

CUASA Proposals

Collective Bargaining 2017

Monetary Package: Part I

April 18, 2018

These proposals set out CUASA's bargaining position on the individual articles included as of this date. CUASA reserves the right to amend its position, including the right to add, modify or delete any component of each individual article if not accepted in its entirety.

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Article 20: Leaves

20.9 Statutory Holidays

Statutory holidays for faculty employees and Instructor employees shall be governed by past practice for faculty employees. **No employees shall be required to work during university closures and statutory holidays, and all deadlines shall be adjusted accordingly.** Professional librarian employees shall be entitled to the following official statutory holidays acknowledged by Carleton University: New Year's Day, Family Day, Good Friday, Easter Monday*, Victoria Day, Canada Day, Civic Holiday (August), Labour Day, Thanksgiving, Christmas Day, Boxing Day, one-half (½) day prior to Christmas or New Year's Day.

If any other day is proclaimed by the Federal, Provincial, Regional or Civic Government as a statutory holiday, its recognition shall be referred to the Joint Committee for the Administration of the Collective Agreement. Where possible the Employer shall attempt to provide additional time off during the Christmas/New Year period. Professional librarian employees shall be advised by the University Librarian of the specific details well in advance of the holiday season.

* The University is open on Easter Monday each year and some librarian employees will be scheduled to work on that day. If a librarian employee is required to work on Easter Monday, they will receive a mutually convenient alternative day off with pay.

Article 21: Sabbaticals

21.1 Faculty Employees

In recognition of the fact that faculty employees are required as a condition of their employment, to continue to develop as scholars and researchers throughout their careers, the Employer maintains a policy of sabbaticals intended for academic study, research, writing, or travel for investigation purposes, or retraining as provided for under the provisions of Article 38, that provides means by which faculty employees increase their knowledge, further their research, stimulate intellectual interest, strengthen their contacts with the world-wide community of scholars, and thus enhance their contribution to the University on their return.

- (a) Subject to (c) below, each faculty employee is entitled to a sabbatical of twelve (12) months after every six (6) years of full-time on-campus service at Carleton University which shall include periods designated as research release time. The number of years service in relation to sabbatical entitlement and the length of a sabbatical may be modified according to the terms of this Article.

- (b) As an alternative to a full-year sabbatical under 21.1(a) above, a tenured or confirmed employee may elect to take a six-month sabbatical after three years of full-time on-campus service at Carleton. Such a sabbatical shall start on either July 1st or January 1st ~~at the discretion of the Employer~~ **by mutual agreement of the parties**. The conditions of Article 21.1(d) shall apply.
- (c) In the event that the faculty employee is entitled to a sabbatical but has not been granted tenure, the sabbatical to which a faculty employee is entitled shall be delayed until tenure is granted. Notwithstanding Article 21.4(e), in the event that a faculty employee accumulates more than six (6) years service prior to achieving tenure, all such years of service in excess of six (6) years accumulated prior to achieving tenure may be carried over towards the employee's next sabbatical.
- (d) A faculty employee must inform, in writing, the departmental Chair/Director or equivalent and the appropriate Dean of the intention to take a sabbatical no later than October 31 (the Employer, however, may extend this deadline) in the year prior to the academic year in which the planned sabbatical is to take place. Such statements of intent may be withdrawn by the faculty employee no later than six (6) months prior to the effective start date of the sabbatical, but subsequently only with the agreement of the appropriate Dean and the President.
- (e) Where possible, at least six (6) months prior to the beginning of the sabbatical and in any event no later than three (3) months prior to the beginning of the sabbatical, a faculty employee must submit a written statement to the appropriate Dean describing in detail the nature and location of the activities to be undertaken during the sabbatical period, and estimating travel expenses and expected income, if any, over and above the normal sabbatical allowance. If no detailed statement is provided or if the Dean is dissatisfied with the statement, the Dean, in consultation with the department, may seek revision of the statement; if no satisfactory revisions of the statement are forthcoming, the Dean may recommend to the ~~President~~ **Provost** that the sabbatical be denied for that year. Applications shall not be unreasonably denied. If a sabbatical is delayed under these conditions, the employee shall not be entitled to an increment in stipend for the year in which it is denied. When the ~~President~~ **Provost** informs a faculty employee that they may proceed on sabbatical, they shall do so in writing specifying the purpose for which the sabbatical is granted, and any terms and conditions, including travel, domicile, and research material, equipment, and support arrangements which are attached to it.
- (f) All faculty members shall automatically gain one (1) year of sabbatical entitlement for every two (2) years of full-time equivalent service in a university teaching position elsewhere since their last sabbatical, if any, prior to their appointment at Carleton University provided that such service was continuous and contiguous to the appointment at Carleton, and was credited service towards a sabbatical at the other university or would have been credited service at Carleton had the service been at Carleton. In no case will this entitlement exceed two (2) years. Such entitlement may not be counted toward proration of sabbatical stipend above the amounts provided for in Article 21.3.
- (g) Because of a particular situation in a department, or of an abnormal number of applications for sabbaticals in a year, the sabbatical to which a faculty employee is entitled may, with the agreement of the employee involved, be postponed for at most one (1) year. In such cases, the appropriate Dean must agree to the postponement and shall so inform the appropriate Chair/Director and employee at least six (6) months prior to the start of the intended sabbatical. The employee must express agreement in writing to be eligible for the provisions of Article 21.3(b).
- (h) Faculty employees are expected to take sabbaticals as a condition of employment when they have

established eligibility, although individual faculty employees may delay their sabbaticals. In such cases, however, they shall not be entitled to additional remuneration, **except as per 21.3(b)(iii) and (iv).**

21.3 Sabbatical Allowance

- (a) For an Instructor, Librarian, Lecturer, Assistant, Associate or Full Professor, when the first sabbatical is for a period of twelve (12) or six (6) continuous months and, is taken within the first fifteen (15) years of a preliminary or confirmed/tenured employee's initial appointment at Carleton University or another University, the rate of sabbatical allowance shall be 100% of nominal salary.
- (b) With the exception of (a) above, the amount of the allowance that a sabbatical~~ed~~ is entitled to receive shall be based on the following calculations:
 - (i) The rate of sabbatical allowance for a full-year sabbatical shall be ~~85%~~ **95%** of nominal salary.
 - (ii) The rate of sabbatical allowance for a six-month sabbatical under Article 21.1(b) shall be 80% of nominal salary.
 - (iii) Employees who have been required by the Employer to delay a full-year sabbatical shall be entitled to remuneration of ~~90%~~ **100%** of nominal salary. Alternatively, such employees may elect to be credited with the period of service arising from the delay, to be applied toward their next sabbatical.
 - (iv) Employees who have been required by the Employer to delay a six-month sabbatical to the next academic year shall be credited with one (1) year of service, commencing on the July 1 following completion of the sabbatical, such service to be applied toward their next sabbatical.
- (c) A portion of the sabbatical allowance to which an employee is entitled may be paid as a research grant. The award of a research grant shall be made in accordance with University policy for awarding research grants which provides that the employee shall receive as a research grant that portion of their sabbatical allowance required to cover their approved research and travel expenses.
- (d) Subject to Article 41.5(b), employees on sabbatical are eligible for career development increments and research/teaching/professional achievement awards, and entitled to other increments to nominal salary and improvements to fringe benefits which may become effective during their absence. For employees who are on sabbatical, an updated CV shall suffice as the annual statement in support of the CDI.
- (e)
 - (i) All Health Benefits specified in Article 40.1 shall be maintained on behalf of any employee taking a sabbatical, in accordance with the cost-sharing arrangements specified in Article 40.2.
 - (ii) The Long Term Disability Plan shall be maintained in relation to the employee's nominal salary.

- (iii) An employee on a sabbatical will contribute to the Carleton University Retirement Plan in accordance with the provisions of Article 13.6(a).
- (iv) An employee on a sabbatical retains the right to all other benefits specified in Article 40.
- (f) Employees shall have periods spent on sabbatical counted as periods of full service towards promotion and are also eligible to apply for and to receive promotion during their absence on sabbatical.
- (g) The total of sabbatical stipend plus grant and/or income received for employment with another Employer during the period of the sabbatical may not exceed 150% of nominal salary for that period.
- (h) The following interpretation shall apply in calculating the sabbatical stipend cited in Article 9.10(e) and ~~13.5~~ **13.6**(d).

<Note: changes to Article numbering above reflect introduction of new Articles>

- (i) If the equivalent service is less than six (6) full years, and the employee has held an appointment for at least six (6) consecutive years since their last sabbatical, the sabbatical allowance shall be:

1/6 (number of years of full-time equivalent service) ~~×~~ **multiplied by** the usual allowance based on nominal salary.
- (ii) If the equivalent service is equal to or greater than six (6) full years then they will be entitled to the usual sabbatical allowance based on nominal salary, subject to (iii) below.
- (iii) If the equivalent service is greater than six (6) full years because the Employer required delay then the individual will be entitled to the usual sabbatical allowance based on nominal salary plus an additional 5% of nominal salary.
- (iv) The calculation of 80% after three years is as follows:

1/3 (number of full-time equivalent years of service) ~~×~~ **multiplied by** 80% of nominal salary where the maximum value for the number of equivalent years service is three (3).

21.4 General Provisions

- (a) Each department, school or equivalent shall plan the sabbaticals of its employees sufficiently in advance in order that sabbaticals need not normally be delayed.
- (b) Full-year sabbaticals shall **normally** commence **once an employee has accumulated sufficient service, as per Article 21.1(a) or 21.1(b). The Employer shall not unreasonably deny this request.** ~~July 1st except at the discretion of the Employer.~~
- (c) Not later than three (3) months after the end of the sabbatical, an employee shall submit a report on scholarly/research activities undertaken during each sabbatical to the appropriate faculty Dean or University Librarian. A statement certifying compliance with Articles 21.1(e) and 21.3(g)

above shall be attached.

- (d) Subject to the approval of the appropriate Dean and of the ~~President~~ **Provost**, a sabbatical may be taken after five (5) years but this option will require seven (7) years' full-time, on campus service at Carleton University before the next sabbatical.
- (e) When an employee takes a sabbatical, all prior accumulated years of entitlement are exhausted, **except as provided for in Article 25.1(b)(iii).**
- (f) An employee who takes a sabbatical will normally return to service at Carleton University.
- (g) The Employer reserves the right to determine if persons on sabbatical will be replaced.
- (h) **Following the approval of the written sabbatical plan for second and subsequent sabbaticals each member shall receive a Research Leave Grant of \$2,000.00 when the sabbatical commences.**

21.5 Extended Sabbatical and/or Study Leave

- (a) Upon written application, and with the approval of the Employer, individuals may take extended sabbatical for the purposes of research and/or study. **Such requests shall not be unreasonably denied. The first year shall be compensated at the regular sabbatical rate as per Article 21.3(b)(i). The extension shall be financially compensated at 75% of the individual's nominal salary.**
- ~~(b) The financial compensation for such a two-year period shall be 65% of the individual's nominal salary in each year of the sabbatical.~~
- ~~(b)~~ (e) The individual's participation in the benefit plans, including the Carleton University Retirement Plan, will be in accordance with the provisions of Article 21.3(e).

Article 41: Career Development Increments

41.5 Operation of the Career Development Plan

- ~~(a) An employee shall not receive a career development increment if the salary is above the CDI ceiling of the category of that employee. If the career development increment would cause the ceiling to be breached, then the employee shall receive only that portion of the increment which will bring the salary to the ceiling. Also, to implement the provisions of paragraphs 3.2(e) and 3.2(f) of Appendix E, the President, acting on a recommendation from the Adjustment Commission, may choose to withhold a career development increment from an employee whose salary is above the appropriate upper limit specified in paragraphs 3.6, 3.7 or 3.8 of Appendix E.~~
- ~~(b)~~ (a) Employees on sabbatical shall be eligible for career development increments on a pro rata basis in the year of their sabbaticals. Their nominal salaries, however, shall be adjusted by the full increment.

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- (e)(b) Employees whose initial appointment occurs during the assessment period for performance other than research and scholarship shall be eligible for a career development increment in the next year as follows:
 - (i) if the appointment date is between May 1 and September 1, the employee shall receive a full CDI unless denied pursuant to this Article;
 - (ii) if the appointment date is between September 2 and January 1, the employee shall receive a one-half CDI unless denied pursuant to this Article;
 - (iii) if the appointment date is between January 2 and April 30, the employee shall not be eligible to receive a CDI until the following December, at which time they shall receive a one-half CDI, unless denied pursuant to this Article.
- (d)(c) The allocation of monies which accrue as a result of discretionary denials shall be determined by the JCAA.
- (e) ~~For faculty employees the CDI ceiling shall be 2.5 times the value of the floor of the Assistant Professor rank. For professional librarian and Instructor employees the CDI ceiling shall be thirty (30) career development increments above the floor of the rank of Librarian II or Instructor I, as appropriate for the category of employee concerned.~~
- (f)(d) For the period May 1st, 2014**2017** to April 30th, 2015**2018**, the career development increment shall be:
 - (i) ~~\$3320~~**3680** for those faculty employees whose nominal salary as of April 30th, 2014 is equal to or less than twice the value of the floor of the Assistant Professor rank;
 - (ii) ~~\$2220~~ for those faculty employees whose nominal salary as of April 30th, 2014 is greater than twice the value of the floor of the Assistant Professor rank;
 - (iii) ~~\$3170~~**3520** for those Professional Librarian employees whose nominal salary as of April 30th, 2014 is equal to or less than twice the value of the floor of the Librarian II rank;
 - (iv) ~~\$2110~~ for those Professional Librarian employees whose nominal salary as of April 30th, 2014 is greater than twice the value of the floor of the Librarian II rank;
 - (v) ~~\$3095~~**3690** for those Instructor employees whose nominal salary as of April 30th, 2014 is equal to or less than twice the value of the floor of the Instructor I rank;
 - (vi) ~~\$2205~~ for those Instructor employees whose nominal salary as of April 30th, 2014 is greater than twice the value of the floor of the Instructor I rank;
- (g)(e) For the period May 1st, 2015**2018** to April 30th, 2016**2019**, the career development increment shall be:
 - (i) ~~\$3380~~**3930** for those faculty employees whose nominal salary as of April 30th, 2015 is equal to or less than twice the value of the floor of the Assistant Professor rank;
 - (ii) ~~\$2250~~ for those faculty employees whose nominal salary as of April 30th, 2015 is greater than twice the value of the floor of the Assistant Professor rank;

- (iii) ~~\$3220~~**3770** for those Professional Librarian employees whose nominal salary as of April 30th, 2015 is equal to or less than twice the value of the floor of the Librarian II rank;
 - (iv) ~~\$2150~~ for those Professional Librarian employees whose nominal salary as of April 30th, 2015 is greater than twice the value of the floor of the Librarian II rank;
 - (v) ~~\$3135~~**3940** for those Instructor employees whose nominal salary as of April 30th, 2015 is equal to or less than twice the value of the floor of the Instructor I rank;
 - (vi) ~~\$2235~~ for those Instructor employees whose nominal salary as of April 30th, 2015 is greater than twice the value of the floor of the Instructor I rank;
- (h)(f) For the period May 1st, 2016**2019** to April 30th, 2017**2020**, the career development increment shall be:
- (i) ~~\$3430~~**4050** for those faculty employees whose nominal salary as of April 30th, 2016 is equal to or less than twice the value of the floor of the Assistant Professor rank;
 - (ii) ~~\$2290~~ for those faculty employees whose nominal salary as of April 30th, 2016 is greater than twice the value of the floor of the Assistant Professor rank;
 - (iii) ~~\$3270~~**3880** for those Professional Librarian employees whose nominal salary as of April 30th, 2016 is equal to or less than twice the value of the floor of the Librarian II rank;
 - (iv) ~~\$2180~~ for those Professional Librarian employees whose nominal salary as of April 30th, 2016 is greater than twice the value of the floor of the Librarian II rank;
 - (v) ~~\$3185~~**4040** for those Instructor employees whose nominal salary as of April 30th, 2016 is equal to or less than twice the value of the floor of the Instructor I rank;
 - (vi) ~~\$2265~~ for those Instructor employees whose nominal salary as of April 30th, 2016 is greater than twice the value of the floor of the Instructor I rank;
- (g) For the period May 1st, 2020 to April 30th, 2021, the career development increment shall be:
- (i) **\$4130 for faculty employees;**
 - (ii) **\$3960 for Professional Librarian employees;**
 - (iii) **\$4120 for Instructor employees;**
- (i)(h) No career development increments other than those pursuant to this Article shall be paid.

41.6 For the duration of the agreement, effective 01 May 2014 **2017**, CDI for Instructor employees calculated according to 41.3(i)(i)(3) shall be increased by \$425.00.

~~Three months following the ratification of the 2012 Collective Agreement, a parity committee of two (2) representatives from CUASA and two (2) representatives from the Employer will examine the salary structure of the bargaining unit. The committee shall report to JCAA within eighteen months of its commencement. The report shall include a recommendation on reforms to the salary structure.~~

Article 43: Summer School Stipend

- 43.1 The teaching of scheduled summer school courses by employees in addition to their normal workload, as provided in Article 13, shall be subject to additional compensation at the rate of not less than:
- (a) ~~\$12,966~~ **\$14,612** for a full credit course and ~~\$6,483~~ **\$7,306** for a half credit course, **effective May 1, 2017.**
 - (b) **\$14,904 for a full credit course and \$7,452 for a half credit course effective May 1, 2018.**
 - (c) **\$15,200 for a full credit course and \$7,601 for a half credit course effective May 1, 2019.**
 - (d) **\$15,504 for a full credit course and \$7,753 for a half credit course effective May 1, 2020.**
- 43.2 The requirements of Article 43.1 above shall not apply to employees who, in addition to their normal workload, at their own request and by agreement with the Chair/Director, undertake summer school teaching in exchange for release time in a regular academic session.
- 43.3 **Where a summer course is cancelled not more than 4 weeks before the first scheduled class, the Employer shall pay a minimum preparation fee based on the following scale:**
- **not less than 3 weeks before class \$650;**
 - **less than 3 weeks but more than 1 week before class \$750;**
 - **1 week or less before class \$1,100.**

Article 45: Financial Compensation

- 45.1 The nominal salary of each continuing employee during the period May 1st, ~~2014~~ **2017** to April 30th, ~~2015~~ **2018**; the period May 1, ~~2015~~ **2018** to April 30, ~~2016~~ **2019**; ~~and the period May 1, 2016~~ **2019** to April 30, ~~2017~~ **2020**; ~~and the period May 1, 2021 to April 30, 2022~~ shall be composed of the following:
- (a) the nominal salary as of April 30th of the previous year of employment ~~as modified by any increases as provided for under Article 45.2,~~ plus
 - (b) the career development increment for the current year, unless denied, as provided for under Article 41, plus
 - (c) any adjustment made to nominal salary as a result of the operation of Article 44 (Salary Rationalization).
- 45.2 (a) Subject to Article 45.3 below, effective May 1, ~~2014~~ **2017**, the nominal salary in Article 45.2 ~~(b)(c)~~ of the ~~2012-2014~~ **2014-2017** CUASA Collective Agreement shall be increased by ~~2.1%.~~ **\$5,000.**
- (b) Subject to Article 45.3 below, effective May 1, ~~2015~~ **2018**, the nominal salary in Article 45.2 (a)

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shall be increased by ~~1.7%~~ **\$5,000**.

(c) Subject to Article 45.3 below, effective May 1, ~~2016~~ **2019**, the nominal salary in Article 45.2 (b) shall be increased by ~~1.6%~~ **3.0%**.

(d) **Subject to Article 45.3 below, effective May 1, 2020, the nominal salary in Article 45.2 (c) shall be increased by 2.0%**

45.3 (a) Effective May 1st, ~~2014~~ **2017**, salary floors shall be established in accordance with Article 45 as follows:

Lecturer	53110 59880
Assistant Professor	66380 73590
Associate Professor	82980 90740
Full Professor	109530 118180
Librarian I	56900 63800
Librarian II	63220 70330
Librarian III	79030 86670
Librarian IV	98000 106270
Instructor I	53310 65076
Instructor II	61300 74837
Instructor III	71970 87853

(b) Effective May 1st, ~~2015~~ **2018**, salary floors shall be established in accordance with Article 45 as follows:

Lecturer	54010 64880
Assistant Professor	67510 78590
Associate Professor	84390 95740
Full Professor	111400 123180
Librarian I	57870 68800
Librarian II	64300 75330
Librarian III	80380 91670
Librarian IV	99670 111270
Instructor I	54210 70076
Instructor II	62340 79837
Instructor III	73190 92853

(c) Effective May 1st, ~~2016~~ **2019**, salary floors shall be established in accordance with Article 45 as follows:

Lecturer	54880 66826
Assistant Professor	68590 80948
Associate Professor	85740 98612
Full Professor	113180 126875
Librarian I	58800 70864
Librarian II	65330 77590

Librarian III	81670-94420
Librarian IV	401270-114608
Instructor I	55080-72178
Instructor II	63340-82233
Instructor III	74360-95638

(d) **Effective May 1st, 2020, salary floors shall be established in accordance with Article 45 as follows:**

Lecturer	68163
Assistant Professor	82567
Associate Professor	100584
Full Professor	129413
Librarian I	72281
Librarian II	79142
Librarian III	96309
Librarian IV	116900
Instructor I	73622
Instructor II	83877
Instructor III	97551

45.4 In any specific year covered by this Collective Agreement, for employees being promoted effective July 1 of that year, no employee’s nominal salary shall be less than one full career development increment below the floor of the new rank to which they are appointed before the addition of a career development increment, unless denied.

45.5 In any specific year covered by this Collective Agreement, for all employees where 45.4 does not apply in that same year, no employee’s nominal salary shall be less than the floor of the rank to which they are appointed before the addition of a career development increment, unless denied

45.6 (a) The ratio of the Librarian II floor to the floor of the Assistant Professor rank shall **not be less than 1:1.051.043.**

(b) The ratio of the Instructor II floor to the floor of the Assistant Professor rank shall **not be less than 1:1.083 0.983.**

45.7 (a) **All female faculty shall receive the following pay equity increase to their nominal salaries, effective May 1, 2014:**

Faculty of Arts and Social Sciences	\$2,837
Faculty of Engineering and Design	\$6,720
Faculty of Science	\$5,828
Faculty of Public Affairs	\$3,854
Sprott School of Business	\$3,258

(b) **All female Instructors shall receive the following pay equity increase to their nominal salaries, effective May 1, 2014:**

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Faculty of Arts and Social Sciences	\$5,580
Faculty of Engineering and Design	\$5,580
Faculty of Science	\$5,580
Faculty of Public Affairs	\$5,580
Sprott School of Business	\$5,580

Appendix E: Salary Rationalization

1. ~~Members of the Committee discussed in considerable detail the introduction of one-half CDIs, revised criteria for the award/denial of CDIs and changes in the grievability of decisions on the denial of CDIs. However, it has not been possible to resolve these complex issues and consequently the Committee, at this time, makes no recommendations concerning these matters.~~
2. ~~The Committee recommends the following structural changes in the career development plan:~~

(a) ~~that the following relationship hold for salaries at Carleton~~

~~Lecturer Floor = 0.80 Assistant Professor Floor
Assoc. Prof. Floor = 1.25 Assistant Professor Floor
Full Prof. Floor = 1.65 Assistant Professor Floor
Salary Ceiling = 2.50 Assistant Professor Floor~~

(b) ~~that if salaries exceed twice the Assistant Professor Floor (this value shall be known as the breakpoint), then the CDI value be two-thirds of its value for salaries below the breakpoint.~~

(c) ~~that the value of the CDI below the breakpoint be 1/30 of the difference between the Assistant Professor Floor and the Salary Ceiling.~~

~~The model described in (a), (b) and (c) is defined by one parameter. It would be equally convenient to establish either the level of the salary ceiling or the Assistant Professor Floor. Because the Assistant Floor level at Carleton has increased, in the last few years, by the scale increases, the current level is probably neither competitive nor a realistic measure of minimum salaries for Assistant Professors at Carleton. Similarly, at the other end of the salary spectrum, the current method used to determine the ceiling has produced results which have caused concern to both parties to the Collective Agreement. Consequently, the Committee recommends that:~~

(d) ~~the parties negotiate either the value of the salary ceiling or the Assistant Professor Floor.~~

~~The members of the Committee also examined some aspects of the current merit scheme which, at least to some extent, relate to the career development plan. As a result of the analysis the Committee recommends that:~~

(e) ~~the value of the merit increment above the breakpoint, defined in 2(b) above, continue to be equal to the value of the career development increment and that the value of the merit increment below the breakpoint be equal to two-thirds of the value of the career development increment.~~

(f) ~~the final sentence of Article 42.1(e) be replaced by, "The assessment shall normally be based on performance over a number of years."~~

- ~~3. The Committee recommends the establishment of a fund for the correction of anomalies, a fund for other adjustments and an Adjustment Commission with the composition and responsibilities described below.~~

~~Upon completion of the first phase of operation of the Commission, its guidelines, procedures and results will be reviewed and modified as the parties may agree before proceeding to a second phase of operation.~~

3.1 Adjustment Commission

- (a) (i) There shall be established an adjustment commission consisting of two (2) members named by the Employer and two (2) members named by the Association. Each party shall in addition name one (1) alternate in order that the commission shall have an ability to meet on short notice with a full complement of four (4) (two (2) members representing each party). Two (2) members, provided that there is one (1) representative from each of the parties, shall constitute a quorum; and, in cases where there is unequal representation from one (1) of the parties the extra representative shall not exercise a vote.
- (ii) The Commission will be expected to report on the policies and principles it uses in arriving at its judgments and recommendations.
- (b) One task of the Commission shall be to consider and recommend to the President adjustments in the salary of individual employees where the current salaries are deemed by the Commission to be anomalously low or high relative to the limits described in 3.6, 3.7 and 3.8. The cost, if any, of such adjustments shall be a charge against the Anomalies Fund.
- (c) Another task of the Commission shall be to consider and recommend to the President adjustments in the salary of employees, deemed necessary to meet exceptional situations of special merit, market differentials, offers of alternative employment, or obvious inequity. The cost, if any, of such adjustments shall be a charge against the Adjustment Fund.
- (d) A further task of the Commission shall be to review the salary of each term appointee granted a preliminary or tenured/confirmed appointment, and if necessary, the Commission shall recommend an adjustment to reflect their new status.

3.2 Procedures for Distribution of Anomalies Fund

- (a) Cases may be referred for consideration to the Commission by the President or the Association or the Commission itself may decide to consider individual cases.
- (b) In the first phase of salary rationalization, the Commission shall consider whether salary adjustments are appropriate for those individuals whose salaries are below the lower bounds described in 3.6, 3.7 and 3.8.

- (c) The limits established for each rank in the attached table shall constitute bounds such that when an employee's salary is below the bound appropriate to their rank, it shall automatically be considered by the Commission which shall make a recommendation to the President.
- (d) When an employee's nominal annual salary is above the limit specified in 3.6, 3.7 and 3.8 but below the ceiling, it shall automatically be considered by the Commission which shall make a recommendation to the President.
- (e) In the event that an individual's salary is above the limit specified in 3.6, 3.7 and 3.8 but below the ceiling, then the Commission may decide to recommend no action, or to recommend that the salary of the individual be modified over a period of time to bring the individual's salary to a level closer to or equal to the appropriate upper level limit. In arriving at a decision, the Commission shall determine to what extent market effects were responsible for the individual's salary exceeding the upper limit and further, whether and to what extent these considerations continue to be relevant.
- (f) If the President implements the recommendation of the Commission as to the appropriate adjustment in an employee's salary, the President's action shall be final and binding.
- (g) If, for cases corresponding to salaries below the appropriate lower limit, the President does not accept the recommendation of the Commission and awards a lesser salary increase than that recommended, the employee affected shall have the right to grieve pursuant to Article 30.
- (h) If in the President's judgement an increase greater than that recommended by the Commission is warranted, they shall award an increase, chargeable to the Anomalies Fund, equal to the recommended increase and either refer the case back to the Commission with a request that the amount in excess of that recommended initially be awarded from the Adjustment Fund or award the amount in excess of that recommended from other sources subject to the limitation specified in 3.5 below.
- (i) All salary adjustments charged against the Anomalies Fund shall be effective from May 1st previous to the date of the President's decision.

3.3 Procedures for Distribution of Adjustment Fund

- (a) Cases may be referred for consideration to the Commission by the President or by the Association, or the Commission itself may decide to consider individual cases.
- (b) Where a case is referred to the Commission by the President, which the President deems to be urgent and so indicates to the Commission, the Commission shall consider the case and make its recommendation known to the President within five (5) working days.
- (c) If the President implements the recommendation of the Commission as to the appropriate adjustment in an employee's salary, the President's action shall be final and binding.

- (d) If the President does not accept the recommendation of the Commission and awards a lesser salary increase than that recommended, the employee affected shall have the right to grieve pursuant to Article 30.
- (e) If in the President's judgement an increase in addition to any increase recommended by the Commission is warranted they shall award an increase, chargeable to the Adjustment Fund, equal to the recommended increase and award the amount in excess of that recommended by the Commission from other sources subject to the limitation in 3.5 below.
- (f) All salary adjustments charged against the Adjustment Fund shall be effective from a date to be agreed upon by the Commission and included in its recommendation to the President.

3.4 General Procedures

- (a) The Commission will normally base its recommendations on a decision obtained by a majority vote. In the event of a split vote, the Committee shall, by a means of its choice, decide upon a recommendation.
- (b) The President shall advise the Commission, and the individual involved, of the President's decision with respect to the Commission's recommendation within two (2) weeks of the receipt of a recommendation.

3.5 Limitations on Increases above those Recommended by the Commission

When the President awards salary increases in addition to those recommended by the Commission, the aggregate amount of those portions of the increases chargeable to other sources shall not in any salary year exceed \$35,000.

Other sources in the context of this document means monies apart from those included in the Adjustment Fund and/or the Anomalies Fund.

~~**3.6 Faculty Salary Rationalization Tables**~~

- ~~(a) The values of the salary floors, the CDI ceiling and the CDI breakpoint are as follows:~~

Lecturer Floor	_____	=	_____	0.8F
Assistant Professor Floor	_____	=	_____	1.0F
Associate Professor Floor	_____	=	_____	1.25F
Full Professor Floor	_____	=	_____	1.65F
CDI Ceiling	_____	=	_____	2.5F
CDI Breakpoint	_____	=	_____	2.0F

- ~~(b) The value of the CDI below the breakpoint is~~

$$\text{c} = 0.05F, \text{ rounded up to the nearest } \$10.$$

b

The value of the CDI above the breakpoint is

$$\text{c} = \frac{2}{3} \times 0.05F, \text{ rounded up to the nearest } \$10$$

a

(c) The various lines appearing on the "Full CDI's" vs. "Years Since First Degree" diagram have the following properties:

(i) the Standard Line consists of two straight lines, the first having unit slope and joining the points (8,0) and (28,20), and the second having slope 2/3 and joining points (28,20) and (43,30).

(ii) the Lower Limit lines all have slope 1/2 and intercept their respective floors at

$$\begin{aligned} x &= 11 \text{ for assistant professors} \\ x &= 16 \text{ for associate professors} \\ x &= 25 \text{ for full professors} \end{aligned}$$

where x is "Years Since First Degree";

(iii) the Upper Limit for lecturers is 10 CDI steps above the floor for lecturers;

(iv) the Upper Limit for assistant professors is 13 CDI steps above the floor for assistant professors;

(v) the Upper Limit line for associate and full professors is parallel to the first segment of the Standard Line and lies 10 CDI steps above it.

3.7 Professional Librarian Salary Rationalization Tables

(a) The values of the salary floors, the CDI ceiling and the CDI breakpoint are as follows:

Librarian I Floor	=	0.9F
Librarian II Floor	=	1.0F
Librarian III Floor	=	1.25F
Librarian IV Floor	=	1.55F
CDI Ceiling	=	2.5F
CDI Breakpoint	=	2.0F

(b) The value of the CDI below the breakpoint is

_____ c = 0.05F, rounded up to the nearest \$10.
_____ b

The value of the CDI above the breakpoint is

_____ c = 2/3 x 0.05F, rounded up to the nearest \$10.
_____ a

(c) The various lines appearing on the attached diagram have the following properties:

(i) the Standard Line consists of two straight lines, the first having unit slope and joining the points (5,0) and (25,20), and the second having slope 2/3 and joining the points (25,20) and (40,30);

(ii) the Lower Limit lines all have slope 1/2 and intercept their respective floors at

- x = 5.0 for Librarian II with a slope 1/2 until x = 8 after which slope = 3/4
- x = 10.0 for Librarian III with a slope 1/2 until x = 13 after which slope = 3/4 until x = 25 after which slope = 7/12 until x = 40 after which slope = 1/4
- x = 16.0 for Librarian IV with slope 1/2 until x = 19 after which slope = 3/4 until x = 25 after which slope = 7/12 until x = 40 after which slope = 1/4

where x is Years Since First Degree;

(iii) the Upper Limit for Librarian I is equal to the floor the Librarian III (1.25F) and so is 7 CDI steps above the floor for Librarian I;

(iv) the Upper Limit for Librarian II is 12 CDI steps above the floor for this rank and so equals 1.6F;

(iii) the Upper Limit for Librarian III and IV is parallel to the first segment of the Standard Line and lies 10 CDI steps above it.

3.8 Instructor Salary Rationalization Tables

(a) The values of the salary floors, CDI ceiling and CDI breakpoint are as follows:

Instructor I Floor	=	1.0F
Instructor II Floor	=	1.15F
Instructor III Floor	=	1.35F
CDI Breakpoint	=	2.0F
CDI Ceiling	=	2.5F

~~(b) — The value of the CDI below the breakpoint is~~

~~$c = 0.05F$, rounded up to the nearest \$10.~~

~~—————b~~

~~The value of the CDI above the breakpoint is~~

~~$c = \frac{2}{3} \times 0.05F$, rounded up to the nearest \$10.~~

~~—————a~~

~~(c) — The various lines appearing on the attached diagram have the following properties:~~

~~(i) — the Standard Line consists of two straight lines, the first having unit slope and joining the points (2,0) and (22,20), and the second having slope $\frac{2}{3}$ and joining the points (22,20) and (37,30), where the abscissa is "Years since first degree" and the ordinate is "CDI steps above the floor for Instructor I";~~

~~(ii) — the Lower Limit lines all have slope $\frac{1}{2}$ and intercept their respective floors at~~

~~$x = 3$ for Instructor I~~

~~$x = 6$ for Instructor II~~

~~$x = 10$ for Instructor III~~

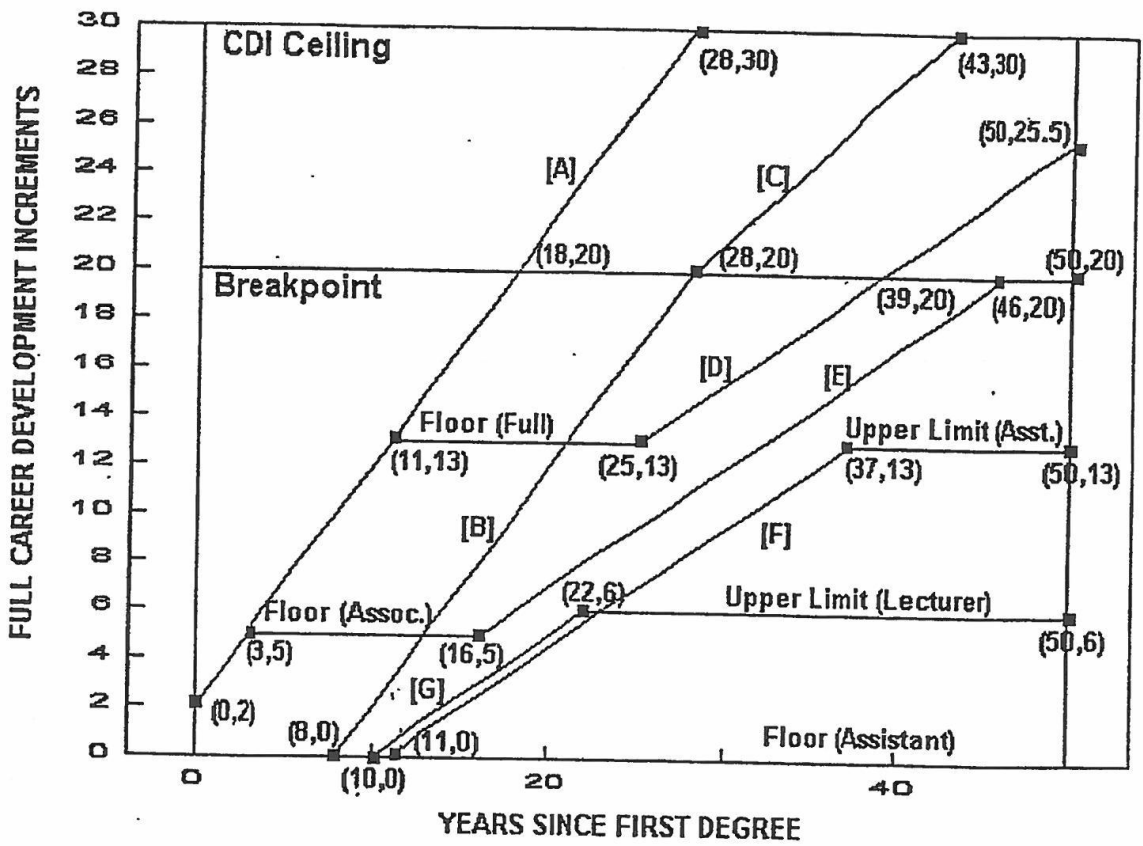
~~(iii) — the Upper Limit for Instructor I is equal to the floor for Instructor III, $(1.35F)$ and so is 7 CDI steps above the floor for Instructor I;~~

~~(iv) — the Upper Limit for Instructor II is 10 CDI steps above the floor for this rank and so equals $1.65F$;~~

~~(v) — the Upper Limit for Instructor III is parallel to the Standard Line and lies 10 CDI steps above it.~~

[Graphs below were struck.]

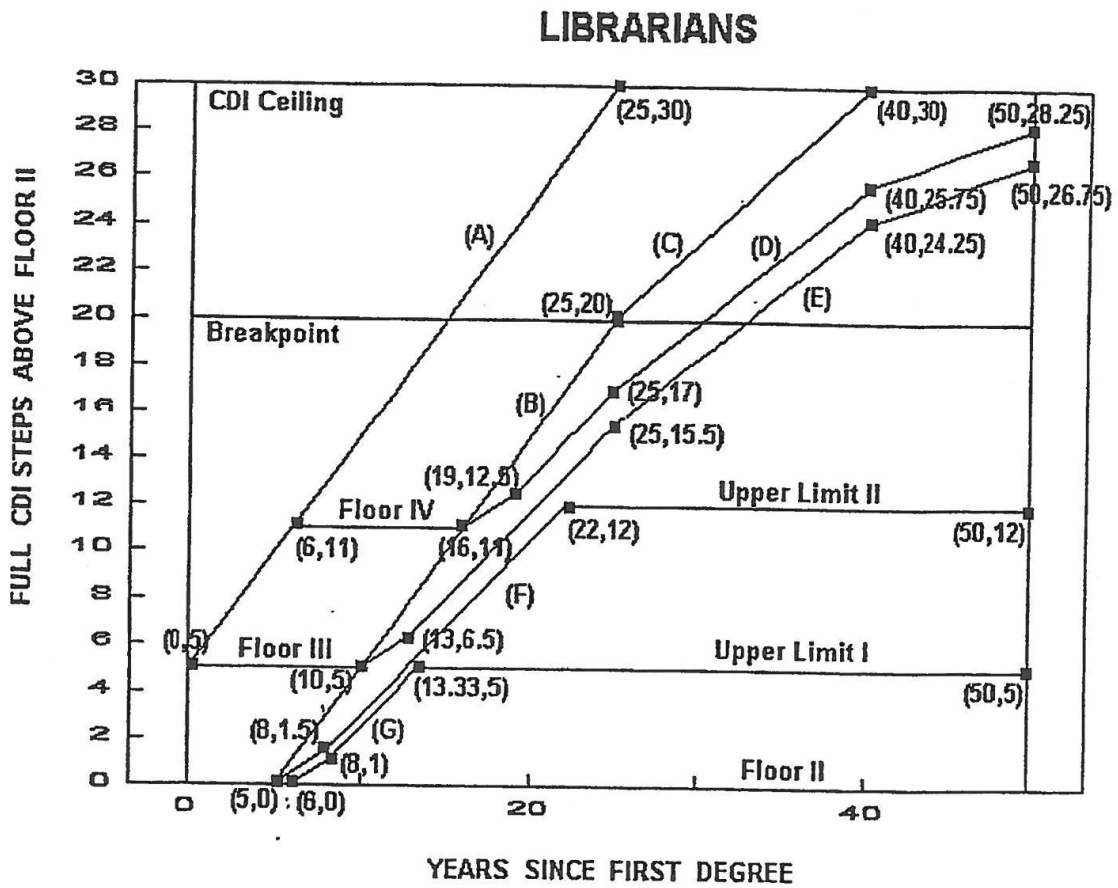
FACULTY



KEY:

- A. Upper Limit (Associate & Full)
- B. Standard Line
- C. 2/3 CDI
- D. Lower Limit (Full)
- E. Lower Limit (Associate)
- F. Lower Limit (Assistant)
- G. Lower Limit (Lecturer)

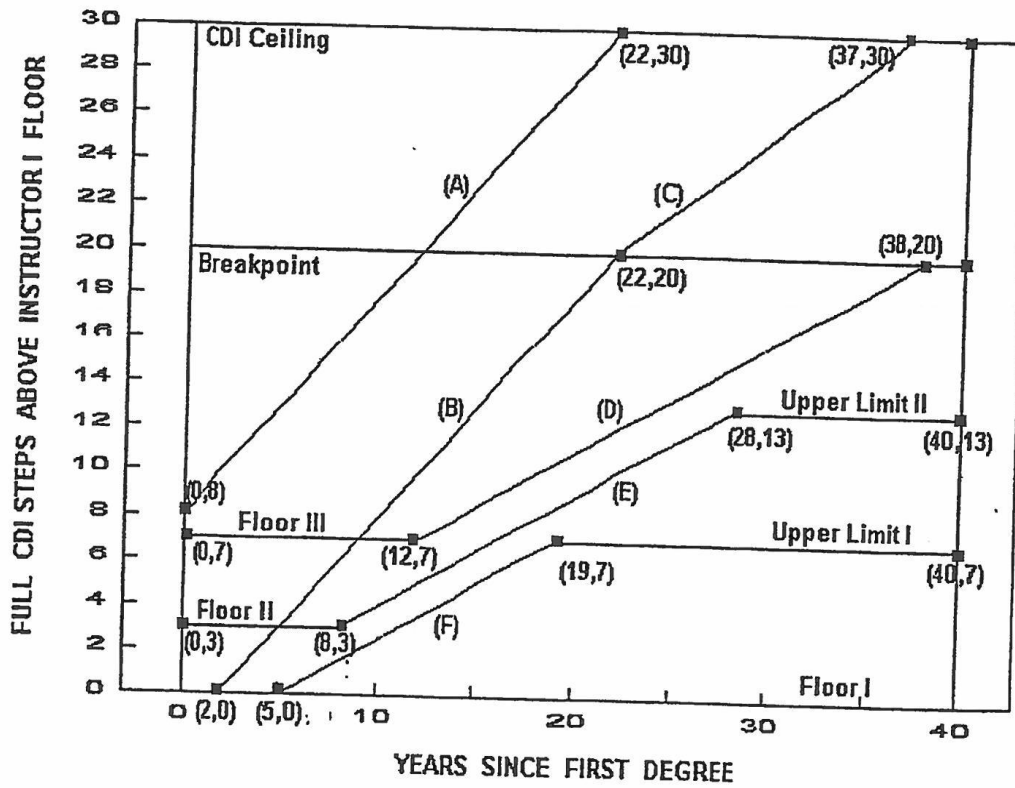
Numbers in parenthesis refer to point coordinates (Years, CDI steps)



KEY: A, Upper Limit III & IV B. Standard Line C. 2/3 CDI D. Lower Limit IV
 E. Lower Limit III F. Lower Limit II G. Lower Limit I

Numbers in parenthesis refer to point coordinates (Years, CDI steps)

INSTRUCTORS



KEY: A. Upper Limit III B. Standard Line C. 2/3 CDI
 D. Lower Limit III E. Lower Limit II F. Lower Limit I

Numbers in parenthesis refer to point coordinates (Years, CDI steps)