

Article 44: Adjustments to Units for Academic Reasons

44.01 No member shall be laid off for reasons other than financial emergency as per Article 45.

44.02 No action shall be taken under the terms of this Article, unless academic needs and priorities have been established by the ongoing academic planning processes, and recommended changes requiring Council, Senate and/or Board approval have been ratified by the normal processes.

44.03 Exceptional circumstances

- a) Exceptional circumstances may warrant a reduction in the number of positions beyond what can be achieved through such normal processes as voluntary transfer, resignation and retirements as determined by this Collective Agreement. Senate shall determine if such exceptional circumstances exist. Suspensions of admissions in an academic unit, and other measures designed to limit the acceptance of new program students, shall only be permitted for a maximum of twelve months, unless Senate approval is obtained.
- b) In particular, before Senate can debate the issue of exceptional circumstances, there shall be at least three (3) months notice, and the affected unit shall be given the opportunity to present its case. In the course of this debate, Senate shall:
 - i) review whether exceptional circumstances are such as to warrant closure of an academic unit/program if such action will result in a reduction in the number of faculty/librarian members, and
 - ii) review whether the exceptional circumstances are such as to warrant an adjustment to the number of positions and to recommend on the size of the adjustment and the number of positions in the academic unit after the adjustment; and
 - iii) verify that these actions are consonant with the academic priorities established by the Senate.
- c) When the debate is concluded and the question is called, the vote shall be deferred to the meeting immediately following. The vote shall then be taken with no further debate.

44.04 If the conditions of Articles 44.02 and 44.03 have been met, then the Employer shall:

- a) inform all members in the academic unit of its intentions to declare redundancy and establish a Joint Retraining and Transfer Committee (JRTC);
- b) terminate all part-time, LTA, ETA members with less than five (5) years of service and visiting faculty/librarian members in the unit upon the completion of their contracts;
- c) ensure that all tenured, probationary and ETA members with more than five (5) consecutive years of service are considered by the JRTC for an offer of transfer, or

retraining and transfer in accordance with article 44.06 and subsequent paragraphs.

44.05 JRTC composition and procedures

- a) The JRTC shall be composed of three (3) appointees of the Provost and three (3) appointees of the Association. The non-voting chair shall be chosen by, and from among, the JRTC members.
- b) The JRTC shall meet with the members concerned as well as, where appropriate, representatives of other units to which members may be transferred.
- c) Within sixty (60) days of being established, the JRTC shall make reasoned recommendations to the Provost on the redeployment of the remaining members in the academic unit, with a copy to the Association and the members concerned.

44.06 In particular, the JRTC may recommend, for a member affected, that:

- a) an offer of transfer be made to a position in another academic unit or an academic administrative position on the condition that the member possesses the qualifications required for the position;
- b) an offer of re-training and transfer be made should that person have the required aptitude for such training and a need exists. This option is available only for tenured members.

44.07 The Provost shall inform each of the members affected in writing of the reasoned decision in the member's case, with a copy to the Association, and make the member an offer. A member shall have up to thirty (30) days in which to respond.

44.08 When a member is offered a transfer as per Article 44.06 a) that person shall retain rank, salary, tenure, years of service towards salaried leave and all other entitlements.

44.09 A member who transfers shall have the right to continue research activity in her or his original discipline. The teaching assignment shall take into consideration the member's area of expertise.

44.10 A tenured member who has transferred without retraining shall have the right of first refusal for a vacant position in that member's area of expertise in the former academic unit.

44.11 A probationary member who transfers to another academic unit shall be eligible for mandatory tenure consideration in accordance with Articles 18 and 19 once the number of years required for tenure consideration have been served in the University. Such a member shall be entitled to up to four (4) years of deferral. The length of deferral chosen shall be contained in the Provost's letter.

44.12 When an offer is for re-training and transfer, it shall indicate the unit for which the member is to be retrained, and the member shall be granted sufficient time to develop a

specific proposal for a retraining program in consultation with the appropriate Dean and submit it to the Provost. The Provost shall then make a formal offer of retraining which shall specify the period for which salary be continued. The member's full salary shall be continued for the entire period of retraining. The offer shall remain in effect for one (1) month. Upon successful completion of the retraining program the member shall be transferred to the academic unit in accordance with the provisions of Articles 44.08 and 44.09.

44.13 Should a member not wish to accept an offer of transfer or retraining and transfer, that member may:

- a) submit the case to arbitration in order to determine if the refusal is valid.
 - i) If it is concluded that the refusal is not valid, the member shall accept the offer within fifteen (15) days of receiving a copy of the decision or terminate employment with the University.
 - ii) If it is decided that the refusal is valid, the member maintains employment with the University so long as another offer is not made by the Provost. Once another offer is made the same procedure is repeated.
- b) if eligible, opt for retirement as per Article 42.04 or for early retirement as per Article 42.07. Such members have the right to continue in the employ of the University for at least twelve (12) months from the date of the Provost's letter specified in Article 44.07, with employment ending May 31, August 31, or December 31 as the case may be. The members shall then receive a lump sum payment equivalent to one (1) month of their current nominal salary for every year of service to a maximum of twelve (12) years of service.
- c) choose to terminate employment with the University. Members who choose to terminate employment and are not eligible for retirement or early retirement shall continue in the employ of the University for at least twelve (12) months from the date of refusal of the offer and ending May 31, August 31, or December 31 as the case may be. The members shall then receive a lump sum payment equivalent to six (6) months of their current nominal salary plus the equivalent of one (1) month current nominal salary for every year of service to a maximum of twelve (12) years of service.

44.14 All correspondence with regard to Article 44 shall be copied to the Association.

44.15 Should a member wish to submit the case to arbitration as per Article 44.13 a), the University shall pay the entire cost of the arbitration.

44.16 For the purpose of this Article, "academic unit" shall include all units in which one (1) or more regular members hold an appointment.