defined in Article 20.3.3.

### 20.1.4 Definition of Workload by Position

Individual Members' workload shall be established according to the type of appointment they hold, as below.

#### 20.1.4.1 Professorial Ranks

Workload normally includes the teaching assignment (per Article 20.3.1, excluding overload), scholarship/research, and service. The teaching assignment for each Member shall be determined on a yearly basis following the process outlined in Article 20.4.

#### **20.1.4.2 Professional Associate Ranks**

Workload normally includes responsibilities as defined in their job description in Appendix B, scholarship/research, teaching assignment (per Article 20.3.2 (b), excluding overload, and their job description in Appendix B), and service. The teaching assignment and/or scheduled time for each Member shall be determined on a yearly basis following the process outlined in Articles 20.4 and 20.7.

#### **20.1.4.3 Instructional Associate Ranks**

Workload normally includes teaching assignment (per Article 20.3.2 (d), excluding overload, and their job description in Appendix C), other responsibilities as defined in their job description in Appendix C, and service. Teaching assignment shall be determined on a yearly basis following the process outlined in Article 20.4.

#### **20.1.4.4 Administrative Associate Ranks**

Workload includes responsibilities as defined in their job description in Appendix D and service. Scheduled time shall be determined on a yearly basis following the process outlined in Article 20.7.

#### **20.1.4.5 U Sports Coach Ranks**

Workload includes teaching assignment (per Article 20.3.2 (f), excluding overload, and their job description in Appendix E), coaching duties (including but not limited to planning and conducting practices, games, travel arrangements, recruitment, mentoring, and training), and service. The teaching assignment shall be determined on a yearly basis following the process outlined in Article 20.4.

#### **20.1.4.6 U Sports Athletic Director Ranks**

Workload includes teaching assignment (per Article 20.3.2 (f), excluding overload, and their job description in Appendix E), responsibilities as described in their job description in Appendix E, and service. The teaching assignment shall be determined on a yearly basis following the process outlined in Article 20.4.

#### **20.1.4.7 U Sports Athletic Therapist Ranks**

Workload includes teaching assignment (per Article 20.3.2 (f), excluding overload, and their job description in Appendix E), responsibilities as described in their job description in Appendix E, and service. The teaching assignment shall be determined on a yearly basis following the process outlined in Article 20.4.

#### **20.1.4.8 Teaching Overload**

Teaching overload shall be calculated according to the norms set out in Article 20.3 and shall not be counted as regular workload; no commensurate reduction in other duties shall be expected.

#### **20.1.5 Notice of Unavailability**

Members are expected to be engaged in their workload during the entire year, with the exception of the holidays and observances as specified in Article 24 and the vacation period as specified in Article 25. Members who will be unavailable to fulfill the responsibilities of their job for more than five (5) consecutive working days shall inform their Dean/Director.

### **20.2 Staffing Process**

#### **20.2.1 Searches to Begin Early**

To maintain program quality and integrity and to facilitate efficient hiring of the best possible candidates, search procedures shall be carried out as early as possible in the academic year.

#### **20.2.2 Staffing Requests**

For searches that are to begin in October, Departments shall normally submit requests to their Dean/Director for tenure-track, continuing-track, or term positions before the previous 1 May.

#### **20.2.3 Staffing Decisions**

Staffing decisions about tenure-track, continuing-track, and/or term replacements, as well as Contract Academic Staff allocations, will normally be communicated to Departments by 30 September.

### **20.3 Teaching Assignments and Scheduled Time**

- (a) No Member may be compelled to teach more than the standard teaching assignment at their rank (e.g., fifteen (15) credit hours in one (1) academic year for Members in the professorial ranks on a full-time regular appointment).
- (b) No Member may be compelled to provide more than their approved scheduled time as per Article 20.7 without commensurate reduction or redistribution of duties. In no case shall scheduled time preclude a Member from fulfilling other duties that are required on a weekly and/or daily basis.

- (c) Once teaching assignments and scheduled time have been approved, Members may elect, but shall not be required, to accept additional teaching assignments or scheduled time in a given academic year (Articles [20.4.8](#) or [20.7.6](#)). Such additional teaching assignments or scheduled time, recommended by the Department and approved by the Dean/Director, shall constitute overload.
- (d) For the professorial ranks, teaching assignments in excess of the Member's standard teaching assignment or, when it is lower, their approved teaching assignment, and in accordance with Article [15.5](#), constitutes overload and shall be paid at Contract Academic Staff course-based contract rates.
- (e) For Instructional Associates, overload shall be defined as any teaching assignment exceeding that specified in the Member's job description. In the event that a Department recommends, and the Dean/Director approves, a teaching assignment lower than that described in the Instructional Associate's job description, teaching assignments above the approved load (Article [20.4.5.3](#)) shall constitute overload. In accordance with Article [15.5](#), overload shall be paid at Contract Academic Staff course-based contract rates.
- (f) Taking into account the factors outlined in Articles [20.4.1](#) and [20.4.2](#), the teaching assignment of new Members on tenure-track professorial rank appointments shall normally be nine (9) credit hours, and no higher than twelve (12) credit hours, in the first year of their contract and twelve (12) credit hours in the second year of their contract. The Employer will provide Contract Academic Staff coverage to facilitate this reduction when required.
- (g) Taking into account the factors outlined in Articles [20.4.1](#) and [20.4.2](#), the teaching assignments of new Members in the Instructional Associate ranks may be reduced from that specified in their job description in the first year of their contract as recommended by the Department. The Employer will provide Contract Academic Staff coverage to facilitate this reduction when required.
- (h) Taking into account the factors outlined in Articles [20.7.1](#) and [20.7.2](#), the scheduled time in the Professional Associate ranks normally shall be no more than fifteen (15) hours per week in the first year of their appointment and no more than twenty (20) hours per week in the second year of their appointment. The Employer will provide Contract Academic Staff coverage to facilitate this reduction when required.
- (i) Members in the Administrative Associate ranks will not be assigned scheduled time with their clientele until they have been appropriately trained to undertake those specific tasks, as determined by their Dean/Director in consultation with the Department.

### **20.3.1 Teaching Assignments for the Professorial Ranks**

- (a) The standard teaching assignment for Members in the professorial ranks on a full-time regular or term appointment shall be fifteen (15) credit hours in one (1) academic year. In exceptional circumstances, Departments may recommend assignments of fewer than fifteen (15) credit hours. Departmental recommendations shall be accompanied by a written rationale based on Articles [20.4.1](#) and [20.4.2](#).

- (b) The teaching assignment of Members in the professorial ranks on amended appointments shall be consistent with the terms outlined in Article 15.17.
- (c) The standard teaching assignment of Members in the professorial ranks on full-time term appointments of six (6) months shall normally be nine (9) credit hours, and normally over one (1) academic term.
- (d) No Member may be compelled to teach in more than two (2) terms in an academic year.

### **20.3.2 Teaching Assignments for Professional, Instructional, Administrative Associate, and U Sports Athletic Ranks**

- (a) Where the workload of Professional Associates, Instructional Associates, or U Sports Athletic Ranks includes a teaching assignment, such teaching shall be assigned as per Article 20.4.
- (b) Professional Associates may teach a maximum of twelve (12) credit hours in one (1) academic year as part of their teaching assignment. They may also accept overload contracts of up to nine (9) credit hours in one (1) academic year.
- (c) Where a Professional Associate holds a teaching assignment in a given academic year, the scheduled time shall be calculated to include the teaching assignment.
- (d) The standard teaching assignment of Instructional Associates on full-time regular appointments shall be clearly indicated in their respective job descriptions (Appendix C). In no circumstance shall a job description include a teaching assignment that exceeds a maximum of twenty-four (24) credit hours of combined lecture, laboratory, and clinical instruction in one (1) academic year. Instructional Associates may teach up to a maximum of six (6) credit hours resulting from lecture contact hours, with the exception of Members holding the rank of Instructional Associate IV, in which case the maximum is nine (9) credit hours. They may also accept overload contracts of up to nine (9) credit hours in one (1) academic year for overload work above the standard teaching assignment identified in their job description. Any such overload contracts shall be carried out above and beyond their regular workload as defined in their job description and in this Article.
- (e) Administrative Associates may not hold a teaching assignment as part of their regular workload. They may, however, accept Contract Academic Staff course-based contracts of up to nine (9) credit hours in one (1) academic year. Any such Contract Academic Staff assignment shall be carried out above and beyond their regular workload as defined in their job description and in this Article.
- (f) In accordance with qualifications of the Member, U Sports Athletic ranks will normally teach six (6) credit hours but teaching may range from three (3) to nine (9) credit hours. These Members may also accept overload contracts of up to six (6) credit hours in one (1) academic year beyond the nine (9) credit hours. Any such overload contracts shall

be carried out above and beyond their approved assignment as defined in their job description and this Article.

- (g) When release time for duties listed in Article 20.8 is granted to a Member who holds the rank of Professional Associate, Instructional Associate, or Administrative Associate, the level of reduction in the Member's workload shall be negotiated by the Member and the Department to which the Member belongs, subject to the approval of the Dean/Director, who will communicate the decision to the Member and Chair, in writing, with copies to all Members of the Department. Release time may involve a reduction in the standard teaching assignment or the scheduled time assignment, or a release from other responsibilities described in the job description. Such a release will not be unreasonably denied.
- (h) In the exceptional event that the Dean/Director disapproves the recommended level of reduction referred to in Article 20.3.2 (g), the Dean/Director shall give reasons and ask the Department to reconsider its recommendations. Should the Department and the Dean/Director reach an impasse, the Dean/Director shall determine the commensurate level of reduction. It is the Dean's/Director's responsibility to ensure that the level of reduction is fair and equitable.
- (i) The Employer recognizes that scholarship/research is integral to the development of Professional Associates and required in order to earn promotion. In order to pursue such activities, Professional Associates shall be entitled to utilize a minimum of twenty (20) working days per year for this purpose. The Dean/Director shall not unreasonably deny scheduling of scholarship/research days. There is no implication that twenty (20) working days per year satisfies the expectations for scholarship/research (e.g., Articles 14.3 (c) and 14.5.1 (c)).

### **20.3.3 Scheduled and Non-Scheduled Time for Professional Ranks**

- (a) Scheduled time refers to those duties in a professional Member's job description that require a specific time and place for the activity to occur (e.g., student appointments, walk-in availability, workshops). Scheduled time also includes pre-approved travel required for the provision of scheduled time (e.g., travel time for recruiting presentations, travel time to provide in-person services away from a professional Member's established place of work). Scheduled time is distinct from the teaching assignment a professional Member may hold.
- (b) Non-scheduled time refers to those duties in a Member's job description that can be undertaken flexibly, without specific time and/or place requirements. Apart from meeting deadlines for work completion, professional Members shall be free to fulfill their non-scheduled job requirements with full autonomy.
- (c) When release time for duties listed in Article 20.8 is granted to a Member who holds the rank of Professional Associate, Instructional Associate, or Administrative Associate, the level of reduction in the Member's workload shall be negotiated by the Member and the Department to which the Member belongs, subject to the approval of the

Dean/Director, who will communicate the decision to the Member and Chair, in writing, with copies to all Members of the Department. Release time may involve a reduction in the standard teaching assignment or the scheduled time assignment, or a release from other responsibilities described in the job description. Such a release will not be unreasonably denied.

## 20.4 Assignment of Teaching

### 20.4.1 EDIDR

Teaching assignment recommendations must consider, in writing, factors relating to equity, diversity, inclusion, decolonization, and reconciliation, as well as the factors outlined in Article 20.4.2, which include scholarship/research activities, service activities, and/or job description responsibilities related to each Member's appointment.

### 20.4.2 Factors Informing Teaching Assignments

All teaching assignments shall be recommended by the Department in consultation with the Member. These recommendations, to ensure that they are fair and equitable, shall take into account, in writing, the following factors, in no particular order, as well as others where and when appropriate:

- (a) the number of new courses
- (b) the number of new preparations
- (c) class size
- (d) marker/demonstrator assistance
- (e) laboratory preparation and set-up
- (f) nature of the discipline
- (g) pedagogy
- (h) class scheduling
- (i) the teaching assignment of the Member in previous years
- (j) the type of appointment held by the Member and other duties of the Member outlined in Article 14 or in Appendices B, C, D, and E
- (k) scholarship/research as described in Article 14.3 (c)
- (l) service beyond the normal expectations described in Article 14 (e.g., disproportionate undergraduate student degree advising; disproportionate and time-intensive committee work; individual mentoring and/or support of students or other Members; conference organizer)

- (m) program needs, including reliant programs in other Departments
- (n) program design and/or renewal initiatives proposed by Members
- (o) student enrolment initiatives (recruitment and retention)
- (p) development of asynchronous courses.

The Dean/Director is responsible for assigning teaching assignments and ensuring, in writing, that these assignments are fair and equitable. These assignments will take into consideration the above-listed factors, in no particular order, and others when and where appropriate.

### **20.4.3 Funds for CAS and Overload Contracts**

Beginning 1 April 2023, the Employer agrees to dedicate funds equivalent to no less than forty (40) Contract Academic Staff course-based contracts or overload contracts for replacement courses (three (3) credit hours) in each academic year to ensure program delivery while maintaining equitable workloads.

### **20.4.4 Department Recommendation**

#### **20.4.4.1 Departmental Meeting**

The Department, in a properly constituted meeting, shall consider the factors outlined in Articles 20.4.1 and 20.4.2 and recommend the teaching assignments of Department members, including credit hours, courses, timetable, mode of delivery (as per Article 22) and course caps, as well as all other courses offered by or through the Department. Normally, the mode of delivery recommended by the Department shall be the established modality of the course/program.

As per Article 5.6.2, each Department member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Members shall have completed this training within the previous twenty-four (24) months and prior to making any recommendations.

Technologically mediated courses may be included in a Member's normal instructing load or overload only with the consent of the Member, the Department, and the Dean/Director. Such consent shall not be unreasonably withheld. Any course or program regularly offered online must be approved in that mode of delivery. This Clause does not apply to Contract Academic Staff offerings where in-person delivery is planned, but no individual is available to teach the course in person.

#### **20.4.4.2 Challenge in Program Delivery**

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

#### **20.4.4.3 Recommendations and Clarification**

The Department shall forward its written teaching assignment recommendation, as per Article 20.4.4.1, to the Dean/Director by 15 November for evaluation and approval. The recommendation shall reference the factors set out in Articles 20.4.1 and 20.4.2 and shall include the proposed teaching assignment of Members, as well as courses to be taught by Contract Academic Staff and/or term replacements. The Department's recommendation shall be copied to all Members of the Department. In the event that a Member objects to their teaching assignment recommendation on the grounds that they allege it is unfair and/or inequitable (per Articles 20.4.1 and 20.4.2), they may request, in writing, within five (5) working days of this recommendation, clarification of their Department's submission. The Department has five (5) working days to provide, in writing, this clarification and/or any resultant changes to its recommendation to the Member, copied to the Dean and all Members of the Department.

#### **20.4.5 Dean's/Director's Approval**

##### **20.4.5.1 Approvals and Clarification**

The Dean/Director may request, in writing, clarification on the Departmental recommendation of teaching assignment. The Dean/Director approves the teaching assignment of each Member, and other courses taught by or through the Department.

In approving teaching assignments, the Dean/Director shall consider and reference in writing the Department's recommendations. Teaching assignments will include specific reference to course assignments, course caps, mode of delivery, and timetable for all courses taught by or through the Department.

As per Article 5.6.2, the Dean/Director shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The Dean/Director shall have completed this training within the previous twenty-four (24) months and prior to examining any recommendations.

#### **20.4.5.2 Disapprovals and Clarification**

In the exceptional event that the Dean/Director disapproves the teaching assignment recommended by the Department, they shall give reasons, in writing, based upon Articles 20.4.1 and 20.4.2 and ask the Department to reconsider its recommendations. Should the Department and the Dean/Director reach an impasse, the Dean/Director shall assign teaching. It is the Dean's/Director's responsibility to ensure that teaching is assigned in a fair and equitable manner as outlined in Articles 20.4.1 and 20.4.2.

The Dean's/Director's assignments shall be copied to all Members of the Department. In the event that a Member objects to their teaching assignment on the grounds that they allege it is unfair and/or inequitable (per Articles 20.4.1 and 20.4.2), they may request, in writing, within fifteen (15) working days of this assignment, clarification of the Dean's/Director's decision. The Dean/Director has fifteen (15) working days to provide, in writing, this clarification and/or any resultant changes to their teaching assignment to the Member, copied to the Chair and all Members of the Department.

#### **20.4.5.3 Communication of Decisions**

The Dean/Director shall inform the Department of the teaching assignments, with specific course assignments, course caps, mode of delivery, and timetable for all courses offered by or through the Department and advise the Department of all approved courses to be offered by Contract Academic Staff, with copy to the Union. The Dean/Director shall communicate these decisions to the Department Chair/Program Coordinator, in writing, copied to all Members of the Department, no later than 1 February, with the limited exceptions of Articles 20.4.7 and 20.4.9.

#### **20.4.6 Teaching Assignment for New Appointments**

Teaching assignments for new appointments shall be communicated to the Member as far in advance of the commencement of instruction as possible, normally within fifteen (15) working days of the date of hire and normally no later than six (6) weeks before the start of term.

#### **20.4.7 Teaching Assignments and Sabbatical Leaves**

A Member on sabbatical leave for half of the academic year will normally be assigned half of their usual teaching, up to a maximum standard teaching assignment of nine (9) credit hours, as per Articles 20.4.1, 20.4.2, and 20.4.4. In Departments where course offerings do not easily allow for a standard teaching assignment to be divided by two (2), a Member may opt to divide their teaching assignments over two (2) half-years coinciding with half-sabbaticals such that the total teaching assignment of those two (2) half-years is equal to one (1) complete year of teaching assignment. Such options will be documented in the Department's approved teaching assignments and in the sabbatical approval.

## **20.4.8 Alterations to Approved Teaching Assignments**

Once assigned, no alterations may be made to teaching assignments, assigned courses, course caps, mode of delivery, and timetable of a Member except by the mutual agreement of the Dean/Director and the Member, and upon the recommendation of the Department to the Dean/Director, which shall normally be provided within five (5) working days of the request, in accordance with Article 20.4.4, although note the limited exceptions in Article 20.4.9. Any alterations to teaching assignments, course caps, mode of delivery, and/or timetable of a Member shall be communicated to the Member and Department Chair, in writing, with copies to all Members of the Department.

## **20.4.9 Exceptions**

The Parties recognize that circumstances may arise such that modification to teaching assignments are required in order to maintain program delivery and/or fair and equitable distribution of teaching assignments. Four (4) recurring examples of such circumstances are described below.

Where modifications to teaching assignments are necessary, they shall take place in consultation with the Member(s) involved, the Department, and the Dean/Director. Normally, any change to teaching assignment must be completed no less than ten (10) weeks prior to the start of the term in which the change comes into effect. All changes to workload will be copied, in writing, to all Members of the Department and the Union.

### **20.4.9.1 Zero-Enrolment Courses**

Courses with zero (0) enrolment may be cancelled by the Dean/Director no later than twelve (12) weeks prior to the start of the academic term in which the course is scheduled. In such a case, the Department, in consultation with the Member, shall recommend an equitable alternate teaching assignment, as per Articles 20.4.1, 20.4.2, and 20.4.4. The Department will normally provide its recommendation to the Dean/Director within five (5) working days of the cancellation.

### **20.4.9.2 Enrolment in Music Applied Courses**

In the School of Music, the Parties recognize the challenge in assigning teaching for applied courses in the absence of precise student numbers. In determining teaching assignment recommendations, the Members and the Department shall endeavour to build flexibility within their recommendations. Alterations may be necessary beyond 1 February for required applied courses. In making alterations, the Member, the Department, and the Dean shall consider the following priorities, in no particular order: the necessity to accommodate student and program needs, equitable teaching assignment distribution, and the attempt to minimize disruption in teaching assignments. The Dean shall endeavour to notify the Department of any changes as early as possible, and no later than 15 July. In adjusting teaching assignments to meet the needs of changing student enrolment, the Member, the Department, and the

Dean shall not unreasonably withhold consent. This Clause supersedes the zero (0) enrolment course process as outlined in Article [20.4.9.1](#) for applied Music courses.

### **20.4.9.3 Topics/Readings Courses, Undergraduate and/or Graduate Thesis Supervision**

In undergraduate and graduate programs with topics courses, readings courses, and/or theses, the Parties recognize the challenge in assigning teaching for such courses in the absence of precise student numbers. In determining teaching assignment recommendations, the Members and the Department shall endeavour to build flexibility within their recommendations. Alterations may be necessary beyond 1 February for topics/readings courses or thesis supervision. In making alterations, the Member, the Department, and the Dean/Director shall consider the following priorities, in no particular order: the necessity to accommodate student and program needs, equitable teaching assignment distribution, and the attempt to minimize disruption in teaching assignments. The Dean/Director shall endeavour to notify the Department of any changes as early as possible, and no later than 15 July. In adjusting teaching assignments to meet the needs of changing student enrolment, the Member, the Department, and the Dean/Director shall not unreasonably withhold consent. This Clause supersedes the zero (0) enrolment course process as outlined in Article [20.4.9.1](#).

### **20.4.9.4 Unanticipated Changes in Departmental Staffing**

Challenges may arise with the temporary or permanent departure of a Member with little or no advance notice. When such a situation occurs, distribution of teaching assignments may be affected in the short term or in the longer term.

In addressing an unanticipated departure, the Department, the Dean, and any affected Member shall endeavour to arrive at a fair and equitable teaching assignment redistribution following the steps outlined in Articles [20.4.4](#) to [20.4.6](#), normally within ten (10) working days of the departure. In making such decisions, the Dean shall communicate to the Department Chair, in writing, copied to all Department Members, any term, overload, or Contract Academic Staff course-based contracts that will be made available before the Department proposes an amendment to their teaching assignments.

## **20.5 Teaching Assignment Calculation**

The teaching assignment value allocated to teaching a course, including technologically mediated courses (Article [22](#)), is normally equivalent to its student credit hour weighting. The following exceptions are noted:

### **20.5.1 Team-Taught Courses**

#### **20.5.1.1 All Members Attend All Classes**

Team-taught courses in which all Members attend all, or virtually all, the classes and are jointly responsible for the administration of the entire course shall be weighed four thirds (4/3) in

calculating teaching assignment. For example, each of two (2) Members team teaching a three (3) credit hour course will be granted two (2) credit hours of teaching assignment.

### **20.5.1.2 Members Responsible for Portions**

Shared courses in which Members are responsible for portions of the course shall be prorated among the Members according to their respective contributions. For example, each of two (2) Members equally sharing a three (3) credit hour course will be given one and one-half (1.5) credit hours.

## **20.5.2 Special Delivery Courses**

There is a requirement that in the conventional delivery of a Brandon University course, there will be a minimum of thirty-six (36) lecture contact hours for each three (3) credit hour course; the normal range has been thirty-six (36) to thirty-nine (39). It is recognized that courses will sometimes require delivery modes other than the conventional where the number of contact hours greatly exceeds the minimum requirement of thirty-six (36) contact hours for each three (3) credit hour course. This will be the case in the Special Projects (i.e., PENT and CBE) in particular. The following formula will apply for calculation of instructor teaching assignment: for a three (3) credit hour course, in the event that the lecture contact hours lie between the minimum requirement and forty-one (41) contact hours, then the instructor credit hour rating will be the regular course credit rating. For every additional six (6) lecture contact hours above thirty-six (36), the instructor credit hour rating will be increased by one-half (0.5) credit hour. For six (6) credit hour courses, in the event that the lecture contact hours lie between the minimum requirement and seventy-seven (77) contact hours, then the instructor credit hour rating will be the regular course credit hour rating (i.e. six (6) credit hours). For every additional six (6) lecture contact hours above seventy-seven (77), the instructor credit hour rating will be increased by one-half (0.5) credit hour.

## **20.5.3 Supervision of Field Experience**

### **20.5.3.1 Education and Music**

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

### **20.5.3.2 PENT**

In the PENT program, the supervision of the field experience of one (1) student, for each week that the student is evaluated by the field experience supervisor plus one (1) additional week

to complete other substantive work, equals 0.08 of one (1) credit hour per week, if the supervision requires traveling beyond one hundred (100) kilometers to observe students in the field, and 0.04 of one (1) credit hour for all other instances if the supervision is assigned by the Office of Field Experience to which the Member is responsible.

## **20.5.4 Clinical & Practica Supervision in Health Studies**

### **20.5.4.1 Direct Clinical Supervision**

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

- (a) courses with eight (8) clinical hours per week for twelve to thirteen (12-13) weeks equal four (4.0) credit hours.
- (b) courses with twelve (12) clinical hours per week for twelve to thirteen (12-13) weeks equal six (6.0) credit hours.
- (c) courses with sixteen (16) clinical hours per week for twelve to thirteen (12-13) weeks equal eight (8.0) credit hours.
- (d) courses with twenty-four (24) clinical hours per week for twelve to thirteen (12-13) weeks equal twelve (12.0) credit hours.
- (e) courses with forty (40) clinical hours per week for three (3) weeks equal four (4.0) credit hours.

### **20.5.4.2 Indirect Clinical Supervision**

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

- (a) four (4) clinical hours per week for twelve to thirteen (12-13) weeks equals one (1.0) credit hour, and prorated when enrolment exceeds seven (7) students at a rate of 1/7 of a credit hour (i.e., 0.1429 credit hour) for each additional student.
- (b) twelve (12) clinical hours per week for twelve to thirteen (12-13) weeks equals three (3.0) credit hours.
- (c) forty (40) clinical hours per week for three (3) weeks equals two (2.0) credit hours.

### **20.5.4.3 Senior Practicum**

In all undergraduate programs in Health Studies, supervision of students for Senior Practicum shall be credited as one-half (0.5) credit hours of teaching assignment per student.

## **20.5.5 Topics and Thesis Supervision**

### **20.5.5.1 Undergraduate Topics and Reading Courses**

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

### **20.5.5.2 Undergraduate Thesis Courses**

Undergraduate thesis courses, as identified in the course calendar, are normally courses in which a Member supervises an individual student working on an individual project. Teaching assignment credit for these courses will be one-third (1/3) the student credit hour rating for each student. This does not apply to a thesis course in which the Member normally teaches more than one (1) student (with the exception of Article [20.5.4.3](#)).

### **20.5.5.3 Thesis Exhibition in Fine Arts**

Teaching assignment for Thesis Exhibition within the Bachelor of Fine Arts (BFA) program shall be calculated at one-third (1/3) the credit hour rating for the course. Where the course is shared, credit hours shall be calculated in accordance with Article [20.5.1.2](#).

### **20.5.5.4 Graduate Topics Courses**

Graduate topics courses are weighted as follows:

- (a) one (1) student: teaching assignment (and minimum weekly instructor contact) at one-half (1/2) the course credit hour rating.
- (b) two (2) students: teaching assignment (and minimum weekly instructor contact) at two-thirds (2/3) the course credit hour rating.
- (c) three (3) students: teaching assignment (and minimum weekly instructor contact) at full course credit hour rating.

### **20.5.5.5 Graduate and Undergraduate Thesis Supervision**

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

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

## **20.5.6 Music**

### **20.5.6.1 Private Instruction**

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

### **20.5.6.2 Large Ensemble Conducting**

Large ensemble conducting (> fifteen (15) members) over the fall and winter terms equals five (5) credit hours of teaching assignment. Small ensemble and chamber music coaching/conducting will receive credit equivalent to one-half (1/2) the number of contact hours per week per term.

## **20.5.7 Laboratory Workload**

For the purposes of this section, a lab must meet the following criteria: (a) be listed in the calendar; (b) be scheduled in the registration guide indicating a specific instructor(s), time, and in no more than one (1) location concurrently; and (c) run for a minimum of ten (10) weeks per term with scheduled activities or exercises each week. This definition of labs includes tutorials and open labs that meet the above criteria. For the purposes of this section, the following definitions will apply:

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

Lab Instructor—the Member who is listed in the registration guide and is responsible for the overall organization of the lab. May also include Contract Academic Staff Lab Instructors.

Lab Assistant—person(s) not responsible for the overall organization of the lab, but assists the Lab Instructor, normally in day-to-day duties such as lab preparation or set-up, in-lab demonstration, assisting students during lab, and/or clean-up at the conclusion of the lab. A Lab Assistant may also provide grading assistance to the Lab Instructor. A Lab Assistant is normally a graduate or undergraduate student working under supervision, and not a BUFA Member. In the case of graduate student Lab Assistants, the Lab Assistant may or may not work under the direct supervision of the Lab Instructor during the lab period. In the case of undergraduate student Lab Assistants, the Lab Instructor will normally be present in the lab and directly supervise the Lab Assistant during the lab period.

Members assigned a Lab Assistant shall, through their Department's teaching assignment recommendation, identify the scenario that describes how their Lab Assistant shall contribute to the delivery of instruction. Members who teach all or part of the laboratory component of a course shall receive credit according to the following scale:

Scenario	Credit Hours
<p>1. Lab Instructor(s) solely responsible. Labs are handled exclusively by the Lab Instructor. If shared among multiple Lab Instructors, credit hours are allocated according to the proportion of lab contact hours per week.</p>	<p>Lab Instructor <math>0.5 \times</math> lab contact hrs./wk.</p>
<p>2. Lab Instructor with supervised Lab Assistant(s). The Lab Instructor handles the instruction and is present for the majority of each lab period, directly supervising the Lab Assistant, who provides some assistance, such as lab preparation, demonstration, assisting students during lab, and/or clean-up.</p>	<p>Lab Instructor <math>0.25 \times</math> lab contact hrs./wk.</p>
<p>3. Lab Instructor with unsupervised lab Assistant(s). The Lab Instructor is responsible for the overall organization of the lab, and some instruction, but is not normally present for the entire student contact in the lab period (some instruction and/or demonstration, and most student assistance). The Lab Instructor and Lab Assistant may share responsibility for preparation, set-up, and clean-up.</p>	<p>Lab Instructor <math>0.25 \times</math> lab contact hrs./wk.</p>
<p>4. Lab Instructor with unsupervised Lab Assistant(s). Lab Instructor is responsible for overall organization but is not normally present during the lab period. A Lab Assistant is responsible for the majority of instruction and spends the majority of each lab period assisting students. The Lab Instructor and Lab Assistant may share responsibility for preparation, set-up, and clean-up.</p>	<p>Lab Instructor <math>0.125 \times</math> lab contact hrs./wk.</p>

Lab instruction may be shared in the same manner as team-taught courses, as per Article [20.5.1](#).

### 20.5.8 Studio Art Instruction

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

## **20.5.9 Practice in Arts & Science**

In the Faculties of Arts and Science, teaching assignment for practica and work experience shall be one-half (0.5) credit hour per student.

## **20.5.10 Travel for Teaching**

Where, as part of assigned teaching, the Member, the Department, and the Dean/Director mutually agree that teaching a course shall involve regular travel between classroom sites more than one hundred (100) kilometers from their normal Brandon University campus, the assigned teaching shall be one and one-half (1.5) times the number of student credit hours.

## **20.6 Professional Service Workload**

### **20.6.1 Value of Professional Ranks**

The University recognizes the importance to its academic mission of U Sports Members', Professional Associates', Instructional Associates', and Administrative Associates' continuing development as members of the academic faculty and acknowledges that their pursuit of scholarly activities brings benefits to and enhances the University, their professions, and the individual Member.

### **20.6.2 Flexibility and Autonomy**

Professional Members have job descriptions composed of multiple duties and are entitled to flexibility and autonomy in scheduling their workflow to ensure all parts of their job description can be completed within an academic year.

### **20.6.3 Professional Service Workload Assignment Submission to the Department**

Professional Members will prepare a professional service workload assignment submission which shall be copied to all Members of the Department. The professional service workload assignment submission shall include only that portion of a Member's workload that is scheduled time (see Article [20.3.3](#)). The professional service workload assignment submission shall include modality for service provision. With the exception of scheduled time, it is understood that professional Members work with autonomy and flexibility and need not account for general work hours. As the experts in their services, professional Members best understand any seasonal demands for more time dedicated to specific items within their job description and will incorporate these needs into their professional service workload assignment submission. Professional Members who do not have any scheduled duties shall indicate this in their professional service workload assignment submission.

All professional Members are required to submit individual professional service workload assignments. Professional Members with shared or similar job descriptions are not required to provide the same amount of scheduled time in their professional service workload assignment submission, recognizing that different professional Members may be responsible for different configurations of items within their job description.

## **20.7 Assignment of Professional Service Workload**

### **20.7.1 EDIDR**

Professional service workload assignment recommendations must consider factors relating to equity, diversity, inclusion, decolonization, and reconciliation, as well as the factors outlined in Article [20.7.2](#), which include scholarship/research activities, service activities, and/or job description responsibilities related to each Member's appointment.

### **20.7.2 Factors Informing Scheduled Time Assignments**

Factors to be taken into account when assigning a Member's scheduled time shall include, in no particular order and not limited to, the following:

- (a) nature of the discipline
- (b) pedagogy
- (c) documentation and other professional obligations
- (d) best practices as outlined by relevant professional organizations
- (e) scheduled time of the Member in previous years
- (f) the type of appointment held by the Member and other duties of the Member outlined in Article [14](#) or in Appendices [B](#), [C](#), [D](#), and [E](#), particularly the requirement for professional attainment including scholarship/research as described in Article [14.5.1](#)
- (g) program needs, including programs identified as mandatory by Senate or programs governed by legislation
- (h) research requirements
- (i) program design and/or renewal initiatives
- (j) service, including ongoing service commitments and service arising over the course of the year.

### **20.7.3 Department Recommendation**

#### **20.7.3.1 Departmental Meeting**

The Department, in a properly constituted meeting, shall consider the individual submissions of its members as well as factors outlined in Articles [20.7.1](#) and [20.7.2](#) and recommend the

professional service workload assignments of Department members, including modalities of the professional services.

As per Article 5.6.2, each Department member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Members shall have completed this training within the previous twenty-four (24) months and prior to examining any recommendations.

### **20.7.3.2 Recommendations and Clarification**

The Department shall forward its written professional services workload recommendation, as per Article 20.7.3.1, to the Dean/Director by 15 November for evaluation and approval. The recommendation shall reference the factors set out in Articles 20.7.1 and 20.7.2 and shall include the proposed scheduled time of Members. The Department's recommendation shall be copied to all Members of the Department. In the event that a Member objects to their professional service workload assignment recommendation on the grounds that they allege it is unfair and/or inequitable (per Articles 20.7.1 and 20.7.2), they can request, in writing, within five (5) working days of this recommendation, clarification of their Department's submission. The Department has five (5) working days to provide, in writing, this clarification and/or any resultant changes to its recommendation to the Member, copied to the Dean/Director and all Members of the Department.

## **20.7.4 Dean's/Director's Approval**

### **20.7.4.1 Approvals and Clarification**

The Dean/Director may request, in writing, clarification on the Departmental recommendation of professional service workload assignment. The Dean/Director approves the professional service workload assignment of each Member. In approving professional service workload assignments, the Dean/Director shall consider and reference in writing the Department's recommendations. Professional service workload assignments will include specific reference to mode of delivery, peak periods of scheduled time, and seasonal activities. In the event that a Member objects to their professional service workload assignment on the grounds that they allege it is unfair and/or inequitable (per Articles 20.7.1 and 20.7.2), they can request, in writing, within fifteen (15) working days of this assignment, clarification of the Dean's/Director's decision. The Dean/Director has fifteen (15) working days to provide, in writing, this clarification and/or any resultant changes to their assignment to the Member, copied to the Chair and all Members of the Department.

As per Article 5.6.2, the Dean/Director shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations,

Métis, Inuit, and Non-Status Indigenous knowledges. The Dean/Director shall have completed this training within the previous twenty-four (24) months and prior to examining any recommendations.

#### **20.7.4.2 Disapprovals and Clarification**

In the exceptional event that the Dean/Director disapproves the professional service workload recommended by the Department, they shall give reasons, in writing, based upon Articles 20.7.1 and 20.7.2 and ask the Department to reconsider its recommendation. Should the Department and the Dean/Director reach an impasse, the Dean/Director shall assign professional service workload. It is the Dean's/Director's responsibility to ensure that professional service workload is assigned in a fair and equitable manner as outlined in Articles 20.7.1 and 20.7.2.

#### **20.7.4.3 Communication of Decisions**

The Dean/Director shall inform the Department of the professional service workload assignments, including specific reference to mode of delivery, peak periods of scheduled time, and seasonal activities, with copy to the Union. The Dean/Director shall communicate these decisions to the Department Chair, in writing, copied to all Members of the Department, no later than 1 February.

### **20.7.5 Professional Service Workload Assignments and Sabbatical Leaves**

Where a Member is on sabbatical leave for half of the academic year, their professional service workload assignment shall follow the established pattern for the period of the academic year when they are not on leave. Specifically, they shall not be assigned a higher proportion of scheduled time for that portion of the year when they are not on sabbatical.

#### **20.7.6 Alterations to Approved Professional Service Workload Assignments**

Once assigned, no alterations may be made to professional service workload assignments, including scheduled time and mode of delivery, of a Member except by the mutual agreement of the Dean/Director and the Member, and upon the recommendation of the Department to the Dean/Director, which shall normally be provided within five (5) working days of the request. Any alterations to professional service workload assignments shall be copied to all Members of the Department.

#### **20.7.7 Adjustments to Scheduled Time**

If adjustments to the professional service workload assignment are required that increase a professional Member's scheduled time in a week, the Member is entitled to an equivalent reduction in scheduled time in a later week.

### **20.7.8 Time in Lieu**

When Members are required to provide more than thirty-five (35) hours of scheduled time in a week, they are entitled to equivalent time in lieu within the same academic year. This time is to be scheduled in consultation with the Dean/Director, who will communicate the agreed-upon schedule, in writing, to the Member with copies to all Members of the Department.

### **20.7.9 Unanticipated Changes in Departmental Staffing**

Challenges may arise with the temporary or permanent departure of a Member with little or no advance notice. When such a situation occurs, offering of professional services may be affected in the short term or in the longer term.

In addressing an unanticipated departure, the Department, the Dean/Director, and any affected Member shall endeavour to arrive at a fair and equitable professional service workload assignment redistribution following the steps outlined in Articles 20.7.3 and 20.7.4, normally within ten (10) working days of the departure. In making such decisions, the Dean/Director shall communicate to the Department Chair, in writing, copied to all Members of the Department, any term, overload, or Contract Academic Staff contracts that will be made available before the Department proposes an amendment to their professional service workload assignment.

### **20.7.10 Introduction of Professional Services Workload**

To facilitate the introduction of professional service workload assignment in the 2023–2027 Collective Agreement, the Employer commits to hiring two (2) new full-time (tenure-track or continuing-track) professional service positions, beyond the number of existing and vacant BUFA positions in those ranks as of 1 April 2023. These positions are to be allocated one (1) in each of the second and third years of this Collective Agreement. The Parties agree that a transparent and collegial process shall determine where each of these positions shall be allocated.

## 20.8 Assignment Reductions

### 20.8.1 Release from Teaching Assignment or Scheduled Time

Members performing the following duties shall receive a reduction in their teaching assignment and/or scheduled time assignment:

- (a) Department Chairs—three (3) credit hours (also note Article [20.8.1 \(m\)](#))
- (b) Campus Recreation Director—nine (9) credit hours
- (c) Coordinator of Student Advisors in Education—three (3) credit hours
- (d) Chair of the Graduate Program in Education—six (6) credit hours
- (e) Chair of the Graduate Program in Music—three (3) credit hours
- (f) Coordinator of Gender and Women’s Studies—three (3) credit hours
- (g) Coordinator of Environmental Science—three (3) credit hours
- (h) Chair of Joint Department of Music Education (JDME)—five (5) credit hours
- (i) Coordinator of Master of Science (Environmental and Life Sciences)—three (3) credit hours
- (j) Chair(s) of Brandon University Research Ethics Committee (BUREC)—six (6) credit hours, allocated to the Chair or Co-Chairs, as determined by the Committee, and with any required Contract Academic Staff funding provided through the Office of the Provost
- (k) Coordinator of the Graduate Program in Psychiatric Nursing—three (3) credit hours
- (l) Chair of Equity Review Committee—three (3) credit hours
- (m) As per Article [20.4.2](#), Member(s) with exceptional and/or additional duties as described by the Department requiring time commitments or responsibilities beyond usual service expectations—credit hours as recommended by the Department, and approved by the Dean/Director, in writing, to the Member and copied to the Members of the Department.

### 20.8.2 Release for Union Work

The University shall permit the Union to purchase up to a six (6) credit hour reduction in the teaching assignment of each of the BUFA President and two BUFA Vice-Presidents at Contract Academic Staff course-based contract rates and up to a three (3) credit hour reduction in the teaching assignment for each member of the BUFA Negotiation Team in each academic year they are active.

### **20.8.3 Release for Members with No Teaching Assignment**

Where a Member engaged in any of the activities listed in Articles 20.8.1 or 20.8.2 does not have a regular teaching assignment, the Department may recommend reduction either to the scheduled time or to other duties in the job description. Such reduction shall be commensurate with the credit hour reduction using the following calculation: one (1) credit hour = thirty-six (36) scheduled hours or work hours on other duties. Departments shall make every reasonable effort to recommend reductions such that the impact on program delivery is minimized. The Department may also recommend hiring an individual on a professional services contract basis to ensure program delivery continues; the Employer shall not unreasonably deny providing such a replacement.

### **20.8.4 Purchase of Release When Funded**

The Employer may permit Members to purchase a reduction in teaching assignment, at Contract Academic Staff course-based contract rates, if funded by a research grant.

### **20.8.5 Alterations to Releases**

Once assigned, no alterations may be made to release(s) of a Member except by the mutual agreement of the Dean/Director and the Member, and, where applicable, upon the recommendation of the Department to the Dean/Director, which shall normally be provided within five (5) working days of the request. Any alterations to release(s) of a Member shall be communicated to the Member and Department Chair, in writing, with copies to all Members of the Department.

## **20.9 Contract Academic Staff Contracts and Stipends**

### **20.9.1 Rates**

Members on Contract Academic Staff contracts (as per Article 16) and Members on overload (as per Article 15.5) shall be remunerated at Contract Academic Staff rates negotiated between the Parties (as per Appendix F). The remuneration shall be based on the credit hour rating assigned to the course or courses, or at the weighting outlined in this Collective Agreement, or based on the terms of the professional services workload requirements, for which the overload or Contract Academic Staff contract is held.

### **20.9.2 Credit Hour Limit**

Unless otherwise agreed by the Parties, no one shall be issued Contract Academic Staff course-based contracts totaling more than twelve (12) credit hours cumulatively of teaching credit in any one (1) academic year.

## **20.10 Workload for English for Academic Purposes (EAP)**

### **20.10.1 Student Credit Hours**

For the purposes of assigning workload:

- (a) Levels 1–3 courses in the EAP program with up to fourteen (14) students will be assigned nine (9) student contact hours; and
- (b) Level 4 courses in the EAP program with up to fourteen (14) students will be assigned eleven (11) student contact hours.

### **20.10.2 Issuance of Contract**

Contracts for EAP courses will be issued with as much notice as possible, normally not less than ten (10) days prior to the start of the course.

### **20.10.3 Amalgamation of Levels**

In an effort to proceed with low enrolment courses (i.e., fewer than four (4) students), the Dean/Director, in consultation with the Director of International Activities and with the agreement of the Coordinating Instructor, may decide whether or not amalgamation of levels shall occur. Should the decision be to amalgamate levels, the Director of International Activities shall consult with the Coordinating Instructor(s) and seek their input as to the most suitable way to amalgamate levels. Amalgamated sections shall not exceed twelve (12) students and will be assigned twelve (12) student contact hours. Level 4 courses may not be amalgamated.

### **20.10.4 Course Cancellation**

Courses with zero (0) or low (i.e., fewer than four (4) students) enrolment may be cancelled by the Dean/Director after contracts are produced, but no later than five (5) working days before the commencement of the course. The Dean/Director will provide a rationale to the Coordinating Instructor for course cancellation. For the purposes of RFR, the cancellation of a course as described in this Clause shall automatically extend the maintenance period of a Member holding RFR for that course.

### **20.10.5 Distinct Workload**

Workload for the EAP program will be considered separate and distinct from other workload assigned to Members. Individuals who teach in EAP maintain the ability to teach twelve (12) credit hours of Contract Academic Staff course-based contracts.

## **20.11 Transition from Canada Research Chair (CRC) Appointment**

Where a Member assumes a regular appointment after holding a CRC appointment, a teaching assignment transition plan shall be required. Transition plans shall be formulated in consultation with the Member, the Department, the Dean/Director, the Vice-President (Research), and the Provost. Transition plans shall normally be for a duration of two (2) to four (4) years and may include the final year of the Member's CRC appointment. Once the CRC appointment is concluded, Members are eligible to apply for amended appointments as per Article 15.17; application to an amended appointment can be included in a Member's CRC transition plan. Once agreed, a Member's CRC transition plan shall be included in the Departmental teaching assignment recommendations and Dean/Director assignments of teaching until the conclusion of the plan.

## **20.12 Markers, Peer Tutors, Lab Assistants**

The Employer recognizes the benefit for Members to have markers, peer tutors, and/or lab assistants in some courses and the benefits that accrue to students who serve in these functions, and will provide funds for this purpose. Faculty requests for such support positions, copied to all Members of their Department, shall clearly articulate a rationale and will not be unreasonably denied. Decisions, including rationale, on these requests shall be copied to all Members of the Department. The Dean/Director is responsible for assigning support positions and ensuring, in writing, that they are distributed fairly and equitably.

# Article 21: Department Chairs and Program Coordinators

## 21.1 Department

For purposes of this Article, “Department” should be read broadly as written in the Definitions to include the subject areas in the Faculties of Arts, Education, Health Studies, and Science; the program areas in the School of Music; Library and Archives; Indigenous Peoples’ Centre; and Student Services. For purposes of this Article, in Faculties offering Master’s degree programs, the Chair of Graduate Program(s) is considered equivalent to a Department Chair.

## 21.2 Degree Program Coordinators

The function of the Program Coordinators of Gender and Women’s Studies and Environmental Science at Brandon University is to coordinate, facilitate, and expedite matters pertaining to the operation of the Program, to ensure that program policy decisions are carried out, and to demonstrate initiative and leadership in the conduct of program business. For the purposes of this Article, “Program Coordinator” shall refer specifically to the coordinators of these degree Programs.

## 21.3 Chair Responsibilities

Responsibilities of Department Chairs are of two (2) types:

- (a) those that require transmission or implementation of the collective decisions made by a majority vote of all members of the Department, and
- (b) those that normally do not require consultation with members of the Department.

For example, the determination of Departmental/Program course offerings, recommendations concerning appointments, dismissals, tenure, continuing, promotion, teaching and professional service workload assignments and budget are type (a) responsibilities. Student advising, assessing transfer credit requests, performing degree audits, or attending chairs meetings are examples of type (b) responsibilities.

## 21.4 Department Chair and Program Coordinator Selection

Department Chairs and Program Coordinators of Gender and Women’s Studies and Environmental Science Programs shall be selected by procedures established by Faculty Councils.

Such procedures must satisfy the following criteria:

- (a) selection must be by majority vote of a Department/Program and prior to formulating the teaching assignment or professional service recommendation for the following academic year. The Dean/Director shall be notified of the Department's/Program's selection, including term of office, concurrently with the Department's/Program's teaching assignment or professional service recommendation;
- (b) in the exceptional event that no member of the Department/Program is willing and/or available to assume the role of Chair/Coordinator, the Department/Program shall promptly notify the Dean/Director. In that case, duties of the Chair/Coordinator shall be discharged on an interim basis by the Dean/Director. The Dean/Director shall not act as Chair/Coordinator on any matter that would normally require a recommendation to the Dean/Director. The Dean/Director shall, at the next meeting of the Faculty Council, seek election of the relevant Department Chair/Program Coordinator, from members of the Faculty Council, who is acceptable to the majority of the members of the Department/Program;
- (c) terms of office shall commence on 1 July and end on 30 June;
- (d) release time for Department Chair/Program Coordinator duties shall follow the regular academic year so that a Chair/Coordinator beginning on 1 July shall have their release time applied in the academic year beginning the following 1 September;
- (e) when a Department Chair/Program Coordinator is replaced partway through an academic year, the release time for both Chairs/Coordinators shall be prorated accordingly;
- (f) terms of office may not exceed three (3) years; there is no limit to the number of terms a Chair/Coordinator may serve;
- (g) in the event a Chair/Coordinator would be on leave for more than three (3) months, a new Chair/Coordinator shall be selected;
- (h) during their term, a Chair/Coordinator may be removed from office by a Review Committee similar to the Selection Committee which appointed them; the Dean/Director shall strike a Review Committee at the written request of two (2) members of the Department/Program or on the Dean's/Director's own initiative. In the event of removal, the Department shall recommend equitable redistribution of teaching or professional service workload assignments.

## **21.5 Director of Campus Recreation**

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

- (a) the Selection Committee shall consist of the members of the Department of Physical Education and be chaired by the Administrator to whom the Director, Campus Recreation reports;

- (b) the term of office may not exceed three (3) years; there is no limit to the number of terms the Director may serve;
- (c) in the event the Director would be on leave for more than three (3) months, a new Director shall be selected;
- (d) during their term, the Director may be removed from office by a Review Committee similar to the Selection Committee which appointed them; the Dean/Director shall strike a Review Committee at the written request of two (2) members of the Department/Program or on the Dean's/Director's own initiative. In the event of removal, the Department shall recommend equitable redistribution of teaching or professional service workload assignments.

## **21.6 Release Time**

The Chairs and Coordinators of all Departments/Programs as defined in Article 21.1 shall receive release time as defined in Article 20.8.1. Departments/Programs may recommend release time in excess of that defined in Article 20.8.1 where deemed necessary for performing the duties of the Chair/Coordinator of that Department/Program.

# **Article 22: Use of Technologies and University Systems in Teaching and Professional Services**

## **22.1 Technological Mediation of Courses and Professional Services**

In most cases, courses and professional services offered by Brandon University are in person. Many of these involve some form of technological mediation to support course content delivery, management of student records, and/or provision of professional services. The delivery of in-person courses does not preclude delivery of synchronous online courses, asynchronous online courses, and/or blended online courses to meet the pedagogical requirements of academic programs. The delivery of in-person professional services does not preclude the delivery of synchronous online or asynchronous online professional services to meet the operational needs of the program/service area.

## **22.2 Definitions**

### **22.2.1 In-Person Courses**

In-person courses are courses where students are primarily physically present with the instructor.

### **22.2.2 Synchronous Online Courses**

Synchronous online courses are courses where students participate from remote locations in real time by technological mediators such as the internet or video link.

### **22.2.3 Asynchronous Online Courses**

Asynchronous online courses are courses where lecture content is primarily delivered through previously stored data (usually electronically stored) and made available to students via instructional technology for completion at the students' own pace within a set timeframe.

#### **22.2.4 Blended Online Courses**

Blended online courses are courses where some content is delivered in person and some content is delivered online.

#### **22.2.5 In-Person Professional Service**

In-person professional service is provided in a specified location assigned for the purpose of meeting between the Member and the student(s), where both Member and student(s) are physically present.

#### **22.2.6 Synchronous Online Professional Service**

Synchronous online professional service refers to services where student(s) participate from remote locations in real time by technological mediators such as the internet or video link.

#### **22.2.7 Asynchronous Online Professional Service**

Asynchronous online professional service refers to services where content is primarily delivered through previously stored data (usually electronically stored) and made available to student(s) via instructional technology for completion at the students' own pace.

### **22.3 Hybrid Courses or Hybrid Professional Services**

A hybrid (dual-modality) course or professional service occurs where the course or professional service is offered to students in person and online concurrently. No Member shall be required to teach or provide a professional service in a hybrid format.

## **22.4 Recommended Modality**

The modality of course or professional service delivery shall be considered by the Member, the Department, and the Dean/Director as part of workload considerations in keeping with Article 20. Where the Dean/Director reasonably disagrees with the Department's recommendation of modality, the decision of the Dean/Director shall stand, and the Dean/Director shall communicate rationale for their decision in writing in line with Article 20.

The Dean/Director shall not require a Member to teach or provide professional service in a modality that is outside the established modality of the program/unit in which the course or professional service is offered.

## **22.5 Departmental Recommendations for Asynchronous Online Course Development**

The Department may include development of asynchronous online courses in its teaching assignment recommendations as per Article [20.4.2](#).

## **22.6 University-Supported Technology**

Members assigned to teach synchronous online, asynchronous online, or blended online courses, or to deliver professional services online shall be provided with the technological and human resources reasonably required to develop and to conduct the course or service. Members shall be provided with appropriate training in the use of standard University-supported instructional technology. Members shall use standard University systems for grade entry, student correspondence and messaging, and student recordkeeping. Members electing to use non-standard/non-University-supported instructional technologies to deliver content are responsible for their professional development on use of these technologies.

## **22.7 Responsibility for Technology**

Members are responsible for managing and organizing course or professional service content stored in instructional technologies and for establishing student access to this content. Technological support for issues extending beyond organization of course or professional service content shall be the responsibility of professional, technical, and support staff, not the instructor, when University-supported technology is used. Members are responsible for obtaining necessary vendor support when they opt to use non-standard/non-University-supported instructional technologies to deliver courses or provide professional services; in such cases, Members may request, but are not entitled to, assistance from professional, technical, and support staff with such instructional technologies.

## **22.8 No Contracting Out**

Courses taught in part or entirely online and professional services provided in part or entirely online shall not be offered by Brandon University unless a Member (Contract Academic Staff, term, tenure-track, continuing-track, continuing, or tenured) has been assigned such work.

## **22.9 Copyright and Control**

Members who use any form of technological mediation shall retain copyright under Article [33](#) regardless of the medium used to broadcast, transmit, retransmit, publish, record, or store the content. Further, any course or professional service content created by a Member and

stored on any University system shall be reputed to be under the custody and control of that Member.

As copyright holder, the Member who creates course or professional service content retains exclusive rights to its alteration, revision, or amendment as per Article 33. No other changes may be made without the written consent of the copyright holder.

## **22.10 Academic Freedom**

The Parties agree that academic freedom in teaching and professional service provision includes the freedom of Members to select and use those teaching and support materials they believe to be appropriate, including the freedom to use or not use any specific technology except as set out in Article 22.6.

## **22.11 Partnership/Collaboration Agreements**

With the exception of Campus Manitoba and Inter-Universities Services (or the successors of these organizations as applicable), synchronous online or asynchronous online courses delivered by any organization other than Brandon University shall not be offered by Brandon University. This does not preclude Brandon University from entering into partnership/collaboration agreements with other institutions/organizations; such agreements shall be developed through open, transparent, and collegial consultation with Departments and Faculties, and duly approved through Senate. No such course offering shall have the effect of displacing work normally attributed to a Member (Contract Academic Staff, term, tenure-track, continuing-track, tenured, or continuing).

## **22.12 No Displacement, Layoff, or Redundancy due to Technology**

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

# Article 23: Own-Account Work

## 23.1 Fulfillment of Obligations

A Member may engage in own-account work provided that the activity does not interfere with the fulfillment of their obligations to the Employer as defined in this Collective Agreement.

## 23.2 Discussion with Dean/Director

Before agreeing to undertake any substantial paid professional activity, the Member shall discuss the activity with the relevant Dean/Director to ensure that the activity conforms to the requirements of Article [23.1](#).

## 23.3 Written Report

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

### 23.3.1 Use of University Resources

A Member shall not use University facilities, equipment, supplies, or other services, or engage any other University personnel in the conduct of own-account activities without making appropriate financial arrangements in advance with the Vice-President (Administration & Finance).

# **Article 24: Observances and Holidays**

## **24.1 General**

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

## **24.2 Designated Holiday**

When any of the holidays identified in Article 24.1 fall on a Saturday or Sunday, the President or their designate shall substitute another working day as the holiday. The President or their designate shall declare by 1 March the day the holiday(s) is (are) to be observed as a paid holiday for all Members.

## **24.3 No additional remuneration**

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

## **24.4 No regular classes**

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

## **24.5 Indigenous Cultural Practices**

First Nations, Métis, Inuit, and Non-Status Indigenous Members may access up to five (5) paid days per calendar year, prorated from the date of appointment, to observe and/or participate in cultural practices of their choosing, including ceremony, commemoration, hunting, harvesting, and other such activities/events. The Member shall normally advise their Dean/Director at least five (5) working days in advance of the planned observance. When such an observance reduces the student contact hours of one (1) or more courses or scheduled professional service time, the Member shall indicate how they will make up those hours.

# **Article 25: Vacation and Leave**

## **25.1 Vacation**

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

### **25.1.1 Yearly Vacation Allotment**

Members on full-time appointments shall receive an annual vacation of six (6) weeks, prorated from the date of appointment, inclusive of the designated vacation days, plus one (1) additional day, between Christmas and New Year’s as determined and announced by Human Resources each year.

### **25.1.2 Proration for Part-Time Appointments**

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

### **25.1.3 Scheduling Vacations**

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

### **25.1.4 No Carry-Over**

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

## **25.2 Leave of Absence**

Upon the request of the Member and on the recommendation of the Dean/Director to the President, a Member may be granted leave of absence without pay. The Employer will recognize any leave not articulated in this Article that is provided within The Employment Standards Code as may be amended from time to time.

### **25.2.1 Letter of Particulars**

The President shall communicate their decision to the Member with copies to the Dean/Director, Human Resources, and the Union. Where a leave of absence has been approved, the letter shall indicate the years accredited towards sabbatical leave at the commencement and at the completion of the leave. A Member who takes a leave which has been declared not to be time toward sabbatical leave may not subsequently grieve the declaration. The letter shall indicate whether the time on leave is to count towards steps in rank. Members on leave of absence who are engaged in activities consistent with their qualifications by rank or job description shall receive steps in rank accrued during the leave. Members on return from a leave of absence shall receive scale increases. A Member's time on leave of absence shall be counted as time to seniority.

### **25.2.2 Benefits While on Leave of Absence**

A Member on leave of absence shall be entitled, but not required, to maintain membership in the benefit plans (e.g., extended health, pension, long-term disability) from time to time in force, subject to the terms of the individual plans. The Employer is not required to maintain payments in such plans. The Member's superannuation rights accrued prior to the date of the leave shall not be affected.

### **25.3 Court Leave**

A Member served with a document requiring them to appear as a witness during court proceedings where the Member is not a party to the proceedings or to serve jury duty shall be paid the difference between their regular full salary during such leave and any sum paid them for such jury or witness duty. Supporting documentation may be requested by Human Resources.

### **25.4 Compassionate Care Leave**

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

## **25.5 Bereavement Leave**

A Member may be absent for up to five (5) working days as bereavement leave, for the death of a family member or loss of pregnancy. Up to two (2) additional working days may be requested for travel. Supporting documentation may be requested by Human Resources. All such days shall be with pay.

## **25.6 Sick Leave**

### **25.6.1 Sick Leave Provisions for Full-Time or Part-Time Appointments**

Members on full-time or part-time appointments who are unable to carry out their duties because of physical and/or mental illness shall be entitled to full salary and benefits, prorated based on full-time equivalency, for up to one hundred and eighty (180) continuous calendar days. If the Member returns to work for up to thirty (30) continuous calendar days and then goes on sick leave again due to a recurrence of the same illness as that which caused the original absence, the time away from work shall continue to count to the one hundred and eighty (180) day total. At the conclusion of the one hundred and eighty (180) days, benefits to which the Member may be entitled under the Long-Term Disability Plan come into effect. Members who return to work from a sick leave and have exhausted their one hundred and eighty (180) days sick leave will not be entitled to a further sick leave for a recurrence of the same illness as that which caused the previous sick leave, until such time as they have completed one (1) year of continuous employment without an absence due to illness of more than ten (10) days during the one (1) year period. Entitlement under the Long-Term Disability Plan is evaluated according to the plan provisions. Members may access up to a maximum of ten (10) sick days for the sudden or planned obligations for caring for immediate family members.

### **25.6.2 Sick Leave Provisions for Term Appointments**

Members on term appointments shall be entitled to sick leave as set out in Article [25.6.1](#); however, uninsured sick leave benefits shall not continue beyond the end date of the term appointment.

### **25.6.3 Sick Leave Provisions for Contract Academic Staff**

Contract Academic Staff shall be entitled to paid sick leave; however, sick leave benefits shall not continue beyond their contract end date.

### **25.6.4 Notification**

For absences anticipated to be longer than five (5) working days, Members shall notify Human Resources of their absence and its probable duration as soon as is reasonably possible. Human Resources shall inform the Dean/Director who shall advise the Department Chair.

Members may be required to submit medical documentation as directed by Human Resources to cover physical and/or mental illnesses which cause more than five (5) working days' absence. Where Human Resources requires documentation, they shall reimburse any costs associated in obtaining medical documentation to a maximum of seventy-five dollars (\$75) per Human Resources request. Members shall notify their Dean/Director and Department Chair of short-term absences anticipated to be five (5) working days or fewer.

## **25.7 Political Leave**

It is appropriate for Members to run for remunerated elected public office. A Member is entitled to up to four (4) weeks paid leave in the period from the issuance of the writ or other declaration of an election period to the election itself to participate as a candidate for election. Members are expected to arrange the leave, including its duration, with their Dean/Director with as little disruption as possible to the functioning of their Department.

### **25.7.1 Term of Political Leave**

If elected to full-time paid office, the Member shall be granted an unpaid leave of absence for the term of office. Should they be elected for subsequent terms that extend beyond six (6) years, then after the sixth (6<sup>th</sup>) year, their appointment and leave terminate, but they shall be given a priority position for the first opening in their area of competence.

### **25.7.2 Normal Rights while on Political Leave**

During the period of their leave as an elected representative, a Member shall be entitled to the normal rights of leave, consistent with Article [25.2.2](#).

### **25.7.3 Possibility of Other Arrangements**

These conditions ought to be looked upon as being minimum conditions and ought not to preclude the possibility of making other mutually acceptable arrangements, as, for example, arrangements for part-time teaching where it is practicable.

## **25.8 Special Leave**

Special leave is leave which may be granted by the Employer with full or partial pay and which is not dealt with by other Clauses of this Article. This Clause provides the necessary flexibility to allow consideration of all applications for leave, as, for example, applications by Instructional Associates for study leave or by Members for research leaves for the same purpose as sabbatical leave (see Article [25.8.1](#)), among others. The conditions of special leaves will be agreed to by the Member, the Employer, and the Union after consultation with the Dean/Director and the Department concerned. A Member who has taken a special leave is

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

### **25.8.1 Special Leave as Equivalent to Sabbatical**

Leave granted under Article 25.8 shall be accompanied by a statement as to whether the leave period is declared by the Employer to be for the same purpose as sabbatical leave as defined in Article 25.10. If the special leave is declared to be for the same purpose as sabbatical leave, the Member's accumulated years of service accredited toward sabbatical leave at the completion of the special leave shall be nil. If the special leave is not declared to be for the same purpose as sabbatical leave, the years accredited toward sabbatical leave at the completion of the special leave will be the years accredited toward sabbatical leave at the commencement of the leave. A Member who takes a special leave which has been declared to be for the same purpose as sabbatical leave may not subsequently grieve the declaration. Members on special leave shall receive annual salaries on return which include the total increases granted while they were on special leave.

## **25.9 Birth and/or Parental Leave**

A Member who qualifies under The Employment Standards Code is eligible for birth and/or parental leave as per the Maternity and/or Parental Leave provisions of The Employment Standards Code.

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

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

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

The purpose of parental leave is to provide time off for childcare that is necessitated by the birth or adoption of a child. There shall be one (1) total period of parental leave, with or without allowance, per pregnancy or adoption such that the total period of parental leave is not greater than the period permitted by the Employment Insurance Act. When both parents are Members, this period may be taken wholly by one (1) or shared between the two (2) eligible parents.

A Member who takes birth leave and parental leave shall take them in one (1) continuous period unless the Member and the Employer otherwise agree. A Member's parental leave shall end no later than the end of the insurable period according to the Employment Insurance Act, and commence not later than the first anniversary of the date on which the child is born

or adopted or comes into the care and custody of the Member. However, a Member may end their parental leave earlier by giving written notice to the Dean/Director at least two (2) weeks or one (1) pay period, whichever is longer, before the day the Member wishes to end the leave.

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

### **25.9.1 Birth Leave Allowance**

In order to qualify for birth leave allowance during birth leave, a Member must qualify for maternity leave in accordance with the provisions of The Employment Standards Code and

- (a) hold a continuing, probationary, or tenured appointment, or a term appointment for more than one (1) year; and
- (b) have completed at least seven (7) consecutive months of employment with the University, with an appointment of at least fifty percent (50%) of a normal workload, immediately prior to the date on which the proposed leave commences; and
- (c) submit a written notice to the Dean/Director prior to the commencement of the academic term during which the leave is to occur and at least four (4) weeks prior to the commencement of the leave (such notice period being alterable by mutual agreement and inapplicable if the Member stops working because of complications caused by pregnancy or because of birth, stillbirth, or miscarriage); and
- (d) provide Human Resources with a medical certificate from a duly qualified medical practitioner certifying that the Member is pregnant and specifying the estimated date of delivery; and
- (e) provide Human Resources with proof that they have applied for, and are eligible to receive, Employment Insurance maternity benefits.

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

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

- (f) for the first two (2) weeks, one hundred percent (100%) of the Member's actual bi-weekly salary immediately prior to the commencement of the leave, and

- (g) for up to the maximum number of fifteen (15) additional weeks according to Employment Insurance maternity benefit definitions, an amount equal to the difference between the Employment Insurance (EI) benefits received by the Member and one hundred percent (100%) of the Member's actual biweekly salary immediately prior to the commencement of the leave.

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

## **25.9.2 Parental Leave Allowance**

A Member who has been granted birth leave with allowance prior to the parental leave is eligible for parental leave with allowance.

Where both parents are Members, they may opt to share the length of the parental leave with allowance as per each Member's salary (Articles 25.9.1 (f) and (g)). Such leaves may occur concurrently or consecutively and in accordance with the provisions of the Employment Insurance program.

In order to qualify for parental leave allowance during parental leave, a Member must qualify for parental leave in accordance with the provisions of The Employment Standards Code and

- (a) hold a continuing, probationary, or tenured appointment, or a term appointment for more than one (1) year; and
- (b) have completed at least seven (7) consecutive months of employment with the University, with an appointment of at least fifty percent (50%) of a normal workload, immediately prior to the date on which the proposed leave commences; and
- (c) submit a written notice to the Dean/Director prior to the commencement of the academic term during which the leave is to occur and at least four (4) weeks prior to the commencement of the leave (such notice period being alterable by mutual agreement if the child comes into the custody, care, and control of the Member sooner than expected); and
- (d) provide the Dean/Director with evidence of the commencement/completion of legal proceedings leading to/resulting in adoption, and a statutory declaration that the Member is the primary caregiver of the child, if applicable; and
- (e) provide Human Resources with proof that they have applied for, and are eligible to receive, Employment Insurance parental benefits.

The Member is required to return to work upon the expiration of the parental leave for an equivalent period to that during which the Member received parental leave allowance from

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

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

- (f) for the standard parental leave allowance according to Employment Insurance standard parental benefit definitions, up to a maximum of sixteen (16) weeks, an amount equal to the difference between the Standard Employment Insurance (EI) benefits received by the Member and one hundred percent (100%) of the Member's actual biweekly salary immediately prior to the commencement of the leave; and
- (g) if EI determines that there will be a one (1) week waiting period before EI parental benefits begin, the Member's parental leave allowance during the one (1) week waiting period shall be one hundred percent (100%) of the Member's actual biweekly salary immediately prior to the commencement of the leave, and therefore the maximum period of parental leave with allowance shall be one (1) week greater than specified in Article [25.9.2 \(a\)](#).

In no event shall a Member receive a parental leave allowance of more than one hundred percent (100%) of their actual biweekly salary immediately prior to the commencement of the leave.

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

### **25.9.3 Continuance of Federal Employment Insurance Benefits**

In the event that the Federal Employment Insurance Act, or the equivalent, should cease to provide benefits for birth and/or parental leaves, all provisions of Article [25.9](#) shall continue to apply, except as specifically changed by the following:

- (a) to qualify, otherwise qualified Members shall not be required to provide proof that they are eligible to receive Employment Insurance Benefits;
- (b) the qualified Member shall be entitled to receive birth and/or parental leave allowance from the Employer for a maximum of twelve (12) weeks; and

- (c) the birth leave allowance shall be one hundred percent (100%) of the Member's actual biweekly salary just prior to the commencement of the leave.

## **25.10 Sabbatical Leave**

Sabbatical leave is a benefit provided to enable tenured Members to maintain their effectiveness as teachers, scholars, and professionals. A sabbatical leave is for the purpose of scholarship/research and/or professional development, to the benefit not only of the leave-taker, but also of the Employer, the students, and the academic community in general.

### **25.10.1 Application Deadlines**

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

- (a) if a Member wishes to apply for a sabbatical to start any time between 1 July 2025 and 30 June 2026, they must apply before 1 March 2024.
- (b) if a Member wishes to apply for a sabbatical to start any time between 1 July 2026 and 30 June 2027, they must apply before 1 March 2025.
- (c) if a Member wishes to apply for a sabbatical to start any time between 1 July 2027 and 30 June 2028, they must apply before 1 March 2026.
- (d) if a Member wishes to apply for a sabbatical to start any time between 1 July 2028 and 30 June 2029, they must apply before 1 March 2027.

### **25.10.2 Sabbatical Application**

The application shall include a summary of scholarship/research and professional activities undertaken by the Member during their most recent leave (see Article [25.10.10](#)) as well as a detailed statement of plans (namely goals and objectives, methodology, and expected outcomes of the scholarship/research proposed) for the entire period of the sabbatical leave and shall indicate the benefits which shall accrue to the Member, to the institution, and to the academic community. Applications shall be submitted on the appropriate form and be accompanied by the Member's current curriculum vitae.

### **25.10.3 Department Recommendation on Sabbatical Application**

The Department shall meet with the Member and make a recommendation based on Article [25.10](#) by 1 April. The Dean/Director shall meet with the Member and forward the application, the Department's recommendation, and their own recommendation to the President by 15 April.

## 25.10.4 Sabbatical Frequency and Sabbatical Replacements

- (a) The Employer shall provide paid special leaves and sabbatical leaves for all eligible Members. For the Members employed in the Special Projects, the Employer shall provide paid special leaves and sabbatical leaves for a full year for one (1) Member (or equivalent) in any one (1) year, provided there is (are) Member(s) entitled to such a leave under the provisions of this Article.
- (b) Members will be permitted to apply for a sabbatical over a two (2) year period. In that event, seniority toward a future sabbatical shall be counted from the time of return from the second half of the sabbatical but shall include the period of service between the two (2) sabbatical halves.
- (c) A Member may opt to apply for a one-half (1/2) sabbatical leave after six (6) years of service. Should this option be approved, the Member shall be entitled to receive one hundred percent (100%) of salary and benefits. If this option is taken, the Member will be deemed to have received the equivalent of a full sabbatical.
- (d) The Employer shall provide four (4) full-time or equivalent appointments in each academic year for the purpose of replacing Members on sabbatical leave. As part of the annual staffing process, the Employer shall consider requests for additional full-time or equivalent appointments for the purpose of replacing Members on sabbatical leave.
- (e) The Employer shall make available a pool of funds sufficient to replace forty-two (42) courses (i.e., the equivalent of three (3) courses for fourteen (14) full-year sabbatical leaves) each academic year for the purpose of replacing Members on sabbatical leave.
- (f) The funds identified in Article 25.10.4 (d) and (e) will be managed by the Office of the Provost, and (as per Article 20.2.3) allocated to Departments, as either term, overload, or CAS course-based contracts, no later than 30 September of the preceding academic year. These funds will be allocated to academic programs across the University through consultation with the Deans/Directors and in accordance with academic programming needs (including by reference to factors outlined in Articles 20.4.1 and 20.4.2).

## 25.10.5 Department Caps for Sabbatical Leaves

Ordinarily, no more than one (1) Member from a Department of four (4) or fewer eligible Members, two (2) Members from a Department of five (5) to nine (9) eligible Members, three (3) Members from a Department of ten (10) to fourteen (14) eligible Members, and four (4) Members from a Department of fifteen (15) or more eligible Members shall be on paid leave other than sick, compassionate care, parental, or birth leave at any one time. The Employer may permit these quotas to be exceeded.

### **25.10.6 Sabbatical Deferrals**

If necessary, Members shall defer their sabbatical leaves in order to meet the requirements of Articles 25.10.4 and 25.10.5. Members shall defer leaves in the following order:

- (a) those who were last on sabbatical or similar (as defined in Articles 25.8.1 and 25.10) leave, and if (a) does not solve the problem, then
- (b) those with the least seniority.

### **25.10.7 Credit toward Future Sabbatical when Deferred**

Members who defer their sabbatical leave in order to meet the requirements of Articles 25.10.4 or 25.10.5 shall not forfeit the leave credits which they have accumulated. The excess service due to the application of Articles 25.10.4 or 25.10.5 shall be credited against a subsequent sabbatical leave.

Where a Member opts to apply for a sabbatical that will begin later than the earliest date of eligibility, but within one (1) year of that date, the period between the earliest date of eligibility and the actual beginning of the sabbatical shall accrue, to a maximum of one (1) year, toward their next sabbatical leave allotment.

### **25.10.8 President's Decision**

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

### **25.10.9 Cancelled Sabbatical Leaves**

Once leave has been granted, it is expected that it will be taken. Only under extraordinary conditions may the Member cancel the leave by notifying the Dean/Director at least eight (8) months prior to the commencement of the leave. It is the responsibility of the Member to notify the Dean/Director in writing of any changes in plans and to consult with the Dean/Director on these changed plans.

### **25.10.10 Sabbatical Report**

A Member shall submit to their Dean/Director within one (1) month after their return from sabbatical leave a full written account of the scholarship/research and professional activities undertaken during that leave. This report shall indicate how the statement of plans submitted in accordance with Article 25.10.2 has been or shall be realized. This report and scholarship/research and professional activities (as defined by Article 14.3 (c)) during the sabbatical and during the period following the sabbatical shall be taken into account by the Dean/Director and the Department in evaluating applications for a subsequent sabbatical leave.

### **25.10.11 Return after Sabbatical Leave**

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

### **25.10.12 Eligibility**

Tenured Members are eligible for a full sabbatical leave after six (6) years and for a half sabbatical leave after three (3) years of service at Brandon University. Service to be counted as time towards a sabbatical must be uninterrupted by a sabbatical or by any other leave declared by the Employer to be for the same purpose as sabbatical leave. A Member shall be entitled to count similar previous service at any recognized university toward a first sabbatical leave at Brandon University (excluded service includes, but is not limited to, Contract Academic Staff contracts and graduate teaching assistantships). Such service shall be counted two (2) years elsewhere as one (1) year at Brandon University to a maximum of two (2) years toward a full sabbatical leave and one (1) year toward a half sabbatical leave and shall be stipulated in the original Letter of Appointment. For the purposes of this Clause, similar previous experience refers to employment where all parts of the qualifications by rank defined in the relevant Clause of Article 14 are part of the job. Where the combination of tenure-track contract duration and sabbatical credit upon hire creates a situation where an individual meets the criteria for sabbatical prior to being obligated to apply for tenure, the Member may carry forward the excess sabbatical credit, to a maximum of two (2) years, to use after their successful attainment of tenure. The excess service due to the application of Articles 25.10.4 or 25.10.5 shall be counted as accumulated service towards sabbatical.

### **25.10.13 Start Date of Sabbatical Leave**

A full sabbatical leave shall be from either 1 July to 30 June next, 1 January to 31 December next, or other twelve (12) month period as agreed by the Employer and the Member and upon the recommendation of the Department. A half sabbatical leave shall be from either 1 July to 31 December next or 1 January to 30 June next or as agreed by the Employer and the Member and upon recommendation of the Department.

### **25.10.14 Sabbatical Salary**

A Member's salary while on sabbatical leave shall be ninety percent (90%) of their annual salary for their first sabbatical and eighty-five percent (85%) of their annual salary for subsequent sabbaticals, such salaries in effect during the sabbatical period, or as calculated based on Article 15.17.3 (o) for those Members on amended appointment, with the Employer continuing benefit payments at base salary rates (however, see Article 25.10.4 (c)).

### **25.10.15 Other Income while on Sabbatical**

If (a) a Member's sabbatical salary plus (b) other income arising out of the sabbatical leave exceeds (c) their base salary at Brandon University plus reasonable travel and additional living costs for themselves and their dependents, then the Employer shall reduce (a) until  $a+b=c$ . Any monies recovered under this Clause shall be dedicated to research at Brandon University.

### **25.10.16 Salary as Research Grant**

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

### **25.10.17 External Funding**

A Member going on sabbatical leave shall be encouraged to apply for financial assistance from external sources. Entitlement to leave, however, shall not be dependent upon receiving such assistance.

### **25.10.18 Service Activities while on Sabbatical Leave**

Members on sabbatical or special leave shall not be required to participate in Brandon University activities (e.g., University committee work, Pension Trustees Committee responsibilities, teaching on an overload basis) other than those for which the sabbatical was given. However, if the Member's Department requires a decision which is of importance to the Member, including recommendations on workload, parts of the program affecting the Member's teaching assignment, selection of a Departmental Chair, selection committees for appointments in the Member's Department (term or probationary positions) and others as determined by the Department, and the Member is available, the Member may attend meetings called for that purpose.

Should the Member not be available locally, they may participate as a non-voting Member of the Selection Committee. For all other matters identified above, they shall be requested to participate and vote by mail or email on important decisions. Every reasonable effort shall be made to notify the Member at least one (1) week in advance of such decisions.

# Article 26: Seniority

## 26.1 Seniority List

A seniority list which places all Members shall be established by the Union using the following method:

- (a) Members with earlier dates of appointment are senior to those with later dates;
- (b) if two (2) Members have the same date of appointment, then the older is the senior;
- (c) if (a) and (b) are equal, then the ranking will be determined by random selection.

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

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

## 26.2 Academic Administrators and Senate Representatives on the Board of Governors

An Academic Administrator and the Senate representatives on the Board of Governors who are excluded from the bargaining unit by virtue of holding such an appointment and who would otherwise fall within the scope of the bargaining unit described by Certificate No. MLB 3976 shall, at the termination of that appointment, immediately be a Member as if they had been a Member continuously throughout the duration of such appointment.

## 26.3 Political Leave

Time spent on political leave will not accrue to seniority.

## 26.4 Layoffs

Members on layoff in accordance with Articles 27 and 28 retain their seniority, but time while laid off shall not accrue to seniority.

## **26.5 Termination and Re-Employment**

Members whose employment terminates in accordance with Articles [27](#) and [28](#) and who are later re-employed within the bargaining unit shall regain their former seniority, but time while terminated shall not accrue to seniority.

## **26.6 Part-Time Members**

Seniority shall be prorated for part-time Members.

# Article 27: Retrenchment

## 27.1 Definition

Retrenchment occurs when a reduction in Members' salary costs is necessary for financial reasons.

## 27.2 Notification

The President shall notify the Union in writing when they contend that, rigorous economies in all other segments of the budget having been exercised and all other practical means of alleviating the difficulty having been undertaken, financial constraints require a reduction in Members' salary costs. They shall specify the amount of the reduction required and shall accompany the notice with all the budgetary information used in arriving at the retrenchment decision.

## 27.3 Challenges

Within two (2) weeks of such notice, the Union may challenge the contention that retrenchment is necessary, in which case the issue shall be submitted to a three (3) member Commission which shall advise the Board of Governors whether, and to what extent, the Commission considers retrenchment necessary. The Union shall name its appointee to the Commission in its challenge, the Employer shall name its appointee within three (3) days of that date, and the two (2) appointees shall name a mutually acceptable Chair within one (1) week of the Employer's appointment. If the appointees cannot agree upon a Chair, the Employer shall ask the Auditor General to name one. The Commission shall report to the Board within four (4) weeks of the selection of the Chair.

## 27.4 Negotiation

If retrenchment is necessary, there shall be negotiations between the Employer and the Union on methods of effecting it. These negotiations shall take into consideration the program and curriculum needs of the Employer. Unless agreement is reached on other methods within twenty-one (21) days, Articles [27.5](#) to [27.8](#) shall apply.

## **27.5 Layoffs**

If the financial exigency is in funding for the Special Projects, layoffs will be restricted to the Special Project so affected. If the financial exigency occurs due to cutbacks in general University funding, layoffs will be restricted to Members supported by such funding.

## **27.6 Order of Layoffs**

Members shall be laid off (in reverse order of seniority) in the following order:

- (a) those on term appointments,
- (b) those on probation,
- (c) those on tenured and continuing appointments.

## **27.7 Notice and Severance Allowance**

Members who are laid off shall receive a minimum of six (6) months written notice (or pay in lieu of notice) and severance allowance as determined below:

- (a) Members on probation shall receive six (6) months' salary;
- (b) Members on tenured and continuing appointments shall receive twelve (12) months' salary.

## **27.8 Vacancies**

Members who have been laid off shall have their files maintained and shall be given the right of first refusal (in reverse order of layoff) for a period of four (4) years to the appointment to any vacancy which may occur in their former Department and for which they are qualified, and shall be notified and encouraged to apply for any other vacancy which may occur in the University and for which they are qualified. It is the responsibility of the Member to keep the University informed, via receipted delivery, of their whereabouts and to notify the Employer when they no longer wish to be informed of vacancies.

# Article 28: Retrenchment of Members Employed in the Special Projects

## 28.1 Definition

Retrenchment occurs when a reduction in Members' salary costs is necessary for financial reasons.

## 28.2 Notification

The President shall notify the Union in writing when they contend that, all practical means of eliminating the need for retrenchment having been taken, financial constraints require a reduction in Members' salary costs. They shall specify the amount of the reduction required and shall accompany the notice with a report explaining the need for retrenchment. The Union may examine the relevant documentation.

## 28.3 Challenges

Within one (1) week of such notice, the Union may challenge the contention that retrenchment is necessary, in which case it will appoint two (2) Members to a Joint Retrenchment Committee (JRC). Within three (3) days of the Union appointment, the President shall appoint two (2) members to the JRC. The Committee will discuss whether retrenchment is necessary and, if so, how it should be implemented. It will report back to its principals within three (3) weeks of its constitution.

## 28.4 Order of Layoffs

Should the JRC fail to come to agreement on the extent and method of the retrenchment, then the Employer shall determine which Members shall be laid off, taking into account firstly, program needs and secondly, seniority. Seniority shall be applied to Members in reverse order in each of the following categories of appointment:

- (a) first, to those on term appointments,
- (b) second, to those on probation, and
- (c) finally, to those on tenured and continuing appointments.

## **28.5 Notice**

- (a) Members on term or probationary appointments who are laid off shall receive a minimum of six (6) months' notice,
- (b) Members on tenured or continuing appointments who are laid off will receive twelve (12) months' notice.

## **28.6 Vacancies**

Members who have been laid off shall have their files maintained and shall be given the right of first refusal (in reverse order of layoff) for a period of four (4) years to the appointment to any vacancy which may occur in their former Department and for which they are qualified, and shall be notified and encouraged to apply for any other vacancy which may occur in the University and for which they are qualified. It is the responsibility of the Member to keep the University informed, via receipted delivery, of their whereabouts and to notify the Employer when they no longer wish to be informed of vacancies.

# Article 29: Redundancy

## 29.1 Definition

Redundancy occurs when a position occupied by a Member is declared unnecessary due to long-term changes in academic priorities, student enrolment patterns, or some such similar development.

## 29.2 Notification

The first step in such an occurrence is for Senate to decide to curtail all or part of an existing academic program and to so inform the Department affected.

## 29.3 Departmental Appeal

The Department to be affected shall have the right to appeal to Senate prior to the implementation of any curtailment of a program. Senate may confirm, reverse, or modify its original curtailment decision.

## 29.4 Positions as Distinct from Appointments

Appointments are distinct from positions: if a position has been declared redundant, it does not necessarily follow that the Member appointed to that position will be the one affected.

## 29.5 Identification of Member(s)

Members to be affected by redundancy shall be identified by Members of the Department which Senate has informed according to Article 29.2. Identification shall be made using just and equitable procedures and shall be based upon the need for the Member's professional skills, the criteria for granting tenure, and seniority.

## 29.6 Departmental Recommendation

The Department shall recommend the names of those Members to be affected by redundancy to the Dean/Director.

## **29.7 Notification to Member**

The Dean/Director shall notify the affected Members in writing.

## **29.8 Right to Appeal**

Members identified by the processes above shall have the right of appeal.

## **29.9 Notice of Intent to Appeal**

Notice of intent to appeal must be received by the President within two (2) weeks of the Dean's/Director's notification to the Member (Article [29.7](#)).

## **29.10 Redundancy Appeal Committee**

A separate Redundancy Appeal Committee shall be formed for each group of Members from any single Department who are appealing in any single declaration of redundancy. The Committee shall consist of five (5) Members selected at random from a list of all tenured Members. Individuals involved in declaring the redundancy and in identifying the Members affected are not eligible to serve on the Redundancy Appeal Committee. Their names, if drawn, shall be replaced by further random selections. If the Dean/Director and Members who are appealing agree to reject a name, it shall be replaced. The Dean/Director and the Members who are appealing may each reject three (3) names which shall be replaced. The Board Secretariat shall generate a list of Members eligible to serve on Redundancy Appeal Committees and shall arrange and supervise the selection of Members of the Committees.

The Redundancy Appeal Committee shall utilize the procedures set out by The Labour Relations Act and the Brandon University/BUFA Handbook on Appeals Procedures. In case of discrepancies, The Labour Relations Act will take precedence. The decision of the Redundancy Appeal Committee is final and binding on the Parties and the Member. The Redundancy Appeal Committee is an Arbitration Board under The Labour Relations Act.

## **29.11 Appeal Hearing**

The Committee shall hear the appeal within two (2) weeks of the notice of intent to appeal.

## **29.12 Openness**

The appeal shall be open within the University community unless both the Member and the Dean/Director agree to its being held—in whole or in part—in camera.

## **29.13 Chair**

The Committee shall elect its own Chair.

## **29.14 Participation in Proceedings**

Both the Member and the Dean/Director shall be permitted to appear with advisors at any stage in the proceedings and shall have the right to present and question evidence.

## **29.15 Minutes**

Minutes of the proceedings, including the names of witnesses heard, copies of evidence received, and decisions made, shall be available to members of the Committee and to the Member and the Dean/Director.

## **29.16 Report**

The report of the Committee shall be sent to the President, with a copy to the Member, and to the Union.

## **29.17 Notification**

The President shall notify the affected Member in writing at least twelve (12) months in advance that, unless the Member obtains alternate employment under Article [29.20](#), their appointment shall terminate on 31 August next.

## **29.18 Redeployment Committee**

The President shall strike a Redeployment Committee consisting of two (2) members appointed by the Employer, two (2) Members appointed by the Union, and a Chair who shall be a Senate representative to the Board of Governors elected by Senate, unless those individuals are potentially affected, in which case the appointed members shall name a mutually agreeable Chair.

## **29.19 Identifying Positions for Redeployment**

The Redeployment Committee shall make every effort to identify positions elsewhere in the University which affected Members would be qualified to fill. Such efforts shall include consultation with Departments, Selection Committees, and Deans/Directors.

## **29.20 Redeployment Process**

If the Redeployment Committee designates a vacant position which the affected Member is qualified to fill, the Employer agrees to offer the position to the Member. Moreover, the Committee may recommend that a position be offered to an affected Member if it feels that, after a retraining period of up to twelve (12) months, the Member would be qualified for the position. The Member's salary would be continued during the training.

## **29.21 Timelines**

The Redeployment Committee shall meet within one (1) month of the President's notifying the Member (Article [29.17](#)) and shall arrive at a decision within two (2) months of its first meeting.

## **29.22 Severance Allowance**

If an affected Member who holds a probationary, tenured, or continuing appointment is not offered or does not accept redeployment, they shall be entitled to a severance allowance of six (6) months' salary and an additional three (3) months' salary for each year of service to Brandon University beyond the first year to a maximum severance allowance of twelve (12) months' salary. Members may choose to receive their severance allowance in a lump sum, or in equal monthly installments, or in a manner mutually acceptable to the Member and the Employer.

# **Article 30: Redundancy for Members Employed in the Special Projects**

## **30.1 Definition**

Redundancy occurs when a position occupied by a Member is declared unnecessary due to long-term changes in academic priorities, student enrolment patterns, or some such similar development.

## **30.2 Order and Notification**

If the Employer declares a position redundant, thus necessitating the layoff of a Member, and if there are two (2) or more Members occupying similar positions such that a decision must be made as to which Member is to be laid off, then Members shall be laid off (in reverse order of seniority) in the following order:

- (a) those on term appointments,
- (b) those on probation,
- (c) those on tenured and non-probationary continuing appointments.

Once the Employer has determined which Member is to be laid off, that Member shall be notified by the President, in writing, with a copy to the Union. A Member shall be given not less than twelve (12) months' notice if they have more than six (6) years' service, and they shall be given not less than six (6) months' notice if they have six (6) or less years' service.

## **30.3 Objections**

If a Member receives a notice of layoff under this Article and if the Member objects, asserting either

- (a) no layoff is necessary as the position is not redundant, or
- (b) layoff is necessary, but another Member should be the one laid off,

then the Member may inform the President in writing of their objection. Such notice must be received by the President within fourteen (14) days of the receipt by the Member of the notice of layoff. In the event that the President receives such an objection within the prescribed

time limit, the matter will be referred to an Appeals Committee composed of two (2) Members appointed by the Union, two (2) members appointed by the President, and a Chair chosen by the four (4) appointees from among Brandon University's Professors and Professional Associate IVs. If these four (4) cannot agree upon a Chair within one (1) week, a Chair shall be chosen by random selection from among the Professors and Professional Associate IV's, with each Party having three (3) exclusions. A Member whose position has been declared redundant shall not be eligible to be a member of this Appeals Committee. In addition, individuals involved in declaring the redundancy and in identifying the Members affected are not eligible to serve on the Appeals Committee.

The Appeals Committee shall utilize the procedures set out by The Labour Relations Act and the Brandon University/BUFA Handbook on Appeals Procedures. In case of discrepancies, The Labour Relations Act will take precedence. The decision of the Appeals Committee is final and binding on the Parties and the Member. The Appeals Committee is an Arbitration Board under The Labour Relations Act.

### **30.4 Decisions and Implementation**

The Appeals Committee will decide whether the position referred to by the Employer in its declaration is, in fact, redundant and, if so, which Member shall be laid off. The Appeals Committee's decision shall be sent to the President for implementation, with copies to the Member who received notice under Article 30.2 (above), and to the Union.

### **30.5 Final and Binding**

This procedure replaces grievance and arbitration for matters dealt with under this Article. Article 4 does not apply to Redundancy in the Special Projects. The decision of the Appeals Committee described in Articles 30.3 and 30.4 (above) shall be final and binding on both Parties and the Member affected.

### **30.6 Appeals**

The Appeals Committee shall hear the appeal within two (2) weeks of the notice of intent to appeal.

### **30.7 Openness**

The appeal shall be in public within the University community, unless both the appellant and the President agree to its being held — in whole or in part — in camera.

## **30.8 Argument and Evidence**

Both the appellant and the President shall be permitted to appear with advisors at any stage in the proceedings and shall have the right to present and question evidence.

## **30.9 Minutes**

Minutes of the proceedings, including the names of witnesses heard, copies of evidence received, and decisions made, shall be available to members of the Appeals Committee and to the appellant and to the President.

## **30.10 Redeployment Committee**

If the decision is that a Member is to be laid off, then the President shall establish a Redeployment Committee upon the request of the Member declared redundant, consisting of two (2) members appointed by the Employer, two (2) Members appointed by the Union, and a Chair who shall be one of the Senate's representatives to the Board of Governors elected by the Senate, unless those individuals are potentially affected, in which case the appointed members shall name a mutually agreeable Chair.

## **30.11 Identifying Positions for Redeployment**

The Redeployment Committee shall make every effort to identify within the bargaining unit, positions elsewhere in the University which affected Members would be qualified to fill. Such efforts shall include consultation with Departments, Selection Committees, and Deans/Directors.

## **30.12 Redeployment Process**

If the Redeployment Committee designates a vacant position within the bargaining unit which the Employer intends to fill, then the Employer agrees to consider the Member for the position with the governing factors being qualifications by rank and seniority; that is, if there were two (2) applicants with equal qualifications, then the applicant with the greatest seniority at Brandon University would be offered the position first. The Employer further agrees that the Member will be considered as an applicant if a retraining period of up to twelve (12) months would enable the Member to become qualified for the position. The Member's salary would be continued during the retraining period. If the Member leaves the employment at Brandon University within one (1) year after the retraining period, then the amount of salary paid to the Member during the retraining will be paid by the Member to the Employer.

### **30.13 Timelines**

The Redeployment Committee shall meet within one (1) month of the notification as per Article 30.2, or if the decision is appealed and the decision is upheld, then the Redeployment Committee must meet within one (1) month of the notification to the President and the Union as per Article 30.4.

### **30.14 Severance Allowance**

If an affected Member who holds a probationary, tenured, or continuing appointment is not offered or does not accept redeployment, they shall be entitled to a severance allowance of one (1) month's salary for each year of service to Brandon University beyond the first year, to a maximum severance allowance of twelve (12) months' salary. Members may choose to receive their severance allowance in a lump sum or in equal monthly installments, or in a manner mutually acceptable to the Member and to the Employer.

# Article 31: Termination of Appointment

## 31.1 Termination

The employment of Members may be terminated in one of the following ways:

- (a) by retirement. A Member who retires before or after their normal retirement date as provided in the Brandon University Retirement Plan shall give the Employer six (6) months' notice in writing. The notice period may be waived by mutual agreement of the Member and the Employer.
- (b) by resignation. A Member who resigns shall give the Employer six (6) months' notice in writing. The notice period may be waived by mutual agreement of the Member and the Employer.
- (c) on expiration of a term appointment.
- (d) on expiration of a tenure-track appointment following non-granting of tenure according to the provisions of Article 17.
- (e) on expiration of the probationary period of a continuing appointment following recommendation of the Department.
- (f) following layoff in accordance with the provisions of Article 27. Members who are laid off are eligible for callback in accordance with the provisions of that Article.
- (g) following completion of the procedures of Article 28.
- (h) in accordance with Article 25.7.1.
- (i) after seven hundred and twenty (720) continuous days of sick leave, if the Member is not eligible for benefits under the Long-Term Disability Plan.
- (j) by dismissal.
  - (i) Members may be dismissed only for just and reasonable cause such as, but not limited to, gross professional misconduct, persistent neglect of professional duty, or gross incompetence.
  - (ii) Criticism of the University or a controversial stand on public issues does not constitute just and reasonable cause.
  - (iii) Personality conflict or incompatibility does not constitute just and reasonable cause.
  - (iv) When the President feels there may be grounds for dismissal on the basis of persistent neglect of duties, they shall give the Member due warning, pointing out the gravity of the situation and warning of the possibility of dismissal if the problem is

not corrected. Such warning shall be in writing, shall specify the particulars which could lead to notice of dismissal, and shall be effective for a fixed and reasonable time period.

- (v) The dismissal notice to the Member shall contain a statement of the grounds for dismissal and shall specify the effective date of dismissal, which shall not be less than fifteen (15) working days from the date the notice is sent. From the date the notice is sent, the Member may be suspended from all duties with or without pay.
- (vi) If a formal grievance is not presented within the fifteen (15) working day notice period, the Member's employment terminates effective the date of dismissal. If a dismissal involving suspension from duties without pay results in a grievance that reaches arbitration, and if the arbitration board finds that insufficient or no cause for dismissal exists, the board shall award, at a minimum, all back pay and benefits, with interest.

# Article 32: Personnel Files

## 32.1 Personnel File Contents

Data pertaining to the employment of a Member will be placed in an official personnel file in the Human Resources Office. The data may include the usual pre-employment materials (e.g., transcripts, letters of application, curriculum vitae, letters of reference), evaluation and observation reports, correspondence, copies of materials reflecting professional development and achievements, copies of materials reflecting the Member's salary history, and such other materials as the Employer deems appropriate. Members will be notified within ten (10) working days of any substantive, non-routine modifications to the above content of their personnel file of which they were not otherwise notified.

## 32.2 Substitutions

References to voluminous and/or bulky materials may be substituted for the originals by the University. The Member must be notified of any such substitution.

## 32.3 No Anonymous Material

No anonymous material, except for the results of mutually agreed evaluation procedures, shall be kept by the Employer concerning any Member.

## 32.4 Working Files

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

## 32.5 Confidential File

The Associate Vice-President (People and Talent) or designate may maintain a confidential file separate from a Member's personnel file containing the following:

- (a) notes and any other documents in the Human Resources Office pertaining to a Member that were obtained or generated in the course of an investigation under the Discrimination and Harassment Prevention Procedures or the Sexualized Violence Policy. Subject to Article 9.7, this does not prohibit reports finding a breach of policy being placed on a Member's personnel file;

- (b) medical information that is not required for routine administration of the Collective Agreement (e.g., under Articles 25.6 Sick Leave; 25.9 Birth and/or Parental Leave); and/or
- (c) any other document that the Parties agree shall not form part of a Member's personnel file but may be retained in the Associate Vice-President's (People and Talent) confidential file.

## 32.6 DHRA File

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

Subject to Article 9.7, no document created, obtained, or otherwise produced pursuant to one of the Policies shall form part of a Member's personnel file, with the exception of a report determining that a breach of a Policy has occurred.

The DHRA shall maintain records of such matters as follows:

- (a) In the event a complaint is made against a Member under one of the Policies and the designated person or body finds there was no breach of Policy and no corrective action is taken, all related documents shall be removed from the file and destroyed within eighteen (18) months from the time the designated person or body determined there was no breach.
- (b) In the event a complaint is made against a Member under one of the Policies and the designated person or body finds there was no breach of Policy, however, corrective action is taken nonetheless, a record of the complaint and related documents shall be kept in the DHRA's file for no more than thirty-six (36) months from the time the corrective action was undertaken, following which time the documents shall be removed from the file and destroyed, unless there is a subsequent complaint of a similar nature within that period of time.
- (c) In the event a complaint is made against a Member under one of the Policies and the designated person or body finds there was a breach of Policy, a copy of the report shall be placed in the Member's personnel file (subject to Article 9.7 and any other relevant provisions of the Collective Agreement), but all other related documentation shall be kept only in the DHRA file. Such records kept on the DHRA file shall be removed and destroyed six (6) years from the date of the report, except in the case of another finding of a breach of one of the Policies in that time.

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

## **32.7 Right of Access**

Each Member and/or their duly authorized representative shall have the right of access to their official file and working files, with the exception of confidential information therein, during regular office hours and upon written request to the Associate Vice-President (People & Talent). For the purposes of this Article, "confidential information" means only signed letters of reference solicited at the time of appointment (unless the authors have provided written authorization for their release to the individual).

## **32.8 Identification**

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

## **32.9 No Removal of Files**

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

## **32.10 Additions to and/or Removals from Files by Member**

The Member shall have the right to have included in their file written comments on the accuracy or the meaning of any of the contents of their personnel file, and to add any documents to the file that they deem relevant. A Member shall have the right to have removed from their personnel file any material which they can show is false, unsubstantiated, or not related to work performance. Any disputes between the Member and the Employer on the removal of material from the Member's file will be referred to the Joint Administrative Committee for resolution.

## **32.11 Member Copy**

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

## **32.12 Access**

Access to a Member's personnel file shall be restricted to the Member and/or their duly authorized representative and to duly authorized officers of the Employer. The personnel file shall contain a log sheet identifying all persons, with the exception of the Member or their

duly authorized representative, who have accessed the Member's file and the date of access. A Member may request, from the persons granted access, the reason(s) for accessing their personnel file.

### **32.13 No Release of Information**

The Employer agrees not to release any information from a Member's file except when required by law, and in any case, without the Member concerned having the opportunity to verify the information before it is released.

### **32.14 Statistics Canada**

The Employer agrees not to release any information from a Member's file to any person, agency, body, or institution other than Statistics Canada unless

- (a) the agency is covered by legislation and safeguards comparable to that of Statistics Canada, or
- (b) if such legislation is not in existence, without prior written consent of the Member.

# Article 33: Copyright

## 33.1 Ownership

The Employer acknowledges that it has no interest in the sense of ownership or part ownership in any printed work, lecture notes, work of art, computer program, or recorded work of a Member unless special arrangements have been made with the Member. (For the purposes of this Article, “recorded work” means any recording, whether audio or video, made by means of tape, film, phonograph, kinescope, software, or other similar medium and including any notes or other matter which accompany the medium.) Such special arrangements can only be made by completing the Copyright Licence Agreement in Appendix I. Entering into such special arrangements shall not be a condition of employment, except for those Contract Academic Staff course-based contracts (Article 16.2.1) made for the purpose of developing technologically mediated courses (Article 22). The Union shall be notified of any such Contract Academic Staff course-based contracts.

## 33.2 Copyright Licence Agreement

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

## 33.3 Internal Use of Recorded Works

The internal use, or online delivery (Article 22), of any recorded work produced by a Member shall be under their control. If the production of the work was funded directly by the Employer or was produced using University facilities at substantially below local commercial rates, the Member shall not be reimbursed in addition to their ordinary salary for its use in any credit course which is part of their approved teaching assignment. Payment for all other internal use of their recorded work shall be at rates agreed by the Parties.

## 33.4 Departments and Positions

The internal use of recorded works shall not constitute part or all of the justification by the Employer for any reduction in the complement of the Department of the Member who produced the material and shall not constitute part or all of the justification for any layoffs or terminations of contract.

### **33.5 External Use of Recorded Works**

External use of recorded works shall be subject to the agreement of the Employer, which agreement shall not be unreasonably withheld. Unless otherwise agreed by the Parties, all rents and other proceeds from the use outside the University of recorded works (except that separately contracted for) shall, after deducting the expenses incurred in that particular use of the recorded material (but not including production costs), be distributed forty percent (40%) to the Employer and sixty percent (60%) to the Member. The amount of rent and fees for such external use shall be established by agreement between the Parties.

### **33.6 Producers**

Producers and other members of the audio-visual production staff in their role as producers have no rights over recordings produced by them on behalf of the Employer.

### **33.7 Storage**

The Employer shall store all recorded works which were made by a Member for use at the University and shall exercise reasonable care to ensure that such works are not damaged, erased, or copied without the authorization of the Member. The Employer retains ownership of the stock on which the recorded work was made. The Member may acquire the work by replacing the stock.

### **33.8 Erasure, Duplication, Alteration, and Use**

The Employer shall not erase, copy, amend, edit, use, or permit the use of a Member's recorded work without the written permission of the Member.

### **33.9 Identification of Employer and Member**

Whenever the Employer or Member uses the recorded material, all reasonable steps shall be taken to ensure that those to whom the recorded material is shown or played are aware of the identity of the Employer and of the Member.

### **33.10 Amending or Withholding**

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

## **33.11 Severability of Recorded Works**

Where more than one Member has an interest in a recorded work, any Member may obtain exclusive interest in the work by paying to the others a sum to be agreed among them, in which event the others shall have no further interest in that recorded work.

## **33.12 Members' Rights**

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

### **33.12.1 Severability of Contribution**

A contribution is severable for this purpose if it could be erased without destroying the value of the other contributions to the same recorded work or if it could be replaced in the work by another contribution by someone else.

## **33.13 Copyright Retention**

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

## **33.14 Estate**

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

# Article 34: Patents

## 34.1 Disclosure of Patent Applications

Any Member who has applied for a patent, whether or not the invention, device, substance, or process was developed with University support, shall file a copy of the patent application with the President.

## 34.2 Disputes

Disputes as to whether an invention, device, substance, or process was developed with or without University support shall be settled by the arbitration procedures of Article 4.

## 34.3 Inventions, et cetera Developed Without University Support

The Employer acknowledges that it has no interest in the sense of ownership or part ownership in any patentable or potentially patentable invention, device, substance, or process developed by a Member wholly on their own time and without the use of University facilities, even though it falls within the field of competence relating to their University position. For purposes of this provision, a Member's "own time" shall be taken to mean time other than that devoted to normal and assigned functions in teaching, service, direction and conduct of scholarship/research on University premises, and utilizing University facilities. The term "University facilities" shall be taken to mean any facility available to the Member as a direct result of their affiliation with Brandon University and which would not be available to a non-Brandon University-affiliated individual on the same basis.

## 34.4 Responsibility for Costs

The Member shall bear all costs in obtaining such patents.

## 34.5 Inventions, et cetera Developed With University Support

The patent for any invention, device, substance, or process developed with University support shall belong to Brandon University, and the inventor shall assign such patent applications or any patents resulting therefrom to, or as designated by, the Employer.

## **34.6 Share in Proceeds**

With respect to any patent obtained by or through the Employer or assigned to it in accordance with the foregoing provisions, the Employer, in recognition of the meritorious services of the inventor and in consideration of their agreement that the invention shall belong to the Employer, will make provision entitling the inventor and their heirs or legatees to a share in any proceeds from the management and licensing of such patent to the extent of fifty percent (50%) of the gross royalties (after direct patent costs) paid under the patent, unless this exceeds the limits fixed by applicable regulations of a relevant sponsoring agency, which will control in such cases.

## **34.7 Revenues for Research**

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

## **34.8 Responsibility for Costs**

The Employer shall bear all costs in obtaining such patents.

# Article 35: Brandon University Research Committee

## 35.1 Committee Composition

All Brandon University-based research funds as well as General Research grants from NSERC/SSHRC earmarked for the support of research at Brandon University, with the exception of new externally generated funds targeted for specific research projects and/or research infrastructure enhancement, shall be administered by a Research Committee composed of the following:

- two (2) Members and one (1) alternate elected by and from each of the Faculties of Arts, Science, Education, Health Studies, and Music;
- one (1) Member and one alternate elected by and from Members in Student Services, the Indigenous Peoples' Centre, and the Library and Archives;
- one (1) Dean/Director or Member and one (1) alternate appointed by the President; and
- the Vice-President (Research) or designate, who shall serve as Chair.

Faculty Members on an appointment of less than three (3) years are ineligible to serve on the Brandon University Research Committee (BURC). Members and alternates shall be elected for a three (3) year term. Faculties are encouraged to avoid appointing both of their Members in the same year. In the event of a member of the Committee being on leave for six (6) months or more, they shall resign from the Committee and shall be replaced by the alternate, and a new alternate shall be elected. The relevant alternate shall serve as the replacement for a committee member who, by reason of other commitments, cannot attend a meeting or meetings, and shall assume the full rights of the member for the duration of the replacement period. If in the Committee's judgement, the work of the Committee is suffering from a lack of participation, the Committee shall be empowered to remove members who have missed more than two (2) consecutive meetings and request a replacement from the area concerned.

As per Article 5.6.2, each BURC member, including the Chair, shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. BURC members shall have completed this training within the previous twenty-four (24) months and prior to examining any applications.

## **35.2 Procedures and Criteria**

The Committee shall establish its own procedures and develop criteria for the administration of the funds which are just and equitable and consistent with the objective of nurturing and stimulating research and scholarship at Brandon University. These guidelines shall become a public document available to all Members applying for BURC funding.

## **35.3 Records**

The BURC shall maintain records and deposit, in the Vice-President's (Research) Office, copies of all proceedings, statements, and correspondence related to the Committee's policies and the awarding of grants. The Employer shall maintain records of the provenance of all BURC funds. This material will be made available to the Union and published on the University website within three (3) months of the awards adjudication.

## **35.4 Salary as Research Grant While on Sabbatical Leave or Special Leave**

The Committee, or its designate, shall review the amount of salary which a Member wishes to be recorded as a research grant while on sabbatical or special leave. Any such amount is subject to assessment by Canada Revenue Agency. The Committee is not responsible in any way for the results of such assessment or any discrepancy between the amounts approved by the Committee and the amounts which may be approved by Canada Revenue Agency.

## **35.5 Appeals**

Members whose applications are rejected by the BURC shall have recourse to an appeals procedure. Notice of an appeal must be submitted to the Chair of the BURC no later than one (1) month after the Member is notified of the decision. Within one (1) week of receiving notice of appeal, the Chair shall strike an Appeals Committee. Members of the Appeals Committee should be selected in light of research experience and expertise. The Committee will consist of the following:

- one (1) Member appointed by the Union;
- one (1) appointment by the President; and
- a Chair chosen by the two (2) appointed members.

The Union, the President, and the members chosen by the Union and the President shall make every reasonable effort to include members belonging to the designated groups on the Committee. If the Member appointed by the Union, the member appointed by the President,

or the Chair selected by the other two (2) members, or any combination thereof, is subsequently unable to serve, then those members of the Appeals Committee that have already been chosen shall remain in place. The member(s) unable to serve shall be replaced by the same process as the appointment of the original member(s).

As per Article 5.6.2, each Appeals Committee member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Appeals Committee members shall have completed this training within the previous twenty-four (24) months and prior to examining any materials relevant to the appeals.

The Appeals Committee shall establish its own procedures, taking into account the provisions of this Article, the published policies and procedures for grant applications of BURC, The Labour Relations Act, and the Brandon University/BUFA Handbook on Appeals Procedures. In case of discrepancies, The Labour Relations Act will take precedence. Should the appeal be upheld, the Member will either be given first priority for funding at the next competition or other appropriate remedies identified by the Appeals Committee.

The decision of the Appeals Committee shall be final and binding on all Parties and the Member. The Appeals Committee is an Arbitration Board under The Labour Relations Act.

The Appeals Committee shall communicate its decision and its reasons in writing to the Member and the Chair of the BURC within one (1) month of hearing the appeal.

## **35.6 Contributions to the BURC Fund**

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

# Article 36: Joint Administrative Committee

## 36.1 Committee Composition

A Joint Administrative Committee (JAC) consisting of three (3) representatives of each Party shall be established. Either Party may at any time, but with seven (7) days written notice, replace any of its representatives.

As per Article 5.6.2, each JAC member shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. JAC members shall have completed this training no later than two (2) months after joining JAC, and every twenty-four (24) months thereafter.

## 36.2 Functions

Without prejudice to the functions and responsibilities of the various duly constituted bodies of the University, the JAC shall concern itself with the following general matters:

- (a) the administration of the Collective Agreement;
- (b) the timely correction of conditions which may give rise to misunderstandings and grievances.

## 36.3 Expand JAC or Create Subcommittees

Nothing in the foregoing shall prevent the Parties from agreeing to expand, on a parity basis, the JAC or to form subcommittees thereof in order to expedite its proceedings.

## 36.4 Procedures

The JAC shall meet as necessary. Either Party may call a meeting on seven (7) days written notice. The Parties shall exchange agendas at least forty-eight (48) hours prior to any meeting. Two (2) members of the Committee representing each Party must be present to constitute a quorum. Decisions of the Committee shall, when initialed by all Committee members or verified through an alternate agreed-upon method, constitute Memoranda of Understanding between the Parties. Such memoranda may interpret, but may not amend, the Collective Agreement.

# **Article 37: Academic Administrators**

## **37.1 General**

This Article shall apply only to those Academic Administrators who hold academic rank, who would be Members of the bargaining unit were it not for the fact that they hold administrative positions which exclude them from the bargaining unit.

## **37.2 Promotion and Tenure**

No internally selected Academic Administrator shall receive tenure or promotion as a condition of employment in administration. The consideration of promotion and tenure of such Academic Administrators during their term of office shall be in accordance with Articles 17 and 18 of this Agreement.

## **37.3 Entry and Re-entry into the Bargaining Unit**

### **37.3.1 Re-entry into the Bargaining Unit for Internally Selected Academic Administrators**

All Academic Administrators who were Members of the bargaining unit before being excluded by virtue of their administrative position may re-enter the bargaining unit upon completion of their term of office.

### **37.3.2 Admission to the Bargaining Unit for Externally Selected Academic Administrators**

Those Academic Administrators who were not Members of the bargaining unit before taking up their administrative positions shall be admitted to the bargaining unit upon completion of their term of office provided that the Department to which the Academic Administrator will become a Member upon entering the bargaining unit will have had an opportunity to meet with the candidates on an individual basis (using similar procedures as for Departmental selections) and the opportunity to recommend rank, step(s), and type of appointment (i.e., tenured) to the Selection Committee. Should the Selection Committee's recommendation to the Board of Governors be different from that of the Department, the Selection Committee shall state reasons for the difference in its recommendation to the Board of Governors. Such reports shall be copied to the Department, which shall be given an opportunity for rebuttal to the President.

### **37.3.3 Rights and Privileges upon Entry/Re-entry**

All Academic Administrators who have entered or re-entered the bargaining unit according to the terms of Articles [37.3.1](#) or [37.3.2](#) shall henceforth be governed by this Agreement and enjoy all the rights, privileges, and duties of Members, subject only to the restriction that they may not grieve on any issue arising from their former administrative position.

## **37.4 Administrative Leaves**

Academic Administrators shall not be eligible for sabbatical leave during their term(s) of office but may be granted administrative leaves on such terms and conditions as may be determined by the Board of Governors. If such an administrative leave is taken at the end of the administrative term, no accrual of service towards a future sabbatical leave shall be carried into the unit on entering or re-entering it. If such an administrative leave is not taken, the service as Academic Administrator shall count as accrual for sabbatical leave. In addition, an Academic Administrator who has accumulated a number of years as a Member prior to entering administration will be entitled to carry forward those years toward a future sabbatical upon re-entering the bargaining unit.

Should an Academic Administrator not receive an administrative leave and apply subsequently for a sabbatical leave, the latter may be granted in addition to all other eligible Members (Article [25.10.4 \(a\)](#)).

## **37.5 No Displacement**

No tenured, tenure-track, continuing, or continuing-track Member shall be displaced from the Department by the entry or re-entry of former Academic Administrators.

## **37.6 End of Administrative Stipend**

Employees who are currently excluded from the bargaining unit by virtue of their administrative employment will drop their administrative stipend when they return to the bargaining unit and shall receive the salary they would have received had they been in the bargaining unit throughout.

## **37.7 Limited Department Participation**

Academic Administrators who teach as part of their workload may attend meetings and participate in Departmental discussion, but are not members of Departments as defined in this Collective Agreement. Academic Administrators may not attend Department meetings or

participate in Departmental discussions when recommendations are being made in the following matters for which the Academic Administrator has decision-making authority or makes separate recommendation by virtue of their administrative duties and responsibilities:

- (a) appointments
- (b) dismissals
- (c) tenure
- (d) continuing
- (e) promotion
- (f) teaching assignments
- (g) Departmental budget
- (h) sabbaticals, or
- (i) any other matter in which the Academic Administrator has decision-making authority or makes separate recommendation by virtue of their administrative duties and responsibilities.

## **Article 38: Correspondence**

A copy of each and every piece of correspondence passing between the Union and the Employer shall be sent to the designated Office of the President of the University and the Office of the President of the Union. Where written notice is specified in this Collective Agreement, the Brandon University internal mail system will be deemed adequate means. Where receipted delivery is specified, an electronic acknowledgement or a handwritten receipt signed by the Member concerned or by an officer of the University or their designate is adequate.

# **Article 39: Duration and Continuance of the Agreement**

## **39.1 Duration**

This Collective Agreement shall be for four (4) years from 1 April 2023 to 31 March 2027.

## **39.2 Notice to Bargain**

Notice to bargain for a renewal of this Collective Agreement with or without modifications or for the making of a new Collective Agreement shall be given in accordance with the provisions of The Labour Relations Act.

## **39.3 No Strike or Lockout During Period of Collective Agreement**

In accordance with the provisions of The Labour Relations Act,

- (a) the Union shall not declare or authorize a strike by Members while this Collective Agreement is in force;
- (b) the Employer shall not declare or cause a lockout of Members while this Collective Agreement is in force; and
- (c) no Member shall strike while this Collective Agreement is in force.

## **39.4 Access in Event of Strike or Lockout**

In the event of a strike or lockout, Members who require access to University facilities in order to prevent irreparable damage (such as the loss of life and/or decomposable materials) shall maintain access to University facilities to prevent such damage. Requirements for such access shall be made known to the Dean/Director prior to any strike or lockout.

## **39.5 Additions to the Collective Agreement**

If, during the term of this Collective Agreement, the Parties hereto agree on an addition to, an amendment of, or an interpretation of any of the provisions of this Collective Agreement,

the same may be added to this Collective Agreement in the form of a supplement hereto, and shall thereafter become part of this Collective Agreement. Nothing in this Clause shall be deemed or in any manner construed as providing either of the Parties with a right, additional to that provided above, to require the other Party to commence collective bargaining.

## **39.6 Joint Consultative Committee**

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

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

## **39.7 Right to Privacy**

The Parties agree that Members have the right to privacy, consistent with the traditions of academic freedom and Article 10 of this Collective Agreement. Furthermore, the Parties agree to the application of the provisions of the Manitoba Freedom of Information and Protection of Privacy Act, or any other applicable statutes of Manitoba and the Government of Canada related to privacy, as they may be proclaimed or amended from time to time.

## **39.8 Technological Change**

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

## **39.9 No New Bylaws or Policies Affecting Terms and Conditions of Employment**

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

### **39.9.1 Discipline for Just and Reasonable Cause**

Any policy enacted by the Board of Governors which contains provisions of a disciplinary nature shall be applied, in respect of Members, only for just and reasonable cause (as limited by Articles 13, 31.1 (j) (ii), and 31.1 (j) (iii)) and shall at all times be in accordance with the principles of academic freedom as set out in Article 10 of this Agreement.

## **Article 40: Salaries and Benefits**

Salaries and benefits for the period covered by this Collective Agreement shall be as listed in Appendix [F](#).

## **Article 41: Printing and Distributing This Agreement**

The Employer agrees, as soon as possible following ratification of this Collective Agreement by the Parties, to have the Collective Agreement printed, to distribute one (1) copy to each Member, to send thirty (30) copies to the Union office, and to make additional copies available at cost. In addition, the Collective Agreement shall be posted to the Brandon University website and all Members shall be advised when it has been posted.

# Appendices

# Appendix A: Employment Agreements

## A.1 Letters of Appointment

Letters of Appointment are issued for tenure-track, tenured, continuing-track, continuing, or term appointments.

Items below are to be referred to in Letters of Appointment. Items in category A will be included in all letters. Items in category B will be included only in those letters where they are applicable. Supplemental information relating to pension, benefits, and pay schedule may also be provided.

### A.1.1 Category A

1. Name and address.
2. Position title.
3. Faculty, Department, and/or Special Project.
4. Responsible to
  - a) academically
  - b) administratively.
5. Type of appointment (full-time, part-time, phased retirement).
6. Duration of appointment (term, tenure-track, tenured, continuing-track, continuing).
7. Effective dates.
8. Rank and step(s).
9. Statement of equivalency.
10. Frequency of salary payment.
11. Benefit plan eligibility.
12. Pension plan eligibility.
13. Sabbatical credit from previous university recognized at Brandon University.
14. Location of work.
15. Moving allowance.

## A.1.2 Category B

1. Workload for twelve (12) month terms (e.g., course names and numbers).
2. Distance compensation.
3. Immigration credential clause.
4. Salary clause if appointment offer made before salary settlement for appointment after settlement (i.e., salary = rank and steps x subject to increase).
5. Provisions for reduced term appointments, if such a mechanism is adopted.
6. Special clauses required regarding
  - a) standard teaching assignment
  - b) salary
  - c) pension eligibility
  - d) group life benefit eligibility
  - e) disability eligibility
  - f) sabbatical credit.

Some or all may be defined in the Collective Agreement.

7. Any leave of absence provisions or special leave provisions which are part of the offer.
8. Automatic promotion upon completion of conditions (e.g., obtaining terminal degree, completing years of service).
9. Terminal degree completion as a condition of promotion and tenure, if required.
10. Start-up conditions (e.g., release time, space allocation, equipment, start-up funds, etc.).

## A.2 Contracts

Contracts are issued for course-based, professional services, or EAP Contract Academic Staff positions.

Items below are to be referred to in contracts. Items in category A will be included in all contracts. Items in category B will be included only in those contracts where they are applicable. Supplemental information relating to pension and pay schedule may also be provided.

### A.2.1 Category A

1. Name and address.
2. Type of contract (course-based, professional services, EAP).
3. Effective dates.
4. Faculty, Department, and/or Special Project.
5. Responsible to
  - a) academically
  - b) administratively.
6. Specific duties:
  - a) for course-based: course number, name, and section
  - b) for professional services: duties as per job description
  - c) for EAP: course number, name, and section.
7. Statement of equivalency.
8. Stipend.
9. Method of stipend payment.
10. Location of work.
11. Cancellation clause(s):
  - a) conditions under which a contract may be cancelled
  - b) conditions for payment if contract cancelled as per Appendix [F.5](#)
  - c) payment schedule in the event contract is cancelled as per Appendix [F.5](#).

### A.2.2 Category B

1. Emergency contract provisions.
2. Right of first refusal (RFR) achieved through contract.

3. Course-based contracts:

- a) additional stipend for teaching nine (9) or more credit hours in one (1) academic year (Appendix [F.4.1 \(c\)](#)).
- b) clause for shared contracts.
- c) clause for team-taught course.
- d) minimum contact hour clause.
- e) restrictions on remuneration if additional contact hours are offered.
- f) schedule of teaching.

4. Professional services contracts:

- a) PA or AA.
- b) rate of pay.
- c) number of hours (total or per week).

5. EAP contracts:

- a) additional stipend for teaching three (3) or more courses (Appendix [F.4.3 \(d\)](#)).
- b) vacation pay for teaching fewer than three (3) courses (Appendix [F.4.3 \(c\)](#)).
- c) Coordinating Instructor stipend (Appendix [F.4.3 \(e\)](#)).
- d) schedule of teaching.

# Appendix B: Job Descriptions of Professional Associate Positions

These job descriptions may be amended from time to time by the Employer after consultation with, and the approval of, the incumbent and the Union (such approval shall not be unreasonably withheld). Job descriptions for new positions shall be included in this Collective Agreement when they have been approved by the Employer and prior to candidate interviews.

## B.1 Library and Archives Positions

These job descriptions are written in terms of professional-level library functions, which are as follows:

- (a) Collection management—selecting, analyzing, assessing, and deselecting materials in the library collection
- (b) Cataloguing/Metadata—describing and analyzing acquired materials for access and discovery
- (c) Reference services—assisting library patrons in finding and using library resources and other sources of information
- (d) Information literacy instruction—teaching the tools and processes needed to locate and evaluate information and information sources
- (e) Systems—traditional and emerging software solutions and standards necessary for management and access of the library's resources
- (f) Liaison work—may include collection management activities, workshop development, attendance at faculty meetings, outreach, advocacy, and other related activities
- (g) Preservation—prolonging the life of important institutional documents, rare books, or other types of materials, including activities such as digitization, format migration, assessment of materials for transfer to other library facilities, etc.

## B.1.1 Scholarly Communications Librarian

This position is responsible to the Chief Information Officer (or equivalent) for the following:

- (a) Provision of services supportive of both traditional and emerging scholarly communications activities at Brandon University
- (b) Coordination and provision of intellectual property/copyright services for the John E. Robbins Library
- (c) Identification, championing, building awareness, development, and design of relevant policies, services, and technologies supportive of scholarly communication, digital scholarship, and open access/open data/open educational resources
- (d) Gathering, disseminating, and preserving important open digital assets at Brandon University
- (e) Provision of education and training related to assessment and impact metrics for scholars
- (f) Provision of education and training related to current and ongoing changes in intellectual property, scholarly communication, digital scholarship, and open access/open data/open educational resources
- (g) Supporting institutional outreach by ensuring important publications/performances (etc.) of faculty and students are made visible to the wider community
- (h) Liaising with institutional stakeholders in the areas of research, graduate studies, researchers and colleagues in relation to issues around copyright, open access, the gathering, dissemination, and preservation of student and faculty research outputs/performances
- (i) Provision of liaison services to one of the Faculties
- (j) Per Article 14.5.1 (a), professional preparation includes but is not limited to pursuit of professional development opportunities
- (k) Per Article 14.5.1 (c), professional attainment includes but is not limited to engagement in research, scholarship, and creative activity
- (l) Per Article 14.5.1 (d), service includes but is not limited to participation in Library Council and representation of the library on professional and scholarly association committees, task forces, work groups, and other entities at the local, regional, and national level as appropriate to position and area of expertise
- (m) Maintaining awareness of new and emerging librarianship and scholarly communication trends
- (n) Other professional duties as may be assigned by the Chief Information Officer (or equivalent) in consultation with the incumbent.

## **B.1.2 Reference and Information Literacy Instruction Librarian**

This position is responsible to the Chief Information Officer (or equivalent) for the following:

- (a) Coordination and delivery of reference services, information literacy instruction, tours, and workshops
- (b) Evaluation and development of the reference collection
- (c) Assistance with planning, development, and implementation of innovative electronic reference services
- (d) Participation in various library projects, including digitization and preservation initiatives
- (e) Provision of liaison services to one of the Faculties
- (f) Per Article 14.5.1 (a), professional preparation includes but is not limited to pursuit of professional development opportunities
- (g) Per Article 14.5.1 (c), professional attainment includes but is not limited to engagement in research, scholarship, and creative activity
- (h) Per Article 14.5.1 (d), service includes but is not limited to participation in Library Council and representation of the library on professional and scholarly association committees, task forces, work groups, and other entities at the local, regional, and national level as appropriate to position and area of expertise
- (i) Maintaining awareness of new and emerging librarianship trends
- (j) Other professional duties as may be assigned by the Chief Information Officer (or equivalent) through consultation with the incumbent.

## **B.1.3 Metadata and Collection Management Librarian**

This position is responsible to the Chief Information Officer (or equivalent) for the following:

- (a) Creation of original metadata for all physical and electronic resources in all formats and all languages
- (b) Addition to, and optimization of, metadata in records for all resources requiring complex copy cataloguing
- (c) Maintenance of extant metadata
- (d) Establishment and revision of cataloguing and metadata policies and procedures
- (e) Collection management activities
- (f) Coordination of the revision of collection management policies and procedures
- (g) Provision of liaison services to one of the Faculties

- (h) Performing other duties related to metadata and collection management as needed to accomplish the goals of the library and the University, including digitization and preservation initiatives
- (i) Per Article 14.5.1 (a), professional preparation includes but is not limited to pursuit of professional development opportunities
- (j) Per Article 14.5.1 (c), professional attainment includes but is not limited to engagement in research, scholarship, and creative activity
- (k) Per article 14.5.1 (d), service includes but is not limited to participation in Library Council and representation of the library on professional and scholarly association committees, task forces, work groups, and other entities at the local, regional, and national level as appropriate to position and area of expertise
- (l) Maintaining awareness of new and emerging librarianship trends
- (m) Other professional duties as may be assigned by the Chief Information Officer (or equivalent) through consultation with the incumbent.

#### **B.1.4 Systems Librarian**

This position is responsible to the Chief Information Officer (or equivalent) for the following:

- (a) Administering the core library systems
- (b) Monitoring the market regarding implementation of new and emerging library applications and knowledge systems such as next generation library catalogues, aggregated discovery tools, instructional technology, and digital archives
- (c) Coordinating library web development with library, communications, and information technology personnel
- (d) Performing other duties related to library systems as needed to accomplish the goals of the library and the University, including digitization and preservation initiatives
- (e) Provision of liaison services to one of the Faculties
- (f) Per Article 14.5.1 (a), professional preparation includes but is not limited to pursuit of professional development opportunities
- (g) Per Article 14.5.1 (c), professional attainment includes but is not limited to engagement in research, scholarship, and creative activity
- (h) Per Article 14.5.1 (d), service includes but is not limited to participation in Library Council and representation of the library on professional and scholarly association committees, task forces, work groups, and other entities at the local, regional, and national level as appropriate to position and area of expertise
- (i) Maintaining awareness of new and emerging librarianship trends
- (j) Other professional duties as may be assigned by the Chief Information Officer (or equivalent) through consultation with the incumbent.

## **B.1.5 Indigenous Services Librarian**

This position is responsible to the Chief Information Officer (or equivalent) for the following:

- (a) Liaison work including cultivation and sustainment of collaborative relationships with faculty, students, and staff in a manner that strengthens accountability to the Indigenous community and integrates various forms of Indigenous knowledge into library services and programming
- (b) Liaison work including outreach on behalf of the library to Indigenous students and the University community
- (c) Providing reference services and information literacy instruction through an Indigenous perspective
- (d) Participating collaboratively to help decolonize and Indigenize the library, its collections, and its services to integrate Indigenous knowledge systems, perspectives, and world-views
- (e) Participation in various library projects, including digitization, preservation, and research data management initiatives
- (f) Per Article 14.5.1 (a), professional preparation includes but is not limited to pursuit of professional development opportunities
- (g) Per Article 14.5.1 (c), professional attainment includes but is not limited to engagement in research, scholarship, and creative activity
- (h) Per Article 14.5.1 (d), service includes but is not limited to participation in Library Council and representation of the library on professional and scholarly association committees, task forces, work groups, and other entities at the local, regional, and national level as appropriate to position and area of expertise
- (i) Maintaining awareness of new and emerging librarianship trends
- (j) Other professional duties as may be assigned by the Chief Information Officer (or equivalent) through consultation with the incumbent.

## **B.1.6 Subject-Specialist Librarian**

The job description below will be used as a model in developing the job description of a subject-specialist librarian.

This position is responsible to the Chief Information Officer (or equivalent) for the following:

- (a) Cultivation and sustainment of collaborative relationships with faculty, students, and staff in the specific discipline through liaison and reference services
- (b) Collection management in the specific discipline
- (c) Participation in various library projects, including digitization and preservation initiatives

- (d) Per Article 14.5.1 (a), professional preparation includes but is not limited to pursuit of professional development opportunities
- (e) Per Article 14.5.1 (c), professional attainment includes but is not limited to engagement in research, scholarship, and creative activity
- (f) Per Article 14.5.1 (d), service includes but is not limited to participation in Library Council and representation of the library on professional and scholarly association committees, task forces, work groups, and other entities at the local, regional, and national level as appropriate to position and area of expertise
- (g) Maintaining awareness of new and emerging librarianship trends
- (h) Other professional duties as may be assigned by the Chief Information Officer (or equivalent) through consultation with the incumbent.

#### **B.1.6.1 Music Librarian**

This position is responsible to the Chief Information Officer (or equivalent) for the following:

- (a) Serving as the School of Music liaison librarian by cultivating and sustaining collaborative relationships with music faculty, students, and staff, as well as Conservatory and community members
- (b) Provision of library reference activities for the Music specialty
- (c) Collection management activities for the Music specialty
- (d) Developing plans for enhancing Music Library space
- (e) Maintaining awareness of emerging music librarianship trends, technologies, and initiatives and evaluate their usefulness to the local environment
- (f) Participation in various library projects, including digitization and preservation initiatives
- (g) Per Article 14.5.1 (a), professional preparation includes but is not limited to pursuit of professional development opportunities
- (h) Per Article 14.5.1 (c), professional attainment includes but is not limited to engagement in research, scholarship, and creative activity
- (i) Per Article 14.5.1 (d), service includes but is not limited to participation in Library Council and representation of the library on professional and scholarly association committees, task forces, work groups, and other entities at the local, regional, and national level as appropriate to position and area of expertise
- (j) Other professional duties as may be assigned by the Chief Information Officer (or equivalent) through consultation with the incumbent.

## **B.1.7 University Archivist**

This position is responsible to the Chief Information Officer (or equivalent) for the following:

- (a) Administration, acquisition, appraisal, description, and reference functions of the University Archives
- (b) Per Article 14.5.1 (a), professional preparation includes but is not limited to pursuit of professional development opportunities
- (c) Per Article 14.5.1 (c), professional attainment includes but is not limited to engagement in research, scholarship, and creative activity
- (d) Per Article 14.5.1 (d), service includes but is not limited to participation in and representation of the archives on committees, task forces, work groups, and other entities at the local, provincial, and national level as appropriate to position and area of expertise
- (e) Other professional duties as assigned by the Chief Information Officer (or equivalent) through consultation with the incumbent.

This position is responsible to the Office of the President for the following:

- (a) Management of the University Art Collection.

## **B.2 Student Services Positions**

### **B.2.1 Counselling Therapist**

This position is responsible to the Dean of Students for providing counselling and programming appropriate to the Brandon University community as follows:

- (a) Provide individual, couple, family, and group counselling for undergraduate and graduate students
- (b) Respond to client needs for preventative, developmental, and/or therapeutic counselling. Issues might include educational, financial, career/vocational, personal, interpersonal, and social concerns
- (c) Function as a student-centered, independent, responsible professional in accordance with professional codes of ethics and legislation, consulting and collaborating with Student Services personnel and faculty/staff on campus within an inter-professional model
- (d) Respond to mental health emergencies and other related crises, as appropriate
- (e) Provide information to students to facilitate the appropriate use of on-campus and off-campus resources
- (f) Train and supervise student assistants as appropriate

- (g) Respond to requests by members of the campus community for participation in specialized educational activities (e.g., workshops, seminars, clinical supervision of graduate trainees in practicum or internship experiences)
- (h) Collect, maintain, and report on usage data and records of activities
  - (i) Maintain appropriate files as per legislation
  - (j) Engage in research and scholarship activities as per Article 14
- (k) Engage in program development to support student well-being
  - (l) Represent Counselling Therapists on professional and scholarly association committees, task forces, work groups, and other entities at the local, regional, and national level as appropriate to position and area of expertise
- (m) Perform other appropriate duties as may be assigned by the Dean of Students through consultation with the incumbent.

### **B.2.2 Academic Skills Specialist**

This position is responsible to the Dean of Students for providing writing skills, mathematics skills, or learning skills services and programming appropriate to the Brandon University community. The position may include duties as follows:

- (a) Develop, implement, evaluate, and revise academic skills services through appointments with individual students or small groups of students
- (b) Develop, implement, evaluate, and revise academic skills workshops
- (c) Develop, implement, evaluate, and revise academic skills resources
- (d) Train and supervise student assistants as appropriate
- (e) Maintain records of activities and usage data
- (f) Maintain appropriate files as per privacy legislation
- (g) Engage in research and scholarship activities as per Article 14
- (h) Represent Academic Skills Specialists on professional and scholarly association committees, task forces, work groups, and other entities at the local, regional, and national level as appropriate to position and area of expertise
- (i) Perform other appropriate duties as assigned by the Dean of Students through consultation with the incumbent.

### **B.2.3 Student Accessibility Coordinator**

This position is responsible to the Dean of Students and will collaborate closely with the Student Accessibility Specialist. The position may include duties as follows:

- (a) Review documentation, conduct interviews, and determine eligibility for accommodations and supports for students with disabilities
- (b) Identify and implement effective and reasonable accommodations and supports for students with disabilities, according to established policies, guidelines, and best practices
- (c) Communicate with faculty regarding the implementation of accommodations and supports for students with disabilities
- (d) Provide assistance with grant applications from government and other external agencies for services and supports for students with disabilities
- (e) Review relevant legislation and its application to post-secondary sector; assist with policy development and revision as needed
- (f) Research and development of new initiatives and programming including partnerships with other areas on campus and external agencies
- (g) Develop and implement specialized individual and small group programming for students with disabilities in the areas of academic skills and training with assistive technology
- (h) Collaborate with the University community to facilitate access and promote increased understanding of accessibility
  - (i) Collect, maintain, and report on usage data and records of activities
  - (j) Maintain confidential files as per legislation
- (k) Engage in research and scholarship activities as per Article 14
- (l) Represent Student Accessibility Services on professional and scholarly association committees, task forces, work groups, and other entities at the local, regional, and national level as appropriate to position and area of expertise
- (m) Perform such other duties as assigned by the Dean of Students through consultation with the incumbent.

#### **B.2.4 Director, Office of International Activities**

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

- (a) Responsible for maintaining current knowledge of federal and provincial regulations and programs for international students. Will recommend admission policy, procedural program, and/or rule changes to reflect best practices at other Canadian universities

- (b) Responsible for the development and maintenance of the Office of International Activities operating budget
- (c) Direct the English for Academic Purposes (EAP) program. Supervise the Coordinator of International Activities and EAP teachers
- (d) Implement new revenue streams through the development of international partnerships and formalized agreements with foreign institutions
- (e) In collaboration with the Director of Admissions and Awards, admit students conditionally to Brandon University via the English for Academic Purposes program
- (f) Through an understanding of issues, trends, and opportunities, strategically recruit students and agents worldwide, both indirectly and directly, to the University by annually attending fairs and agent workshops and forging articulation agreements with partnering universities that are consistent with the overall enrolment strategy of the University
- (g) Develop and maintain an agent management process
- (h) In collaboration with the Communications Office, Director of Recruitment and Retention, Student Services, and academic Deans, the Director is responsible for creating publications, including an international view book and marketing material that complies and is consistent with Brandon University's strategic marketing and enrolment vision
- (i) Oversee the development, implementation, and evaluation of programs to support, engage, and retain international students
- (j) Establish and promote faculty exchange opportunities
- (k) Work to improve the global experience of domestic and international students by establishing and promoting study abroad opportunities, and work with faculty and academic Deans to globalize student curriculum
- (l) Prepare an annual report of activities for the Dean of Students (or equivalent)
- (m) Provide supports on campus for international students requesting information regarding post-graduate work permits, study permit renewals, permanent residency, and other immigration-related questions
- (n) Collect, maintain, and report on usage data and records of activities
- (o) Represent the Office of International Activities on professional and scholarly association committees, task forces, work groups, and other entities at the local, regional, and national level as appropriate to position and area of expertise
- (p) Perform other appropriate duties as assigned by the Dean of Students through consultation with the incumbent.

## **B.2.5 Student Accessibility Specialist**

This position is responsible to the Dean of Students and will collaborate closely with the Student Accessibility Coordinator. The position includes duties as follows:

- (a) Develop and implement specialized individual and small group programming for students with disabilities in the areas of academic skills and training with assistive technology
- (b) Research, develop, and manage specialized support services for students including note taking, tutoring, alternate format, and test/exam accommodation services according to best practices for students with disabilities
- (c) Hire and train student assistants
- (d) Collaborate with the Student Accessibility Coordinator (SAC) as needed
- (e) Collaborate with the SAC in the development of programs and initiatives for students with disabilities
- (f) Collaborate with the University community to facilitate access and promote an increased understanding of accessibility
- (g) Collect, maintain, and report on usage data and records of activities
- (h) Engage in research and scholarship activities as per Article [14](#)
- (i) Represent Student Accessibility Services on professional and scholarly association committees, task forces, work groups, and other entities at the local, regional, and national level as appropriate to position and area of expertise
- (j) Maintain confidential files as per legislation
- (k) Perform other appropriate duties as assigned by the Dean of Students through consultation with the incumbent.

## **B.3 Project Positions**

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

This position reports to the Dean of Education through the Director of the Indigenous Teachers Education Program (PENT) and Community-Based Education (CBE). The position may include duties as follows:

- (a) Assisting CBE faculty and staff in scheduling course offerings for current and future Program delivery
- (b) Managing the CBE Centre. Responsibilities include support for instructors and for all course resource needs, monitoring daily/weekly attendance, and maintenance of IT services

- (c) Maintaining student records
- (d) Administering student registrations
- (e) Course instruction in the Program as required (up to nine (9) credits)
- (f) Liaison with CBE personnel, sponsoring agencies, and school divisions
- (g) Assisting in securing, networking, and managing field experience opportunities for the Program
- (h) Assisting in the recruitment and retention of students for the Program
  - (i) Academic advising and counselling of all students at the Centre, including new Program intakes
  - (j) Assisting in implementing a Study Skills program.

### **B.3.2 Director, Indigenous Teachers Education Program (PENT) and Community-Based Education (CBE)**

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

- (a) Administration of the Program, including daily operations and contractual agreements
- (b) Recommending employment and termination of employment of all faculty and support staff in the Program
- (c) Supervision of personnel; personnel relations within the Program
- (d) Developing and implementing operational policies/procedures
- (e) Budget submissions and expenditures
- (f) Program planning and delivery
- (g) Supervision of field experience
- (h) Liaison with government and its agencies, local agencies and authorities, communities and school officials, and students
  - (i) Teaching up to twelve (12) credit hours
  - (j) Such other appropriate duties as assigned by the Dean of Education through consultation with the incumbent.

### **B.4 Learning Technology Specialist**

This position reports to the Provost. The position may include duties as follows:

- (a) Maintain the learning management systems (LMS) including updating the look and style to be consistent with accessibility standards

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

## **B.5 Director, Rural Development Institute**

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

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

- (j) Develop, coordinate, and submit funding requests to appropriate external bodies to ensure the ongoing success of the Institute and negotiate contracts and external funders for Institute activities
- (k) Develop, coordinate, and submit annual budget requests and their accompanying rationale
- (l) Effectively oversee annual budgets and externally funded initiatives
- (m) Carry out other responsibilities as reasonably requested by the Dean of Arts through consultation with the incumbent.

## **B.6 Director, Centre for Teaching, Learning and Technology (CTLT)**

For the purposes of their Director responsibilities, this position is responsible to the Provost (or designate). The position may include duties as follows:

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

## **B.7 Director, Centre for Applied Research and Education in Indigenous, Rural, and Remote Settings (BU CARES)**

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

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

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

## **B.8 Co-operative (Co-op) Program Coordinator**

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

- (a) Promote Brandon University, its community, programs, faculty, and students
- (b) Work strategically to grow the co-op program and develop new experiential-learning opportunities that meet both student and industry needs
- (c) Contribute to the strategic marketing placement plan for co-operative education as a whole
- (d) Manage all administrative program requirements including but not limited to course calendar requirements, provincial and federal co-operative education registries, program manuals and policies, website content, and admissions processes

- (e) Market the co-op program to current and potential companies and employers in person through meetings and presentations, by telephone, in writing, by email, by attending trade shows and career fairs, and by designing and distributing promotional material
- (f) Act as the primary recruiting contact for new and existing employers (hiring managers and human resource professionals), which includes guiding employer partners through the co-op recruiting process
- (g) Establish and sustain positive client communication to ensure a positive recruiting experience and returning clients
- (h) Actively promote Brandon University co-operative education and experiential learning programs to encourage new students to participate in optional work-study programs; conduct this promotional activity in person, in writing (email, letters, brochures, published articles), arranging and conducting class visits, information sessions, social media, as well as using student ambassadors to promote these programs to their peers
- (i) Provide students with information regarding program admissions process as well as general and Department-specific eligibility criteria
- (j) Complete co-op admissions
- (k) Facilitate the eight (8) week professional development series to co-op students as well as other job search and career-related workshops
- (l) Provide one-on-one student support to review resumes and cover letters, as well as interview preparation, career guidance, and program support before, during, and after work terms
- (m) Work with University, community, and employers to develop networking opportunities for co-op students
- (n) Provide employers and faculty with information including, but not limited to, statistical reports, market trends, average and reasonable salary expectations for a variety of jobs and employment sectors, recruitment consulting, new program development (undergraduate and graduate) as needed
- (o) Represent BU at off-campus events, such as business dinners and trade fairs
- (p) Provide feedback, including statistical information, to Faculties about the academic programs
- (q) Work with other co-operative education offices and associations to remain current on co-op and experiential learning best practices, government and industry-related initiatives, as well as updates for student and employer funding and award opportunities
- (r) Complete special projects on an as-needed basis
- (s) Work closely with academic Departments to update and administer program-specific admissions requirements, add new programs to co-op offerings, as well as consult them during student evaluations and work term approvals (as needed).

## **B.9 Research Facilitator of the Centre for Critical Studies of Rural Mental Health and the Faculty of Health Studies**

For the purposes of their facilitator duties to the Centre, they shall be responsible to the Vice-President (Research) through the Director of the Centre. For the purposes of their facilitator duties to the Faculty, they shall report to the Dean of Health Studies. Duties and responsibilities of the position include the following:

- (a) Developing strategic plans for the Centre along with the Executive Team of the Centre
- (b) Developing networks between the Centre, Health Studies researchers, Brandon University faculty, and research centers/institutes internal and external to the University
- (c) Promoting internal communication with faculty members on matters pertaining to rural mental health research
- (d) Communicating with and establishing relationships with funding agencies
- (e) Seeking out new research funding opportunities
- (f) Developing relationships/partnerships within the community to promote research that is responsive to the community
- (g) Providing relevant training to support faculty in applying for grants and in completing research activities
- (h) Providing process support to faculty in applying for grants and achieving research objectives (e.g., literature searches, assistance in completion of grant forms, assistance with ethics—whether BU ethics or external agency ethics)
- (i) Supporting research faculty in disseminating research (e.g., assistance with publication, oral or poster presentations)
- (j) Overseeing the operation of the Centre and Health Studies Research Office
- (k) Hiring and training research assistants
- (l) Participating in the orientation and mentorship of new Health Studies faculty
- (m) Assisting graduate students in their pursuit of scholarly activities
- (n) Overseeing the development of reports, policy briefs, and fact sheets for the Centre
- (o) Performing other duties as may be assigned by the Vice-President (Research) or by the Dean of Health Studies in consultation with the incumbent.

## **B.10 Professional Associate, Geology and Northern Manitoba Mining Academy**

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

- (a) The standard teaching assignment of this position is twelve (12) credit hours, including the Geology Field School in Flin Flon
- (b) Supervise undergraduate and graduate students
- (c) Contribute to the efforts of development, administration, and promotion of the Northern Manitoba Mining Academy (NMMA)
- (d) Promote partnerships between the NMMA and the mining industry, Brandon University, and other universities
- (e) Conduct research outreach and duties on behalf of the NMMA
- (f) Carry out duties for the NMMA as determined by the Academy in accordance with the agreement between the NMMA, University College of the North, and Brandon University
- (g) Such other appropriate duties as may be assigned by the Dean and as recommended by the Department through consultation with the incumbent.

# Appendix C: Job Descriptions of Instructional Associate Positions

These job descriptions may be amended from time to time by the Employer after consultation with, and the approval of, the incumbent and the Union (such approval shall not be unreasonably withheld). Job descriptions for new positions shall be included in the Collective Agreement when they have been approved by the Employer and prior to candidate interviews.

## C.1 Science Positions

The Instructional Associates are academically responsible to the Department, through its Chair, and administratively responsible to the Dean.

### C.1.1 Instructional Associate in Biology (Introductory emphasis)

- (a) Assist with and/or instruct Biology course laboratories, as determined by the Dean and as recommended by the Department. Responsible for the organization, instruction, and assessment of student performance in laboratories in the following Biology courses: 15:162 and 15:163, or their equivalent. Duties include, but are not limited to, updating and revising lab material in consultation with the course instructor, weekly preparation of laboratories, preparation of answer keys, grading of laboratory assignments, maintenance of laboratory records, setting and marking laboratory tests, and some assistance in invigilating and marking of 15:162 and 15:163 examinations
- (b) The standard teaching assignment of this position, as per Article [20.3.2 \(d\)](#), is ten (10) laboratory sections ranging from seven and one-half (7.5) to fifteen (15) credit hours of laboratory instruction depending on the availability of student assistants, and normally zero (0) credit hours of course instruction per academic year
- (c) Supervise and train graduate teaching assistant(s) and undergraduate student assistant(s) for 15:162 and 15:163, dishwashing, and the greenhouse
- (d) Assist in ordering supplies and/or preparation for other Biology labs, namely 15:261, 15:262, 15:282, 15:269, 15:371, 15:467, 15:480, or their equivalent
- (e) Order and receive Departmental supplies and equipment in cooperation with other Biology IAs

- (f) Maintain and store Departmental equipment and supplies in cooperation with other Biology IAs
- (g) Maintain Departmental teaching inventories in cooperation with other Biology IAs
- (h) Maintain teaching-related biological collections in the Department
- (i) Such other appropriate duties as may be assigned by the Dean and as recommended by the Department through consultation with the incumbent.

### **C.1.2 Instructional Associate in Biology (Laboratory emphasis)**

- (a) Assist with and/or instruct Biology courses laboratories, as determined by the Dean and as recommended by the Department. The standard teaching assignment of this position as per Article [20.3.2 \(d\)](#) is three (3) to six (6) credit hours of laboratory instruction and zero (0) to four (4) credit hours of course instruction (typically in the areas of microbiology, genetics, evolution, and cell and molecular biology) per academic year
- (b) The Department, in consultation with the incumbent, may adjust the allocation of laboratory and course instruction from year to year within the maximum total ten (10) credit hours; however, the normal number of labs for this position is between two (2) and five (5) per week (see [20.5.7](#))
- (c) Instruct Biology courses and supervise topics/honours students, as determined by the Department in consultation with the incumbent
- (d) Conduct student advising in consultation with the Department
- (e) Assist in ordering supplies and/or preparation of Biology Laboratories: 15:171, 15:172, 15:267, 15:361, 15:363, 15:366, or their equivalent
- (f) Order and receive Departmental supplies in cooperation with the other Biology IAs
- (g) Maintain and store equipment and supplies in cooperation with the other Biology IAs
- (h) Maintain teaching-related biological collections in the Biology Department
- (i) Maintain the Departmental accounts and financial records in consultation with the Chair as per Article [21.3](#)
- (j) Serve as the Department's representative for Workplace Hazardous Materials Information System 2015 (WHMIS 2015), or as revised, on campus
- (k) Supervise and train graduate teaching assistants and undergraduate student assistants for relevant courses taught
- (l) Such other appropriate duties as may be assigned by the Dean and as recommended by the Department through consultation with the incumbent (e.g., serving on committees such as the Brandon University Biosafety Committee).

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

- (a) Operate and maintain the Vivarium including care and health of the animals, ordering, storage, and maintenance of equipment and supplies, maintaining cleanliness of facility, ordering of animals for research and teaching laboratories, record keeping, developing and updating Standard Operating Procedures (SOPs)
- (b) Serve on the Brandon University Animal Care Committee (BUACC)
- (c) May serve as the IA representative on the Brandon University Biosafety Committee (BUBC)
- (d) Provide occasional assistance in preparation of Biology laboratories as may be assigned by the Department through consultation with the incumbent: 15:162, 15:163, 15:282, 15:369 and 15:480, or their equivalent
- (e) Assist with and/or instruct Biology course laboratories, as determined by the Dean and as recommended by the Department; however, the standard teaching assignment of this position, as per Article 20.3.2 (d), is zero (0) credit hours of lab instruction and zero (0) credit hours of course instruction per academic year
- (f) Such other appropriate duties as may be assigned by the Dean and as recommended by the Department through consultation with the incumbent and in cooperation with other IAs.

### C.1.4 Instructional Associate in Chemistry

- (a) Assist with and/or instruct first-year Chemistry course laboratories (in General Chemistry I — 18:160, and General Chemistry II — 18:170, or their equivalent), as determined by the Dean and as recommended by the Department. Duties include, but are not limited to, preparation of laboratory materials and manuals, preparation of laboratory report marking guides and answer keys, hiring and supervision of student laboratory assistants and laboratory report markers, and maintenance of laboratory class records
- (b) The standard teaching assignment of this position, as per Articles 20.3.2 and 20.5.7, is thirteen and one-half (13.5) credit hours of laboratory instruction per academic year; five (5) laboratory sections of 18:160 with supervised student assistants ( $5 \times 3.0 \times 1/2 = 7.5$  credit hours) and four (4) laboratory sections of 18:170 with supervised student assistants ( $4 \times 3.0 \times 1/2 = 6.0$  credit hours)
- (c) Coordinate Computer-Assisted Personalized Assignments (CAPA) for 18:160 and 18:170 courses, and maintenance of student assignment records
- (d) Operate and maintain chemical storerooms, including ordering of Departmental supplies and equipment
- (e) Restock the main chemical storeroom with solvents and supply other materials needed for Departmental laboratories
- (f) Arrange for required maintenance of Departmental teaching facilities and equipment

- (g) Maintain Departmental accounts and financial records in consultation with the Chair as per Article [21.3](#)
- (h) Provide technical assistance to faculty members in their research programs in consultation with the Department
- (i) Serve as the Department's representative for Workplace Hazardous Materials Information System 2015 (WHMIS 2015), or as revised, on campus
- (j) Other duties as may be assigned by the Dean and as recommended by the Department and through consultation with the incumbent include advising students, participation in chemistry outreach programs, and providing technical assistance in senior labs.

### **C.1.5 Instructional Associate in Chemistry/Mathematics/Physics**

- (a) Instruct the two-term Chemistry course 18:090 — Introduction to Chemistry, or its equivalent, including sole responsibility for one (1), two and one-half (2.5) hour per week laboratory section per term. If a second laboratory section is warranted, it will be run by a graduate teaching assistant or senior student, trained by the Instructional Associate, but unsupervised
- (b) Instruct the two-term Physics course 74:090 — Elementary Concepts in Physics, or its equivalent
- (c) Instruct the two-term course 62:090 — Basic Mathematics, or its equivalent, including instruction of three (3) hours of laboratory per week with laboratory assistant(s) both terms
- (d) Instruct the one-term Mathematics course 62:091 — Core Mathematics, or its equivalent, including instruction of three (3) hours of laboratories with a laboratory assistant. This course runs concurrently with the first half of Basic Math. This course adds zero (0) credit hours of teaching workload because 62:091 is the first half of the Basic Math course. It is offered in the same slot and room and has the same lab time and room as the Basic Mathematics course, in first term
- (e) The standard teaching assignment of this position, as per Article [20.5.7](#), is twenty-four (24) credit hours per academic year
- (f) Such other appropriate duties as may be assigned by the Dean through consultation with the Departments and with the incumbent.

### **C.1.6 Instructional Associate in Geography**

- (a) Assist with and/or instruct Geography course laboratories, as determined by the Dean and as recommended by the Department. Responsible for the organization, instruction, and assessment of student performance in laboratories in the following Geography courses: 38:170; 38:286; 38:353; 38:376, or their equivalent. This corresponds to a

standard teaching assignment that may range from nine (9) to twelve (12) credit hours in laboratories per academic year (calculated per Article [20.5.7](#)) and depends on actual course laboratory offerings in a given academic year

- (b) May assist with and/or instruct Geography courses as recommended by the Department, however, the standard teaching assignment for instruction of Geography courses resulting from lecture contact hours is zero (0) credit hours
- (c) Prepare cartographic materials (maps, diagrams, etc.) for faculty research and classroom use
- (d) Provide technical assistance to faculty members in their research programs as determined by the Department
- (e) Procure, organize, and maintain (i) the Topographic Maps and Map Library, and (ii) the Air Photos and Air Photo Library
- (f) Prepare or provide outreach to and training for BU staff and students with regard to the Map Library materials, and serve as Departmental contact with the main library
- (g) Order, administer, and maintain Departmental lab computer hardware and software
- (h) Order, store, and maintain Departmental equipment and supplies
  - (i) Maintain and update Departmental web page, in consultation with the Chair
  - (j) Maintain Departmental accounts and financial records, in consultation with the Chair as per Article [21.3](#)
- (k) Serve as the Department's representative for Workplace Hazardous Materials Information System 2015 (WHMIS 2015), or as revised, on campus, and
- (l) Such other appropriate duties as may be assigned by the Dean and as recommended by the Department through consultation with the incumbent.

### **C.1.7 Instructional Associate in Geology**

- (a) Assist with and/or instruct first-year Geology laboratories (42:160 and 42:161, or their equivalent) as determined by the Dean and as recommended by the Department. The standard teaching assignment is four and one-half (4.5) credit hours to six (6) credit hours per academic year and is dependent on the actual course laboratory offerings in a given academic year, including preparation of laboratories, supervision of laboratory assistants, preparation of marking sheets and answer keys, grading of lab assignments, preparation and grading of laboratory exams, and maintenance of laboratory records
- (b) Provide undergraduate instruction in a variety of second (2<sup>nd</sup>) to fourth (4<sup>th</sup>) year Geology laboratories 42:282, 42:283, and 42:466, or their equivalent, (3.75 credit hours)
- (c) Provide undergraduate instruction in up to two (2) Geology courses 42:283 (lectures) and shared delivery of 42:333, the Field Geology course, or their equivalent, (six (6) credit hours). The classes and labs listed in (a), (b), and (c) correspond to a standard

teaching assignment that may range from 11.25 to 15.75 credit hours per academic year (calculated per Article 20.5.7) and depends on actual course laboratory offerings in a given academic year

- (d) Act as curator of the Departmental teaching collections of minerals, rocks, ore specimens, and paleontology specimens, including teaching kits for loan to teachers in south-western Manitoba and Education students
- (e) Prepare specimens for teaching
- (f) Prepare and maintain Geology displays and promotional material, in consultation with the Chair
- (g) Arrange for repair and maintenance of Departmental teaching equipment as required
- (h) Purchase equipment and supplies for the Department and maintain Departmental accounts and financial records, in consultation with the Chair as per Article 21.3
- (i) Provide technical assistance and specimen preparation to faculty for their research in consultation with the Department
- (j) Maintain and update the Geology web page, in consultation with the Chair
- (k) Serve as the Department's representative for Workplace Hazardous Material Information System 2015 (WHMIS 2015), or as revised, on campus
- (l) Such other appropriate duties as may be assigned by the Dean and as recommended by the Department through consultation with the incumbent.

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

This position is academically responsible to the Department, through its Chair, and administratively responsible to the Dean of Science.

- (a) Operate and maintain analytical equipment, primarily the analytical scanning electron microscope, but also other research equipment (e.g., scanning electron microscope (SEM) and XRD/XRF instruments) in Geology
- (b) Provide assistance in research projects and assist and collaborate with internal and external research partners as determined by the Department
- (c) Develop and execute the laboratory business plan and contact and liaise with external industry, government, and academic users
- (d) Supervise all work in the laboratory and train all users of the laboratory equipment
- (e) Affirm the integrity of results from the scanning electron microscope (SEM) and XRD/XRF instruments
- (f) Develop a public relations plan and advertising strategy for the laboratory in consultation with the Chair

- (g) Provide up to four (4) credit hours of instruction in Geology for 42:499 and 42:449
- (h) Such other appropriate duties as may be assigned by the Dean and as recommended by the Department through consultation with the incumbent.

### **C.1.9 Instructional Associate in Mathematics and Computer Science**

- (a) Assist with course laboratories in 62:152 – Contemporary Math; 62:160 – Computer Science I; 62:161 – Computer Science II; 62:171 – Introduction to Statistics; 62:172 – Introduction to Statistical Inference; 62:181 – Calculus I; 62:182 – Linear Algebra I; and 62:191 – Calculus II, or their equivalent
- (b) The standard teaching assignment of this position, as per Article [20.3.2](#), is eight (8) to twelve (12) credit hours of laboratory instruction per academic year, calculated as per Article [20.5.7](#) and dependent on actual course laboratory offerings in a given academic year. The number of labs is from ten (10) to twelve (12) per academic year
- (c) Hire and supervise markers and laboratory assistants for the Department
- (d) Hire and supervise laboratory advisor for math study hall
- (e) Assist with senior labs as required
- (f) Administer and supervise tests for courses listed above
- (g) Prepare marking sheets, marker notes, and answer keys for first-year courses when necessary and upon agreement with individual faculty members
- (h) Arrange for tests to be marked and maintain mark records for courses listed above
  - (i) Post and keep regular office hours for each academic term
  - (j) Liaise with Information Technology Services
- (k) Serve as the Department's representative for Workplace Hazardous Materials Information System 2015 (WHMIS 2015), or as revised, on campus
- (l) Provide such technical support for research and course development as required that may be assigned by the Dean through consultation with the Department and the incumbent
- (m) Arrange for repair and maintenance of Departmental teaching equipment
- (n) Maintain the Departmental accounts and financial records, in consultation with the Chair as per Article [21.3](#)
- (o) Maintain and update the Departmental web page, in consultation with the Chair, and
- (p) Such other appropriate duties as may be assigned by the Dean and as recommended by the Department through consultation with the incumbent.

### **C.1.10 Instructional Associate in Physics and Astronomy**

- (a) Assist with the second-year courses, Electricity and Magnetism, Optics, and Modern Physics courses (0.75 credit hours for each for a total of 2.25 credit hours), or their equivalent, including set-up and maintenance of all equipment, laboratory instruction of students, laboratory scheduling, and training of student demonstrators as necessary
- (b) Instruct the lecture and laboratory third-year course, Electronics (three (3) credit hours for lectures and one and one-half (1.5) for laboratory). The normal teaching assignment is six and three-quarters (6.75) credit hours of which three (3) credit hours is teaching and three and three-quarters (3.75) credit hours is laboratory, as described in (a) and (b)
- (c) Prepare manuals for existing and new laboratories
- (d) Maintain equipment for the first-year courses, General Physics I and II, Foundations of Physics I and II, and Elementary Concepts of Physics; the second-year course Computational Physics; and the third-year course, Advanced Physics Laboratory, or their equivalent
- (e) Maintain, install, and configure Department research equipment and high-performance cluster computing facilities and classroom demonstrations
- (f) Maintain, install, and configure student computing lab
- (g) Order equipment used for student labs and faculty research
- (h) Serve as the Department's representative for Workplace Hazardous Materials Information System 2015 (WHMIS 2015), or as revised, on campus
  - (i) Assist and advise on technical issues for NMR laboratory
  - (j) Monitor Departmental budget, in consultation with the Chair
- (k) Such other appropriate duties as assigned by the Dean and as recommended by the Department through consultation with the incumbent.

### **C.1.11 Instructional Associate in Psychology**

- (a) Instruct Psychology courses as determined by the Dean and as recommended by the Department in consultation with the incumbent. The standard teaching assignment for this position, as per Article [20.3.2](#), is up to six (6) credit hours of classroom instruction and may include 82:160 and 82:161, or their equivalent
- (b) Support first-year courses, including the following:
  1. Develop and maintain course pages for learning assistance and quiz completion for 82:160 and 82:161 through online learning management systems (e.g., Moodle)
  2. Attend each section of 82:160 and 82:161 to provide students with information on class resources and enrolment keys for electronic support services

3. Prepare and administer test and exam reviews for all sections of 82:160 and 82:161 in consultation with the course instructors, and in other courses as determined by the Department in consultation with the incumbent
  4. Schedule review sessions for students in 82:160 and 82:161, and in other courses as determined by the Department in consultation with the incumbent
  5. Administer quizzes for all sections of 82:160 and 82:161 through online learning management systems (e.g., Moodle), including preparing quiz items, setting the open and closed time frames for each course section, and maintaining class records
  6. Proctor exams and tests for Psychology courses as determined by the Department
- (c) Aid Psychology students in the development and enhancement of scientific writing skills and scientific database search strategies
  - (d) Prepare and provide training to Psychology students with regards to APA style for all second-, third-, and fourth-year courses
  - (e) Carry out lab instruction for basic data analyses in 82:250 and 82:251 and support instructors during lab sessions throughout the semester
  - (f) Post and keep regular office hours for each academic term as approved by the Department. Office hours are intended for one-on-one student interactions or group sessions with students
  - (g) Complete such other appropriate duties as may be assigned by the Dean and as recommended by the Department through consultation with the incumbent.

## C.2 Health Studies

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

### C.2.1 Instructional Associates in Nursing

Teaching Duties:

- (a) Provides direct and indirect clinical supervision and evaluation of undergraduate students in laboratory and clinical courses
- (b) Prepares skills laboratories, including set-up and take down of equipment
- (c) Works collaboratively with nursing faculty to develop, implement, and evaluate simulated undergraduate learning experiences in high, medium, and low fidelity laboratories
- (d) Assists and/or provides course instruction in Health Studies courses as per Article 14 and Article 20.3.2

- (e) Normal standard teaching assignment is twenty-one (21) credit hours of combined lecture, laboratory, and practica. Workload includes a combination of teaching and other duties as defined below; the normal standard teaching assignment may be adjusted upwards or downwards depending upon the substance of these other duties, or according to the various criteria established in Article [20.4.1](#) and [20.4.2](#), as recommended by the Department and assigned by the Dean.

Other Duties:

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

## **C.2.2 Instructional Associates in Psychiatric Nursing**

Teaching Duties:

- (a) Laboratory planning, preparation, teaching, and evaluation
- (b) Facilitation of open lab times on a regular and as-needed basis
- (c) Works collaboratively with academic faculty to develop, implement, and evaluate simulated learning experiences in high, medium, and low fidelity laboratories
- (d) Assists and/or provides course instruction in Health Studies courses as per Article [14](#) and Article [20.3.2](#)
- (e) Provides direct and indirect clinical supervision and evaluation of undergraduate students in laboratory and clinical courses
- (f) Submits documentation related to student performance to course instructor for grade allocation
- (g) Normal standard teaching assignment is twenty-one (21) credit hours of combined lecture, laboratory, and practica. Workload includes a combination of teaching and other

duties as defined below; the normal standard teaching assignment may be adjusted upwards or downwards depending upon the substance of these other duties, or according to the various criteria established in Article [20.4.1](#) and [20.4.2](#), as recommended by the Department and assigned by the Dean.

Other Duties:

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

# Appendix D: Job Descriptions of Administrative Associate Positions

These job descriptions may be amended from time to time by the Employer after consultation with, and the approval of, the incumbent and the Union (such approval shall not be unreasonably withheld). Job descriptions for new positions shall be included in this Collective Agreement when they have been approved by the Employer and prior to candidate interviews.

## D.1 Student Services

### D.1.1 Career Planning and Placement Officer

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

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

## **D.1.2 Indigenous Student Transition Program Coordinator**

This position is responsible to the Director, Indigenous Peoples' Centre for the provision of leadership and directives regarding current and new initiatives of Ishokode Saakaykateh, the Fire is Lit (Al and Bee Wagner) Indigenous Student Transition Program. This position will consult with Knowledge Keepers, education counsellors, Student Services, and communities as appropriate. The position aims to enhance access to and success at Brandon University for these learners.

The position includes duties as follows:

- (a) In collaboration with the Director and Knowledge Keepers, determine the direction and long-term objectives of the Program and develop a strategic plan
- (b) Coordinate the design, delivery, and evaluation of the program in response to academic programming and student needs
- (c) Facilitate and coordinate the admission and registration procedures and policies for the program
- (d) Produce reports relating to the evaluative aspects of the program
- (e) Evaluate the suitability of and academic support required for the program's applicants based on an assessment of their application to the program
- (f) Monitor and report overall student progress throughout each semester
- (g) In consultation with the Director, Indigenous Peoples Centre and the Communications Office, develop, maintain, and approve all advertisements and promotional material and/or information related to the program
- (h) Recruit students into the program via on-campus and off-campus presentations, information fairs, open houses, conferences, etc.
- (i) Represent the program on internal and external committees and agencies as needed
- (j) Provide information about and make referrals to appropriate resources both on and off campus
- (k) Provide first-year academic advising to direct entry students who have been admitted into the program
- (l) Such other appropriate duties as assigned by the Director, Indigenous Peoples' Centre through consultation with the incumbent.

### **D.1.3 Academic Advisor**

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

- (a) Support students in identifying and pursuing their academic goals
- (b) Provide individual and group assistance to current and prospective students regarding degree options, requirements, and progress; use of advising resources; university policies and processes; course planning and registration; and academic standing
- (c) Communicate with current and prospective students through various means, including on-campus appointments, phone contacts, chat appointments, and email
- (d) Develop, implement, and revise programs and resources for academic advising of new and returning students
- (e) Make referrals to, consult with, and liaise with other Brandon University offices and Departments as well as community resources
- (f) Promote advising through participation in Student Services and Brandon University programming and events
- (g) Provide, at students' requests, letters of support and documentation of academic progress to internal committees and external agencies
- (h) Collect, maintain, and report on usage data and records of activities for student access to academic advising
- (i) Maintain appropriate files as per legislation
- (j) Perform other appropriate duties as assigned by the Dean of Students through consultation with the incumbent.

### **D.1.4 Learning Skills Associate**

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

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

### **D.1.5 Writing Skills Associate—Academic Skills Center**

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

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

### **D.1.6 Student Success Officer**

This position reports to the Director, Recruitment and Retention. The position may include duties as follows:

- (a) The development and delivery of the University's domestic off-campus recruitment campaign
- (b) Coordinate and participate in career symposiums, in-school recruitment presentations and career fairs, and extended travel with recognized recruiting organizations
- (c) Develop and deliver the University's domestic on-campus recruitment campaign (e.g., Student for a Day program, campus tours, and larger campus events)
- (d) Meet with domestic prospective students and parents about programs, services, and application procedures at Brandon University
- (e) Provide and deliver accurate information and advice to domestic students by keeping informed of all relevant University programs, policies, and procedures
- (f) Develop and implement domestic conversion strategies (e.g., calling campaigns, school re-visits, pre-orientation)
- (g) Provide direct support for transition to University initiatives (e.g., orientation and student leader programs)
- (h) Participate in first-year advising, including scheduled meetings with students for first-year advising appointments
- (i) Provide direct support for the University retention initiatives
- (j) Train and supervise student assistants as appropriate, including those in the student recruitment and retention assistant role and student leader program
- (k) Collect, maintain, and report on usage data and records of activities

- (l) Maintain appropriate files as per legislation
- (m) Perform other appropriate duties as assigned by the Director of Recruitment and Retention through consultation with the incumbent.

### **D.1.7 Student Engagement Officer**

This position reports to the Director, Recruitment and Retention. The position may include duties as follows:

- (a) Collaborate with faculty to assist in the development of success-based programming to enhance academic performance in courses where students experience high failure rates
- (b) Collect, maintain, and report on usage data and records of activities
- (c) Participate in the development, maintenance, and assessment of first-year transition programming in collaboration with relevant stakeholders
- (d) Facilitate the development of initiatives to enhance student engagement opportunities on campus in collaborations with relevant stakeholders
- (e) Conduct environmental scanning and planning suggestions on other programs and services which will enhance student engagement and success at Brandon University
- (f) Complete program evaluation of enrolment impacts as a result of newly developed programs
- (g) Maintain appropriate files as per legislation
- (h) Provide information about and make referrals to appropriate resources both on and off campus
- (i) Perform other appropriate duties as may be assigned by the Director, Recruitment and Retention through consultation with the incumbent.

### **D.1.8 Prior Learning Assessment and Recognition Coordinator**

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

- (a) Promote awareness and understanding of PLAR principles and policies among faculty, staff, students, and prospective students
- (b) Serve as a resource to Departments and Faculties regarding the integration and application of PLAR to courses and programs
- (c) Serve as a resource to students seeking credit through PLAR
- (d) Recommend to the appropriate units and bodies such policies, procedures, and practices as will enhance the delivery of PLAR services

- (e) Collect administrative and program statistics relevant to the development and assessment of PLAR services
- (f) Such other appropriate duties as assigned by the University Registrar through consultation with the incumbent.

### **D.1.9 Indigenous Student Success Officer**

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

- (a) Provide and deliver accurate information and advice to students by keeping informed of all relevant University policies and procedures
- (b) Provide direct support for transition to University initiatives (e.g., advising, orientation, etc.)
- (c) Provide direct support for the University's retention initiatives (e.g., Success1, Early Alert, etc.)
- (d) Plan programs and services in the areas of outreach, orientation, holistic and developmental advising
- (e) Provide academic assistance (e.g., coordinating the access to tutors, Elders or Knowledge Keepers, or academic workshops)
- (f) Provide information about and make referrals to appropriate resources both on and off campus
- (g) Collect, maintain, and report on usage data and records of activities
- (h) Maintain appropriate files as per legislation
- (i) Perform other appropriate duties as assigned by the Director, Indigenous Peoples' Centre through consultation with the incumbent.

### **D.1.10 Student Accessibility Associate**

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

- (a) Provide specialized individual and small group assistance to students with disabilities in the areas of academic skills and training with assistive technology
- (b) Recruit, train, and manage specialized note taking, tutoring, alternate format and test/exam accommodation services
- (c) Assist in the hiring and training of student assistants

- (d) Promote awareness of accessibility and disability issues to the campus community
- (e) Collect appropriate records and maintain program statistics
- (f) Maintain confidential files and records of activities
- (g) Such other duties as may be assigned by the Dean of Students through consultation with the incumbent.

### **D.1.11 Indigenous Recruitment and Transition Officer**

This position reports to the Director, Recruitment & Retention. The position may include duties as follows:

- (a) Participate in the development and delivery of the University's off-campus and on-campus recruitment campaign, focusing primarily on Indigenous students
- (b) Serve as a contact between middle-years schools, secondary schools, adult learning centres, and the University, including attending relevant school and community events
- (c) Participate in recruitment travel and planning, including but not limited to the Manitoba Indigenous recruitment group
- (d) Create and maintain relationships with Indigenous communities, students, and funders
- (e) Provide positive programming and experiences on the Brandon University campus for visiting Indigenous students
- (f) Provide and deliver information about programs and services to students while being informed of changes and updates
- (g) Participate in transition to University initiatives (e.g., first-year advising, orientation, etc.) and provide direct support for the University's retention programming and events
- (h) Train and supervise student assistants as appropriate, including those in student ambassador and peer-mentoring roles
- (i) Make referrals to, consult with, and liaise with other Brandon University offices and Departments as well as community resources
- (j) Collect, maintain, and report on usage data and records of activities
- (k) Perform other appropriate duties as may be assigned by the Director, Recruitment & Retention through consultation with the incumbent.

## **D.2 Health Studies**

### **D.2.1 Administrative Associate, Health Studies**

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

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

### **D.2.2 Student Advisor, Health Studies**

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

- (a) Participate in the development and implementation of pre-enrolment and ongoing advising programs to assist students with academic, personal, social, vocational, and financial concerns
- (b) Provide information about and undertake referral counselling to appropriate resources both on and off campus

- (c) Serve as an advocate for students and groups of students
- (d) Participate in the development, maintenance, and assessment of student support systems and programs
- (e) Plan and conduct orientation sessions for Pre-Nursing/Pre-Psychiatric Nursing students and for students entering Year 2 of the Bachelor of Nursing/Bachelor of Psychiatric Nursing programs
- (f) Review applicants for admission to the Bachelor of Nursing/Bachelor of Psychiatric Nursing programs. Calculate admission GPA of applicants and ensure admission requirements are met in preparation for Admissions Committee meeting
- (g) Maintain student immunizations and CPR records to ensure compliance with Department of Nursing/Department of Psychiatric Nursing regulations
- (h) Participate in recruitment activities/public speaking sessions and maintain promotional program materials to promote the Bachelor of Nursing/Bachelor of Psychiatric Nursing programs
- (i) Perform public relations duties for the Department of Nursing/Department of Psychiatric Nursing within the University and within the community and surrounding area
- (j) Perform such other duties as may be assigned by the Dean of the Faculty of Health Studies through consultation with the incumbent.

### **D.2.3 Coordinator, Indigenous Health Studies Transition Initiative**

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

- (a) Coordinate the development and implementation of the Indigenous Health Studies Transition (IHST) initiative
- (b) Participate in the development and implementation of pre-enrolment and ongoing advising to assist students with academic, personal, social, vocational, and financial concerns
- (c) Provide information about and undertake referral counselling to appropriate resources both on and off campus
- (d) Serve as an advocate for students and groups of students
- (e) Participate in the development, maintenance, and assessment of student support systems and programs
- (f) Plan and conduct orientation sessions for IHST students
- (g) Review applicants for admission to the IHST
- (h) Maintain student records

- (i) Participate in recruitment, public speaking, public relation activities, and develop promotional materials to promote the IHST initiative
- (j) Serve as a liaison with Indigenous communities
- (k) Promote cross-cultural programming in Health Studies
- (l) May be required to teach up to three (3) credit hours in the IHST initiative
- (m) Perform other duties (such as simulation operator) as may be assigned by the Dean of Health Studies in consultation with the incumbent.

## **D.3 Education**

### **D.3.1 Director of Field Experience**

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

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

## **D.4 Arts**

### **D.4.1 Advisor, Business Administration**

This position reports to the Dean of Arts, through the Chair of Business Administration. This position may include duties as follows:

- (a) Acting as primary point of contact for all academic advising-related queries from admitted Business Administration students
- (b) Preparing an academic success plan for admitted students by advising them on academic programs, policies, and procedures within the Department
- (c) Providing individual and group assistance to current and prospective students regarding degree options, requirements, and progress; use of advising resources; University policies and processes; course planning and registration; advising in relation to external business accreditation
- (d) Evaluating course transfers and equivalencies
- (e) Developing and maintaining resources for academic advising of new and returning students
- (f) Communicating with students through various means, including in-person, phone, online, and email appointments
- (g) Maintaining appropriate files as per Brandon University policy
- (h) Supporting students in identifying and pursuing their academic goals
- (i) Perform such other duties as may be assigned by the Dean of Arts, through the Chair of Business Administration and through consultation with the incumbent.

## **D.5 Music**

### **D.5.1 Recruitment and Outreach Coordinator**

This position reports to the Dean of Music. This position may include duties and responsibilities as follows:

- (a) Lead in the organization and implementation of School of Music recruitment/retention events (e.g. orientation, BU Jazz Festival, School of Music Open House, first-year student gatherings)
- (b) Respond to prospective student inquiries and maintain ongoing communications with prospective students and applicants to provide assistance in the coordination of the application, audition, and registration processes
- (c) Connect prospective students with relevant Music faculty members

- (d) Advise prospective students and/or assists Music faculty and staff in advising students, remaining informed of current program information, as well as relevant policies and procedures pertaining to the School of Music and University
- (e) Develop and maintain a network of local, regional, national, and international contacts (e.g. music educators, guidance counsellors, private music instructors)
- (f) Maintain regular communication with School of Music faculty to understand recruitment and retention priorities as well as assist them in the coordination of their recruitment and retention activities, including connecting faculty with high school music programs and facilitating in the organization of workshops/masterclasses
- (g) Maintain regular communication with relevant offices on campus (e.g. Director of Recruitment and Retention, Director of Admissions, Director of International Activities) to assist in the recruitment and retention of students to the School of Music.
- (h) Maintain records (such as name, date, high school, teacher, instrument(s), date contacted, follow up contact, invitation to attend campus) and facilitate communication with potential students and assists in the collection of data on recruitment and retention (enrolment management)
- (i) Assist in the improvement of School of Music website, maintenance of a BU School of Music social media presence, and other work related to generating positive publicity and communications for the School of Music
- (j) Such other appropriate duties as assigned by the Dean of Music through consultation with the incumbent.

# Appendix E: Job Descriptions of Other BUFA Positions

These job descriptions may be amended from time to time by the Employer after consultation with, and the approval of, the incumbent and the Union (such approval shall not be unreasonably withheld). Job descriptions of new positions shall be included in this Collective Agreement when they have been approved by the Employer and prior to candidate interviews.

## E.1 U Sports Coach

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

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

## E.2 Campus Recreation Director

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

- (a) Providing leadership to the Campus Recreation programs; strategic, operational, and resource including policy and procedures
- (b) Organizing intramural sports and tournaments, fitness programs, clubs, and special events
- (c) Office administration in support of Campus Recreation programming
- (d) Public relations, media relations, promotion of Campus Recreation activities
- (e) Establishing and maintaining community relationships and partnership building on and off campus
- (f) Marketing and fundraising for Campus Recreation programs
- (g) Budget development, management, and expenditure approval
- (h) Coordinating the work of Program assistants including hiring and monitoring work
  - (i) Other appropriate duties as assigned by the administrator to whom the position reports, through consultation with the incumbent
  - (j) Taking a leadership role in campus wellness and other related University activities
- (k) Working with the Healthy Living Centre Facility Manager and Unit leaders to establish pricing, programming, booking, and scheduling in relation with all other activities and deliveries
- (l) Campus Recreation equipment purchase, inventory, and maintenance
- (m) Identify and present budgeted equipment needs for Campus Recreation in relation to all other unit equipment needs.

### Qualifications and rank

- Bachelor's, Master's, or Doctorate degree
- Must hold a rank of Instructional Associate, Professional Associate, U Sports Coach, or a professorial rank, dependent on qualifications and responsibilities in addition to those of Campus Recreation Director.

## E.3 Athletic Director

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

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

## **E.4 Athletic Therapist**

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

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

## **E.5 English for Academic Purposes**

### **E.5.1 English for Academic Purposes Instructor (Levels 1–3 and Level 4)**

Responsible to the Dean of Students, through the Director of International Activities, duties and responsibilities of the position include the following:

Program Compliance Requirements

- (a) Review the goals/objectives of the assigned course as described in the overarching coordinated four-level BU EAP curriculum, reflecting internal standards and expectations as well as national and international standards
- (b) Understand and use the designated textbook(s) and any teacher support materials

- (c) Participate in staff meetings and consult and coordinate with colleagues to maximize program efficiency
- (d) Understand and use the EAP Policy Handbook
- (e) Check, acknowledge, and respond to program email instructions and requests
- (f) Maintain accurate student attendance records to include in reports
- (g) Maintain evaluation records for each student
- (h) Bring forward student issues related to program performance to the Coordinating Instructor for review and action
- (i) Prepare required reports in a timely manner, to include midterm, final, and ongoing attendance reports to comply with immigration and funding requirements
- (j) Work in a professional, respectful manner at all times toward establishing productive and collegial relationships with all those involved in EAP.

#### Teaching Requirements

- (k) Plan, organize, and manage a course that meets curriculum objectives
- (l) Develop and prepare level and subject area (e.g., writing, reading, listening & speaking) specific written course outline(s)
- (m) Prepare and keep lesson plans as a record of daily/weekly lessons
- (n) Engage on a regular basis in informal and formal assessment of students' language proficiencies
- (o) Monitor student progress and make adjustments (such as scaffolding activities);
- (p) Maximize use of assigned textbooks and provide and/or prepare/design and create supplemental materials when extra resources can offer additional practice, address student interests, and provide additional learning challenges;
- (q) Prepare, administer, and grade midterm and final examinations that are reflective of current best pedagogical practice;
- (r) Recognize and respect individual differences of the students/clients;
- (s) Demonstrate willingness to assist each student to achieve their maximum success.

#### Additional Qualifications

- Strong English communication skills;
- Basic computer skills;
- Ability to develop valid and reliable test examinations;
- Familiarity with implementing curriculum goals and objectives;
- Respectful of and sensitive to culturally diverse clients.

## **E.5.2 Coordinating Instructor, English for Academic Purposes**

Responsible to the Dean of Students, through the Director of International Activities, duties and responsibilities of the position include the following administrative tasks of the EAP program:

- (a) Assist the Director of International Activities with program reporting
- (b) In consultation with the Director of International Activities, select, order, and distribute curricular materials
- (c) Prepare exam schedules
- (d) In consultation with the Director, organize guest speakers where relevant and/or appropriate
- (e) Prepare instructor and student timetables and secure classroom space;
- (f) On-board new teachers
- (g) Organize and conduct staff meetings
- (h) Participate on hiring committees for EAP Instructors
- (i) Such other appropriate duties as may be assigned by the Dean/Director through consultation with the incumbent.

### **Additional Qualifications**

- Knowledge of the structure and function of multilevel tiered EAP programs, including national and international standards, as well as an understanding of Brandon University's rules, standards, and policies
- Ability to develop reliable and valid test evaluation instruments
- Experience supervising staff and in program management
- Ability to organize and/or deliver in-service teacher training and guidance
- Strong communication skills
- Basic computer skills
- Ability to function and coordinate with others within the wider context of the university
- Respectful of and sensitive to culturally diverse program clients.

# Appendix F: Salaries and Benefits

## F.1 Salaries

A one-time payment equivalent to retroactive salary adjustments will apply to Members who retired or terminated their employment between 1 April 2023 and the date of signing this Agreement. These payments are not subject to University pension or other employee group benefits.

### Salary Scale for the period 1 April 2023 to 31 March 2024

(Effective the first day of the pay period that includes 1 April 2023)

	Floor	Increment	Steps	Ceiling
Professor/PA IV	127,609	3,816	12	173,403
Associate Professor/ PA III/U Sports III	102,352	3,142	13	143,202
Assistant Professor/ PA II/AA II/IA IV/ U Sports II	78,261	2,459	13	110,228
Lecturer/PA I/AA I/ IA III/U Sports I	65,041	1,797	9	81,210
IA II	58,786	1,618	9	73,350
IA I	52,545	1,439	9	65,498

(a) Scale

Effective 1 April 2023, Members holding full-time or part-time appointments shall receive an increase of three percent (3%) on the scale, two and five tenths percent (2.5%) of which reflects a general wage increase and one-half percent (0.5%) of which reflects a special adjustment, both of which are represented in the above salary scales.

(b) Current Increment

Effective 1 July 2023, all Members holding full-time or part-time appointments shall receive a service increment, prorated based on their full-time equivalent status, as specified above. No Member shall be entitled to more than one (1) increment in a calendar year.

## Salary Scale for the period 1 April 2024 to 31 March 2025

(Effective the first day of the pay period that includes 1 April 2024)

	Floor	Increment	Steps	Ceiling
Professor/PA IV	135,696	3,940	12	182,979
Associate Professor/ PA III/U Sports III	108,922	3,244	13	151,100
Assistant Professor/ PA II/AA II/IA IV/ U Sports II	83,343	2,539	13	116,349
Lecturer/PA I/AA I/ IA III/U Sports I	69,010	1,855	9	85,704
IA II	62,368	1,671	9	77,405
IA I	55,739	1,486	9	69,113

(a) Scale

Effective 1 April 2024 all floors and ceilings shall increase by the value of one (1) increment for the respective ranks. Members holding full-time or part-time appointments shall receive an increase of three and twenty-five hundredths percent (3.25%) on the scale, two and seventy-five hundredths percent (2.75%) of which reflects a general wage increase and one-half percent (0.5%) of which reflects a special adjustment, both of which are represented in the above salary scales. In addition, all Members holding full-time or part-time appointments shall receive an adjustment equal to the value of an additional increment, prorated based on their full-time equivalent status.

(b) Current Increment

Effective 1 July 2024, all Members holding full-time or part-time appointments shall receive a service increment, prorated based on their full-time equivalent status, as specified above. No Member shall be entitled to more than one (1) increment in a calendar year.

## Salary Scale for the period 1 April 2025 to 31 March 2026

(Effective the first day of the pay period that includes 1 April 2025)

	Floor	Increment	Steps	Ceiling
Professor/PA IV	140,445	4,078	12	189,383
Associate Professor/ PA III/U Sports III	112,734	3,358	13	156,389
Assistant Professor/ PA II/AA II/IA IV/ U Sports II	86,260	2,628	13	120,421
Lecturer/PA I/AA I/ IA III/U Sports I	71,425	1,920	9	88,704
IA II	64,551	1,729	9	80,114
IA I	57,690	1,538	9	71,532

(a) Scale

Effective 1 April 2025, Members holding full-time or part-time appointments shall receive an increase of three and one-half percent (3.5%) on the scale, three percent (3%) of which reflects a general wage increase and one-half percent (0.5%) of which reflects a special adjustment, both of which are represented in the above salary scales.

(b) Current Increment

Effective 1 July 2025, all Members holding full-time or part-time appointments shall receive a service increment, prorated based on their full-time equivalent status, as specified above. No Member shall be entitled to more than one (1) increment in a calendar year.

## Salary Scale for the period 1 April 2026 to 31 March 2027

(Effective the first day of the pay period that includes 1 April 2026)

	Floor	Increment	Steps	Ceiling
Professor/PA IV	145,361	4,221	12	196,011
Associate Professor/ PA III/U Sports III	116,680	3,476	13	161,863
Assistant Professor/ PA II/AA II/IA IV/ U Sports II	89,279	2,720	13	124,636
Lecturer/PA I/AA I/ IA III/U Sports I	73,925	1,987	9	91,809
IA II	66,810	1,790	9	82,918
IA I	59,709	1,592	9	74,036

(a) Scale

Effective 1 April 2026, Members holding full-time or part-time appointments shall receive an increase of three and one-half percent (3.5%) on the scale, three percent (3%) of which reflects a general wage increase and one-half percent (0.5%) of which reflects a special adjustment, both of which are represented in the above salary scales.

(b) Current Increment

Effective 1 July 2026, all Members holding full-time or part-time appointments shall receive a service increment, prorated based on their full-time equivalent status, as specified above. No Member shall be entitled to more than one (1) increment in a calendar year.

## F.2 Promotion

Effective April 1, 2024, Members who are promoted shall be placed on the salary scale of the rank to which they have been promoted, either at the next full step beyond their current

salary, or, if their current salary is below the floor of the new rank, at the floor salary of the new rank. See Article 18 for effective dates.

## **F.3 Increment Payments**

Normal increments (service increments):

- (a) New Members who have completed nine (9) consecutive months of employment, based on their full-time equivalent status, at Brandon University shall be eligible to receive a service increment beginning in the tenth (10<sup>th</sup>) month. Thereafter, such Members shall receive a normal increment on 1 July.
- (b) Members who are on a full-time term appointment of less than one (1) year's duration, but more than six (6) months, then, after an interruption of employment, receive a subsequent full-time contract, shall be credited with twelve (12) months uninterrupted employment for the purpose of calculating increments. That is, the Member shall receive a service increment, based on their full-time equivalent status, at the commencement of the new contract unless the Member has received an increment during the life of the previous appointment.
- (c) Members who have completed twelve (12) months or more consecutive employment at Brandon University shall be eligible to receive a service increment on 1 July; such an increase shall be limited by the ceiling for the Member's rank.

## **F.4 Contract Academic Staff Stipends**

### **F.4.1 Course-Based Contract Stipend (Stipend A)**

- (a) For the period of 1 September 2023 to 31 August 2025, the rate for Contract Academic Staff stipends is ten percent (10%) of the floor of the rank of Lecturer for each three (3) credit hour course (i.e., 1 September 2023 – \$6,504, 1 September 2024 – \$6,901). For supervision of the field experience in Education and Music, see Article 20.5.3.
- (b) Effective 1 September 2025, the rate for Contract Academic Staff stipends is eleven percent (11%) of the floor of the rank of Lecturer for each three (3) credit hour course (i.e., 1 September 2025 – \$7,857, 1 September 2026 – \$8,132). For supervision of the field experience in Education and Music, see Article 20.5.3
- (c) Contract Academic Staff appointed to teach nine (9) or more credit hours in one (1) academic year will be paid an additional ten percent (10%) above the total of all the individual stipend rates for the courses to be assigned to that Contract Academic Staff for that year.

## **F.4.2 Professional Services Contract Stipends (Stipend B)**

- (a) Contract Academic Staff on professional services contracts shall be paid an hourly wage, as defined in their contract, based on the job description to which their contract is attached.
- (b) For professional services contracts attached to an Administrative Associate job description, the hourly wage shall be as follows: 1 April 2023 — \$45; 1 April 2024 — \$45; 1 April 2025 — \$46.58; 1 April 2026 — \$48.21.
- (c) For professional services contracts attached to a Professional Associate job description, the hourly wage shall be as follows: 1 April 2023 — \$55; 1 April 2024 — \$55; 1 April 2025 — \$56.93; 1 April 2026 — \$58.92.

## **F.4.3 EAP Contract Stipends (Stipend C)**

- (a) Effective 1 September of each year, the rate for Levels 1–3 is 7.614 percent (7.614%) of the floor of the rank of Lecturer for each nine (9) student contact hour course, to be adjusted as follows: 1 September 2023 — \$4,952; 1 September 2024 — \$5,254; 1 September 2025 - \$5,438; and 1 September 2026 — \$5,629. Amalgamated sections (i.e., twelve (12) student contact hours) will be prorated at a rate equivalent to an additional one-third (1/3) of the above sessional stipend, resulting in the following: 1 September 2023 — \$1,651; 1 September 2024 — \$1,751; 1 September 2025 — \$1,813; 1 September 2026 — \$1,876.
- (b) Effective 1 September of each year, the rate of Level 4 is 9.3 percent (9.3%) of the floor of the rank of Lecturer for each eleven (11) student contact hour course, to be adjusted as follows: 1 September 2023 — \$6,049; 1 September 2024 — \$6,418; 1 September 2025 — \$6,643; 1 September 2026 — \$6,875.
- (c) EAP Instructors appointed to teach less than three (3) courses in an academic term will be paid an additional four percent (4%) above the total of all the individual stipend rates for the courses assigned to that instructor for the academic year in lieu of vacation pay.
- (d) EAP Instructors appointed to teach three (3) or more courses in an academic term will be paid an additional ten percent (10%) above the total of all the individual stipend rates for the courses assigned to that instructor for the academic term.
- (e) A stipend equivalent to five and one-half percent (5.5%) of the floor of Lecturer salary shall be paid to the Coordinating Instructor.

## **F.5 Cancellation Fee**

All credit courses offered under the auspices of Brandon University and reimbursed at Contract Academic Staff rates will be subject to the following cancellation fee:

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

## F.6 Relocation Expenses

The Employer shall reimburse Members who are required to relocate, either to commence employment at Brandon University or to offer courses on behalf of Brandon University in some other part of the province, for the actual costs incurred in the relocation. The Employer must approve the move. The total relocation allowance shall be a maximum of

- (a) one-twelfth (1/12) of salary or six thousand dollars (\$6,000), whichever is greater, for a Member who commences employment at Brandon University, or who is required to relocate to take up a new position which the Member has applied for; or
- (b) two-twelfths (2/12) of salary for a Member who is required to relocate by Brandon University in order to offer courses on behalf of Brandon University in some other part of the province.

This part (b) allowance does not apply to the situation in which a Member has applied for another position at Brandon University.

Members will be paid for the following expenses:

- (a) When traveling by air, actual transportation costs when supported by receipts, to a maximum of economy airfare for the Member and the members of their household by the most direct route.
- (b) When private automobile is used, not less than the current negotiated rate per kilometer/mile by the most direct route, plus lodging and meals en route for a reasonable number of driving days for the Member and the members of their household.
- (c) Lodging and meals to a maximum of five (5) days on arrival, when necessarily incurred, and limited to the Member and the members of their household.
- (d) Approved freight, cartage, and storage costs on household furnishings and effects from place of residence.

Travel expenses on standard expense forms for the Member and the members of their household should be submitted to the Dean/Director for approval. The members of the household may include individuals with close connections to the Member who live together as a family in the same self-contained domestic establishment as well as their pets. Considering the intent of the previous (a) through (d), reasonable exceptional circumstances or expenses may be considered, subject to Canada Revenue Agency guidelines, when presented for approval by the Member.

## **F.7 Benefits**

### **F.7.1 Coverage for Duration of Agreement**

The Brandon University Retirement Plan, Extended Health and Dental Plan, Group Life Insurance Plan, and Long-Term Disability Plan shall continue to cover the eligible Members for the duration of this Agreement.

### **F.7.2 Pensions**

#### **F.7.2.1 Plan Document**

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

#### **F.7.2.2 Contributions**

Effective 1 April 2024, the Employer and Employees shall make contributions to the University Retirement Plan Fund, on behalf of each eligible Member, in accordance with the terms of the Plan, concurrent with contributions made by the Member, an amount equal to the sum of eight percent (8%) of the Member's basic salary. Employee contributions will cease on income above the Yearly Maximum Contributory Earnings (YMCE), as defined below.

#### **F.7.2.3 Operation of the Brandon University Retirement Plan**

- (a) No changes or amendments shall be made to the Brandon University Retirement Plan or the Trust Agreement for that Plan without the prior approval of the Union.
- (b) No retirement benefits shall be paid to any Member other than those payable under the Plan, unless agreed to by the Union and the University.
- (c) For Members who retire on or after the date of signing of this Collective Agreement, the Normal Form of pension (article 8.1 of the Brandon University Retirement Plan) shall be changed to the form of pension currently known as the "Mandatory Survivor Pension" and commonly referred to as "joint and 2/3 survivor" for Members who have an eligible spouse at retirement (i.e., the joint and 2/3 form of the pension shall not be actuarially reduced to account for the spousal entitlement). The costs associated with the change shall be financed by the Employer through an increase in the Employer contribution levels under articles 4.1 and/or 4.2 of the Brandon University Retirement Plan text, in addition to those specified in Article [F.7.3](#). The increased Employer contribution level shall be based on the cost of this improvement as recommended by the Plan actuary. The Employer will not finance this benefit through the use of actuarial surplus of the Plan.
- (d) For Employees who are members of the Plan on or after 1 April 2023 and have benefit entitlement on 1 April 2024, the calculation of pension benefits shall be two percent

(2%) of Final Average Earnings multiplied by years of Credited Service, less four tenths percent (0.4%) of Canadian Pension Plan Average Earnings. The maximum pension, as referenced under article 7.4 of the Brandon University Retirement Plan, shall be two thousand two hundred dollars (\$2,200) per year of service, for all years of credited service prior to 1 January 2023, plus sixty-three percent (63%) of the Federal Maximum Defined Benefit Pension Plan Limit, as defined by the Canada Revenue Agency for the year of retirement (rounded to the nearest ten dollars (\$10)) per year of service, for all years of credited service from 1 January 2023 forward. For example, the maximum as described here for years from 1 January 2023 forward would therefore be  $\$3,506.67 \times 63\% = \$2,210.00$  for retirement in 2023, and  $\$3,610.00 \times 63\% = \$2,270.00$  for retirement in 2024.

To illustrate, a plan member who commenced employment on 1 January 1995, and retired on 31 December 2024, could accrue a maximum pension of  $(28 \text{ years} \times \$2,200)$  plus  $(2 \text{ years} \times \$2,270) = \$66,140$ .

If in any fiscal year, the actuarial defined going concern ratio falls below one hundred and five percent (105%), there will be no rise in the pension maximum. Following year(s) of no increase, if the going concern ratio rises above one hundred and five percent (105%), the maximum shall be raised to the full amount allowed while keeping the ratio above one hundred and five percent (105%), to a maximum of sixty-three percent (63%) of the Federal Maximum Defined Benefit Pension Plan Limit described above.

The Yearly Maximum Contributory Earnings (YMCE) will be adjusted each year to the level that coincides with the maximum pension benefit for that year.

#### **F.7.2.4 Early Retirement**

In the event that the University wishes to offer an Early Retirement Incentive Plan to Members, the University, in consultation with the Union, shall develop the terms and conditions of the Early Retirement Incentive Plan proposal. In formulating the Plan, the University shall take into account (1) the financial state of the University, (2) the interests of non-retiring Members, and (3) the interests of Members considering early retirement under the Incentive Plan. Under no circumstances shall any Early Retirement Incentive Plan offered by the University have a significant negative impact on the Brandon University Retirement Plan.

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

All Members taking early retirement while an Incentive Plan is in effect shall do so under the terms and conditions of the Plan as approved by the Union.

The Union shall be notified of the names of all Members who take early retirement under the Early Retirement Incentive Plan and shall be provided with a summary of the benefit provisions agreed to by the University and the Member.

#### **F.7.2.5 Members Leaving BU by Means Other than Retirement**

The University and the Union are committed to the principle that Members who leave the employ of the University by means other than retirement are entitled to receive fair value for their accumulated pension benefits.

#### **F.7.3 Extended Health and Life Insurance Plan Premiums**

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

Effective 1 January 2025, the Employer shall increase the value of the Health Spending Account in Flex Option 3 such that the amount is seven hundred dollars (\$700.00) for full-time Members and three hundred and fifty dollars (\$350.00) for part-time Members.

#### **F.7.4 Tuition**

Full-time and part-time Members, and their dependents, will receive a one hundred percent (100%) waiver of tuition for credit courses taken at Brandon University. In the event a Member retires while their dependent(s) are in receipt of a waiver of tuition for credit courses, the waiver of tuition shall continue for the duration of the program(s) in which the dependent(s) are registered. This provision is conditional on continuous and uninterrupted enrolment in the program(s), on an annual basis, and will cease in the event that the dependent(s) withdraw(s) from or otherwise discontinue(s) the current program before its completion, even if they subsequently enrol in a different program.

#### **F.7.5 Estate Benefit**

In the event of the death of a full-time or part-time Member during their term of employment, a sum of money equivalent to three (3) months' salary shall be paid by the Employer as severance pay to the estate of the Member.

# Appendix G: Salary Anomalies

This appendix is being negotiated by a working group agreed to during negotiations. Please see the Memorandum of Understanding in Appendix [J.8](#) for more details.

# Appendix H: Other Allowances

## H.1 Professional Development Allowances

### H.1.1 Purpose

The Employer shall provide funds for the purpose of subsidizing the travel of Members to meetings of learned societies, professional associations, or similar groups. This fund may also be used for the purpose of subsidizing the purchase of equipment, books, journals, other published works, and general supplies.

### H.1.2 Annual Allocation and Dispersal of Funds

Effective 1 April 2024, the Employer shall provide professional development funds, on an annual basis, to each Faculty/Unit on the basis of two thousand five hundred dollars (\$2,500) per full-time equivalent Member (exclusive of Contract Academic Staff) to be administered by the Dean/Director. The Dean/Director shall establish rules and regulations (which include criteria and priorities) after consulting with the Members of their Faculty/Unit. Requests for reimbursement must be submitted on the appropriate form (e.g., travel and business expense form or cheque requisition) accompanied by the appropriate receipts and authorized by the Dean/Director. Items acquired by this reimbursement shall be the property of the Employer, shall be included in the Faculty/Unit inventory, and shall be made available for the use of other Members of the Faculty/Unit.

### H.1.3 Carry Forward and Dispersal of Carry Forward Funds

A Member's unspent funds may be carried forward for up to two (2) years beyond the original allocation date (i.e., 1 April). Any funds that are unspent by the Member after two (2) years shall be placed in a separate fund, one (1) for each Faculty/Unit, and made available to all Members of that Faculty/Unit for the purposes of individual or collective professional development, including for the travel of Members who are presenting (e.g., lecture, poster, panelist) at professional meetings. Each Faculty/Unit shall develop its own policy for the use and disbursement of these funds. These funds shall be administered by the Dean/Director, in accordance with policies similar to those established by Faculties/Units in Appendices [H.1.1](#) and [H.1.2](#), and funds will be released beginning 1 April of any given year. No Member may receive more than two thousand five hundred dollars (\$2,500) from this fund in any given year. Any unspent monies that may remain from this fund at the end of the fiscal year shall be carried forward, to be disbursed for professional development purposes in subsequent years.

#### **H.1.4 Funds for Contract Academic Staff**

In support of Contract Academic Staff development, the Employer shall make available, on an annual and University-wide basis, a pool of funds equivalent to the stipend of eighteen (18) course-based contract credit hours. Contract Academic Staff with contracts of three (3) credit hours or more in an academic year may make application through their respective Dean/Director to access this fund in a manner similar to full-time Members. No Contract Academic Staff may receive more than ten percent (10%) of their total Contract Academic Staff salary in an academic year, up to a maximum of two thousand five hundred dollars (\$2,500).

### **H.2 Expense and Travel Allowances**

#### **H.2.1 Personal Vehicle Expense Reimbursement**

The Employer shall reimburse Members using their own vehicles and traveling on University business at current National Joint Council rates for the province of Manitoba.

#### **H.2.2 Meal Per Diem Reimbursement**

The Employer shall reimburse meal per diems for Members traveling on University business at the rate of sixty-eight dollars (\$68.00) per day (\$17.00 breakfast, \$17.00 lunch, \$34.00 supper) for travel within Canada and at current National Joint Council rates for travel outside of Canada.

# Appendix I: Copyright Licence Agreement

This agreement made at Brandon in the province of Manitoba

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

between

---

(hereinafter called “the Member”)

and

BRANDON UNIVERSITY

(hereinafter called “the Institution”)

Whereas copyright in printed or recorded material (more particularly described in the First Schedule hereto and hereinafter called “the Work”) is presently vested in the Member and the Member has agreed with the Institution for the granting of a Licence in respect of the said Work on the terms hereinafter contained. Now this agreement witnesseth that in consideration of the fees and other payments hereinafter mentioned, the Member hereby grants to the Institution a Licence in respect of the Work for a period of \_\_\_\_\_ calendar years from the date hereof subject to the terms and conditions following:

1. The Institution shall be at liberty to use the Work for the internal teaching and like purposes of the Institution (other than for non-credit extension or like classes or courses) without fee or royalty throughout the period of this agreement subject nevertheless as hereinafter mentioned.
2. The Work shall be used only in connection with classes or students in the following category or categories:
3. Except with the prior consent of the Member, the Work shall not be used by or for the purposes of any person outside the Institution or any body other than the Institution.
4. If the Member shall consent in writing to the use of the work by or for the purposes of any person outside the Institution (hereinafter referred to as ‘the other user’) or if the Institution shall use the Work for non-credit extension or like classes or courses, the Institution shall, subject to condition 11 hereof, pay to the Member the fee appropriate to such use set forth in the Fourth Schedule hereto.
5. Without prejudice to the provisions of condition 4 hereof, it is hereby agreed and declared that the Work shall not be used or permitted to be used by any of the following other users namely:

6. The Member may in writing waive any fee, royalty, or other payment payable in respect of the use of the Work, provided that any such waiver shall be limited to the occasion and the user or users specified in the said writing.
7. Where the Member and the Institution agree in writing that the Work has been rendered obsolete by advances in knowledge, this agreement shall terminate provided that in case either party to this agreement asserts that the Work has been so rendered obsolete and the other disagrees, the Parties shall refer the disagreement to a specialist in the subject in another Institution (as may be agreed by the Parties) whose decision shall be binding on the Parties.
8. Where the Institution wishes to erase or otherwise destroy the Work whether during or at the end of the term of the present agreement, the Member shall be given one month's notice of such intention and shall be permitted during that time to take a copy of all or part of the Work for their own use and at a cost not exceeding the cost of the physical stock upon which the copy is taken.
9. The Member hereby undertakes that if they should leave the employ of the Institution during the currency of this agreement, they will keep the Institution informed of their subsequent address or addresses during the period covered by this agreement and for one calendar year thereafter.
10. Where the Member either alone or in collaboration with others prepares notes or other matter to accompany the Work, the Member hereby grants to the Institution a Licence to reproduce copies of the said notes or other matter and claims no fees or royalties in return unless the Institution sells or hires such copies in which event the member shall, if they are the sole author thereof, receive 25% of the gross proceeds or, if they are not the sole author thereof, the said 25% shall be shared between them and the co-author or co-authors named in the Third Schedule hereto in the proportions there set out. Should the Institution sub-license a publisher to reproduce the said copies, the Member shall be a party to the publishing contract.
11. For the purposes of conditions 4 and 10 hereof where some person or persons (other than the Member) are, by reason of their participation in making the Work or the accompanying notes, beneficially entitled to a share in any fees, royalties, or payments hereunder, the said share shall be based upon their relative contribution or contributions to the Work or accompanying notes and the said fees, royalties, or payments shall be paid to the Member and the said person or persons named in the Second Schedule hereto in the proportion there set out.
12. The Member hereby acknowledges that the physical stock containing the Work is and remains the property of the Institution.
13. The Member guarantees that the material covered by this Licence Agreement does not infringe the copyright of any other work. In the event that such infringement has occurred, the Member shall be held responsible.

FIRST SCHEDULE (See Appendix I Preamble)  
Particulars of the Work

Title, Nature of the Work:

Place, Date, and Time Made, Duration:

SECOND SCHEDULE (See Clause 11)  
Persons having a copyright interest in the whole  
or part of the Work

1. \_\_\_\_\_ of \_\_\_\_\_ as to \_\_\_\_\_ percent
2. \_\_\_\_\_ of \_\_\_\_\_ as to \_\_\_\_\_ percent
3. \_\_\_\_\_ of \_\_\_\_\_ as to \_\_\_\_\_ percent.

THIRD SCHEDULE (See Clause 10)  
Persons having a copyright interest in the whole  
or part of any accompanying notes or other matter

1. \_\_\_\_\_ of \_\_\_\_\_ as to \_\_\_\_\_ percent
2. \_\_\_\_\_ of \_\_\_\_\_ as to \_\_\_\_\_ percent
3. \_\_\_\_\_ of \_\_\_\_\_ as to \_\_\_\_\_ percent.

FOURTH SCHEDULE (See Clause 4)  
Fees payable to the Member

In witness whereof the Parties hereto have executed these presents all as of the day and year first above written.

# Appendix J: Memoranda

## J.1 Memorandum of Settlement and Implementation

Recognizing that bargaining of the 2023–2027 Collective Agreement was completed in March 2024, near the end of the first year of said agreement, the Parties agree to the following:

- A. Proofreading of the Collective Agreement shall begin upon ratification by the Union and conclude no later than 31 May 2024. Two (2) members of each bargaining team shall sign off on all final proofread versions.
- B. The final version of the 2023–2027 Collective Agreement shall be produced no later than 30 June 2024, for distribution in both print and electronic versions.
- C. All parts of the Agreement, with the exception of the Articles and Clauses specified below, shall be deemed in effect as of 1 April 2023.
- D. In the event that particular individual cases arise that are not considered in the exceptions below, both Parties agree to resolve matters of implementation consistent with the just and equitable administration of the Collective Agreement, and in compliance with applicable labour law.
- E. Exceptions:
  - 1. The EDIDR training referenced throughout the Collective Agreement shall be developed jointly by the Parties, as determined by JAC. The first instance of this training shall be developed by no later than 30 September 2024.
    - i. For workload purposes, at least the Chair of each Department shall have completed this training before commencing workload discussions in the 2024 workload cycle.
    - ii. For Selection Committee purposes, at least the Chair of the Selection Committee shall have completed the training before beginning the selection process, for any search beginning on or after 1 November 2024.
    - iii. For tenure, continuing, and promotion processes, the Chair of the Department, the Dean/Director, the Provost, and all members of Faculty and University committees shall have completed the training before beginning their work.
    - iv. For all other processes, and going forward, all Members shall have completed the training no later than 30 April 2025.
  - 2. The Status of Women Review Committee shall continue its work for the 2024-25 academic year. The Equity Review Committee shall be formed beginning 1 May

2025. For the 2024-25 academic year, the Chair of the SWRC shall receive the course release assigned to the Chair of the ERC as per Article 20.8.1 (l).
- i. For copies to ERC, Article 15.4.2 (j) (Advertisements) to begin 1 May 2025.
  - ii. For reporting to ERC, Article 15.4.8 (Equity Report) to begin 1 May 2025.
  - iii. For consultation with and reporting to the ERC, Article 15.1 (EDI Goals and Plans) to begin 1 May 2025.
  - iv. Article 7.3.4 (Faculty Workload Report) to begin 30 September 2025.
3. Appeals Handbook—the Appeals Handbook agreed by the Parties to be used in BUFA appeals procedures shall be jointly developed by the Parties in a manner agreed by JAC. A draft handbook shall be submitted to JAC no later than 31 January 2025, for approval no later than 28 February 2025. The handbook shall come into use beginning 1 March 2025.
  4. Article 5.7 (Data Collection)—to begin 1 September 2024. Supplementary data collection per Article 6.4.1 to begin upon request for such data after 1 September 2024.
  5. Article 6.7 (Supports for Indigenous faculty)—to begin 1 September 2024.
  6. Article 13 (Discipline)—new process to begin upon ratification of this Collective Agreement for any disciplinary process beginning on or after date of ratification. For any investigations begun before date of ratification, investigations to be completed under previous terms, but post-investigation process and measures to comply with terms of 2023–2027 Collective Agreement.
  7. Article 15.1.4 (EDI Staffing Goals)—Faculties/Units shall develop an EDI staffing goals document by 1 March 2025, such that staffing requests for 1 May 2025 may reference this new document. For the 1 June 2024 staffing requests, Departments and Faculties/Units shall reference the 2019–2023 staffing criteria.
  8. Article 15.4.2 (g) (Internal Posting Period)—effective beginning 1 October 2024.
  9. Article 15.4.4 (EDI Self-Identification Questionnaire)—effective beginning 1 November 2024.
  10. Article 16.2.2 (Professional Services Contracts)—to become available after 1 September 2024.
  11. Article 16.6.3 (Emergency Contracts, Rate of Pay)—effective on contracts beginning on or after 1 September 2024.
  12. Articles 17 and 18 (Tenure and Continuing, Promotion)—timelines for the new tenure, continuing, and promotion processes, beginning with the notification and application deadlines, come into effect as of 1 May 2024.
  13. Article 19 (Evaluations)—new procedures for evaluations effective 1 September 2024.

14. Article 19.4 (Peer Review of Teaching)—new process to be made available to Members effective 1 January 2025.
15. Article 20 (Workload)—the new workload process comes into effect 1 September 2024. No workload adjustments shall be made for the 2023-24 academic year.
16. Article 20 (Workload)—workload for the 2024-25 academic year shall be subject to the terms of the 2023-27 Collective Agreement provided that
  - i. The Department submits a new workload recommendation to the Dean by no later than 15 May 2024, and
  - ii. The Dean approves the new workload recommendation, which shall occur no later than 30 June 2024.
17. Article 20.2 (Workload)—for the 2024 staffing cycle, Departments shall make their staffing requests no later than 1 June 2024; all other dates to conform to the Article.
18. Articles 20.7.1–20.7.6 (Workload)—effective as of 1 September 2024 for recommendations for the 2025–2026 academic year.
19. Articles 20.7.7–20.7.9 (Workload)—effective as of ratification of this Collective Agreement.
20. Article 24.5 (Cultural Practice Days)—to begin 1 July 2024.
21. Article 25.5 (Bereavement Leave)—to become available upon ratification of this Collective Agreement.
22. Article 25.8 (Special Leave) and 25.8.1 (as Equivalent to Sabbatical)—new provisions come into effect upon ratification of this Collective Agreement.
23. Article 25.9 (Birth and/or Parental Leave)—modifications come into effect for persons beginning a leave on or after the date of ratification of this Collective Agreement. Members whose leaves have been approved, but who have not begun their leave, may request adjustments based on the provisions of the 2023–2027 Collective Agreement.
24. Article 25.10.14 (Sabbatical Salary)—effective beginning 1 July 2024.
25. Appendix A.1 (Letter of Appointment)—new template to be used for any Member hired on or after 1 July 2024.
26. Appendix A.2 (CAS Contract)—new template to be used for any contract with a start date on or after 1 September 2024.
27. Appendix F—payment of the lump sum compensation of \$1,800 per full-time Member and \$900 per part-time Member to be made on 19 April 2024.
28. Appendix F—implementation of the 2023-24 salary scale, including any retroactive adjustments, by 3 May 2024.

29. Appendix [F](#)—implementation of the 2024-25 salary scale, including any retroactive adjustments, by 17 May 2024.
30. Appendix [F](#)—implementation of the 2023-24 Contract Academic Staff stipend, including any retroactive adjustments, by 31 May 2024.
31. Appendix [H.1.2](#)—new PDA effective 1 April 2024.
32. Appendix [H.2](#)—new travel and expense rates effective 1 April 2024.

## J.2 Memorandum of Understanding: BUFA Staffing Criteria Working Group for Professional Services Positions

WHEREAS the Employer has committed to hiring two (2) new professional service positions over the course of the 2023–2027 Collective Agreement, and

WHEREAS the Parties agree that the needs of professional service Units, including Student Services, the Indigenous Peoples' Centre, and the Library and Archives, are the primary consideration for staffing such positions, and

WHEREAS the Parties acknowledge that there are many factors that influence staffing needs for professional service positions, and

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

WHEREAS both Parties wish to satisfy the letter and intent of Article [20.7.10](#);

1. The Employer and the Union agree that a Working Group will be established to identify key considerations that support decision-making for BUFA professional services positions.
2. The composition of the Working Group will consist of the following:
  - a. The Provost as Chair (non-voting);
  - b. Four (4) Members appointed by the Union, three (3) of whom will come from at least two (2) of the following areas: Student Services, Library and Archives, Indigenous Peoples' Centre;
  - c. The Dean of Students;
  - d. The Chief Information Officer; and
  - e. The Director, Indigenous Peoples' Centre.
3. The Provost will call a meeting of the Working Group within thirty (30) days of ratification of the Agreement.
4. The responsibilities of the Working Group will be as follows:
  - a. The Working Group will develop criteria that will provide a framework for BUFA staffing requests for professional service positions, for recommendations at the Dean's/Director's level, and to support sound decision-making by the Employer.
  - b. The Working Group will submit criteria recommendations to the Joint Administrative Committee (JAC) by 30 June 2024. JAC will review the criteria and forward recommendations to the President by 31 July 2024 for approval by 31 August 2024.
  - c. The Working Group will subsequently solicit feedback from respective stakeholders in the Winter of 2025 to re-evaluate the criteria and consider whether re-

finements are required. Any final recommendations emerging from the Working Group will be provided to the President through JAC by 1 April 2025 for the 2025-26 fiscal year planning cycle.

5. For implementation:
  - a. Staffing requests for professional services positions will be permitted to be submitted in September 2024, for one (1) new position to be hired in professional services.
  - b. The staffing request for the second (2<sup>nd</sup>) professional services position shall follow the calendar for position requests described in Article [15.3](#) beginning in May 2025.
6. Once completed and approved, the criteria developed by this group shall be incorporated into the broader staffing criteria.

## J.3 Memorandum of Understanding: BUFA Staffing Criteria Working Group

WHEREAS a Staffing Criteria Working Group was struck for the 2019–2023 Collective Agreement to develop criteria that provided a framework for BUFA staffing requests and decisions, and

WHEREAS the Parties have agreed to continue using these staffing criteria on a go-forward basis, and

WHEREAS a major focus of the 2023–2027 Collective Agreement is to improve measures leading to greater equity, diversity, inclusion, decolonization, Indigenization, and reconciliation in the working conditions of Members, and

WHEREAS the Parties have agreed that there is need to revise the staffing criteria both to refine existing criteria and to review and develop them with regard to EDID and Indigenization/reconciliation;

1. The Parties agree to establish a new Staffing Criteria Working Group to review and revise the staffing criteria.
2. The composition of this Working Group will consist of the following:
  - a. The Provost as Chair (non-voting);
  - b. Four (4) Members appointed by the Union, at least one (1) of whom will have participated in drafting this MOU; and
  - c. Three (3) members of Deans' Council, at least one (1) of whom will have participated in drafting this MOU.
3. The Provost will call a meeting of the Working Group within fifteen (15) days of the Staffing Criteria Working Group being fully populated.
4. The responsibilities of the Working Group will be as follows:
  - a. To gather and review comments received from Departments and Deans/Directors regarding the staffing process and staffing criteria for the past three (3) years;
  - b. To review the current staffing criteria in order to build in principles of equity, diversity, inclusion, decolonization, Indigenization, and reconciliation;
  - c. To review the current staffing criteria for any other updates or improvements that may be advisable;
  - d. To produce criteria recommendations to be sent to the Joint Administrative Committee (JAC) by 30 September 2024. JAC will review the criteria and forward the recommendations to the President by 31 October 2024 for approval by 30 November 2024.

5. The staffing criteria will be distributed to Departments by 1 February 2025 to be used in staffing requests for the 2025–2026 staffing cycle. Approved criteria will be used in formulating recommendations and making decisions on an ongoing basis.
6. Periodic review of the criteria may be initiated by either Party through JAC.

## **J.4 Memorandum of Understanding: EDIDR and BURC Policies and Procedures**

WHEREAS the Collective Agreement empowers BURC to establish its own policies and procedures, and

WHEREAS the Collective Agreement is also an expression of the working conditions of Members, and

WHEREAS a major focus of the 2023–2027 Collective Agreement is to improve measures leading to greater equity, diversity, inclusion, decolonization, Indigenization, and reconciliation in the working conditions of Members;

1. The Parties agree that BURC shall conduct a review of its policies and procedures before the next application cycle begins. This review shall be undertaken for the express purpose of improving existing policies and procedures with respect to equity, diversity, inclusion, decolonization, Indigenization, and reconciliation.
2. Before beginning the review, all members of BURC shall undertake training in unconscious bias for peer review and training in equity, diversity, inclusion, decolonization, Indigenization, and reconciliation more broadly. Such training may be derived from training modules developed by the Tri-Agency. The Chair of BURC shall be responsible for ensuring that all members participating in the discussion of policies and procedures have successfully completed the training modules.
3. The Chair of BURC shall convene BURC to discuss policies and procedures by no later than 31 May 2024.
4. BURC shall review its policies and procedures in light of changes to the Collective Agreement and advancements in equity, diversity, inclusion, decolonization, Indigenization, and reconciliation, and take appropriate action to revise its policies and procedures accordingly.
5. BURC shall communicate revisions to its policies and procedures by no later than 30 September 2024, such that Members who wish to apply for BURC in the Fall of 2024 shall have ample time to consider the revised policies and procedures in preparing their funding submission.

## J.5 Memorandum of Understanding: Academic Administrators Promotion and Tenure

WHEREAS the Collective Agreement sets out the terms upon which an Academic Administrator may receive tenure or be granted promotion, and

WHEREAS a major focus of the 2023–2027 Collective Agreement is to improve measures leading to greater equity, diversity, and inclusion, and

WHEREAS the Parties have agreed that there is need to revise the language to address inequities that exist between internally selected Academic Administrators and externally selected Academic Administrators;

1. The Parties agree that a Working Group will undertake a review of Article 37 (Academic Administrators), with particular focus on the terms upon which an Academic Administrator may receive tenure or be granted promotion.
2. The composition of the Working Group will be the following:
  - a. The Associate Vice-President (People and Talent) as Chair (non-voting);
  - b. Two (2) Members selected by the Union executive, at least one (1) of whom shall have participated in drafting this MOU; and
  - c. Two (2) members selected by the President, at least one (1) of whom shall be or has been an Academic Administrator.
3. The Associate Vice-President (People and Talent) shall call a meeting of the Working Group within ninety (90) days of the ratification of the Agreement.
4. The Working Group shall be responsible for recommending to the Joint Administrative Committee (JAC) any revised language to address the inequities that exist between internally and externally selected Academic Administrators. Any such language shall consider the effects of internal retention, succession, and conflict. They shall make their recommendation to JAC by no later than 31 December 2024.
5. JAC shall consider the recommendation of the Working Group and formalize any language in a Memorandum of Agreement by 31 March 2025.

## **J.6 Memorandum of Understanding: Members' Right to Report to Academic Administrators**

WHEREAS the 2023–2027 Collective Agreement introduces Rights and Responsibilities of Members, and

WHEREAS Members have the right to be led by an Academic Administrator, including the right to participate in the selection of such an administrator through transparent and open hiring processes, the right to periodically and meaningfully review such administrators, and, where the Academic Administrator is externally selected, the right to recommend rank and step(s) for the Academic Administrator's landing position, and

WHEREAS the Parties have agreed that there would be no imminent changes to the terms and conditions of incumbent Academic or Non-Academic Administrators as a result of this new language, and

WHEREAS the Parties have agreed that Members in Faculties/Units not led by Academic Administrators as of 1 April 2023 will be addressed in a Memorandum of Understanding, to be negotiated by the Parties;

1. The Parties agree that the Joint Administrative Committee (JAC), or a subcommittee formed by JAC in accordance with Article 36.3, shall be responsible for negotiating the terms of said MOU.
2. The JAC shall recommend a plan to the Board of Governors to develop an administrative structure that meets the Board's obligations under the Collective Agreement (i.e., the right of Members to report to an Academic Administrator). This recommendation shall include a plan to address the current incumbent Non-Academic Administrators who lead Members.
3. The JAC shall complete their work as soon as reasonably practicable and in advance of any such administrator position being replaced through attrition.

## J.7 Memorandum of Understanding: Retention Initiatives

WHEREAS the Parties have a shared interest in recruiting, advancing, and retaining Members, particularly those who identify with a designated group, and

WHEREAS the Parties agree that purposeful strategies that focus on Members and their households have the potential to improve recruitment, retention, and overall experience of Members;

1. The Parties agree to establish a Working Group to identify and recommend improved retention strategies for Members and their households.
2. The composition of the Working Group will be the following:
  - a. The Associate Vice-President (People and Talent), or designate, as Chair (non-voting);
  - b. Three (3) Members selected by the Union executive;
  - c. Three (3) members selected by the President.
3. The Associate Vice-President (People and Talent) shall call a meeting of the Working Group within ninety (90) days of the ratification of the Agreement.
4. The responsibilities of the Working Group will be as follows:
  - a. Gather information on leading practices related to recruitment and retention of academic staff and existing practices in place at other post-secondary institutions in Canada;
  - b. Consult Chairs of Selection Committees and Members on experiences;
  - c. Assess the feasibility and resources required for implementing various retention strategies;
  - d. Recommend retention strategies that are reflective of Brandon University's unique context, as set out in the [Preamble](#) of the 2023–2027 Collective Agreement;
  - e. Assist in developing appropriate tools and resources to facilitate the implementation of such strategies.
5. The Working Group will submit an initial report of its activities, findings, and recommendations to JAC by 30 June 2025. JAC shall respond to the recommendations, in writing, copied to the President and Human Resources. The Employer shall determine an appropriate implementation plan, as necessary or applicable.

## **J.8 Memorandum of Understanding: Salary Anomalies**

WHEREAS the Collective Agreement sets out the salaries of all Members at Brandon University, and

WHEREAS a major focus of the 2023–2027 Collective Agreement is to improve measures leading to greater equity, diversity, and inclusion, and

WHEREAS the Parties have committed to identifying and rectifying salary anomalies among Members, the specifics of which will be addressed in an Appendix to the Collective Agreement, to be negotiated by the Parties;

1. The Parties agree that a Working Group shall be responsible for developing and recommending the terms of said Appendix to the Joint Administrative Committee (JAC).
2. The composition of the Working Group will consist of the following:
  - a. Three (3) Members appointed by the Union, at least one (1) of whom will have participated in drafting this MOU; and
  - b. Three (3) members appointed by the President, at least one (1) of whom will have participated in drafting this MOU.
3. The Working Group will meet within thirty (30) days of the ratification of the Agreement.
4. The Working Group shall submit their recommendation to JAC no later than 30 September 2024. Should the Working Group reach impasse or otherwise not meet this deadline, the Appendix shall be referred to binding mediation.