POLICY ON EMPLOYMENT AND REMUNERATION OF ACADEMIC ADMINISTRATORS

Effective date: September 16, 2021 **Approval Authority:** Board of Governors

Supersedes/amends: December 9, 2020 **Policy Number:** HR-40

PREAMBLE

This Policy provides for the effective governance and administration of employment and Remuneration (as defined below) for the positions governed by this Policy.

While salary is an important component of Remuneration, other elements of a total Remuneration package are also significant and include Benefits (as defined below) and other working conditions. Working conditions include, but are not limited to, the intrinsic value of the job, opportunities to advance and to work with peers and other colleagues, the physical environment, professional and personal growth opportunities, and the opportunity to contribute to a vibrant and stimulating organization.

SCOPE

This Policy applies to Academic Administrators (as defined below).

This Policy shall be read in conjunction with any applicable legislation and any other applicable University policy, guideline, directive and the like.

PURPOSE

The purpose of this Policy is to:

a) attract and retain the best talent;

b) provide fair, competitive and equitable Remuneration and Benefits based on job duties, responsibilities, accountabilities and qualifications;

c) encourage growth and professional development within jobs and facilitate maximizing contribution within the University;

d) provide for consistent and fair application of the Policy, within the means and resources available to the University; and

e) provide managers with the opportunity to recognize and reward Academic Administrators for continued performance and professional development.

DEFINITIONS

For the purposes of this Policy, the following definitions shall apply:

"Academic Administrator" means an individual who meets the following criteria:

a) reports to the President; the Provost and Vice-President, Academic (the "Provost"); the Vice-President, Research and Graduate Studies; an Academic Dean or the University Librarian; and holds the position of:

- Associate Dean;
- Associate University Librarians; or
- Any other position designated by the President as an Academic Administrator; and

b) held a position in the Concordia University Faculty Association ("CUFA") bargaining unit before their appointment or for whom a position in CUFA is held upon the conclusion of the term of their administrative appointment.

"Administrative Leave" means a paid transition period during which the Academic Administrator may benefit from their Remuneration without having to perform the duties related to their administrative appointment. The purpose of this paid transition is to enable the Academic Administrator to update their skills, reintegrate into research networks and/or carry out any activity that would enable them to deepen their knowledge in order to exercise their professorial duties.

"Benefits" means the benefits for which University employees may be eligible, such as group insurance, pension, leaves and the like, as amended from time to time.

"General Increase" means the increase provided to the Academic Administrators to recognize their additional experience and development in their position.

"Legislative Provisions" means any applicable legislative provision, budgetary rule, guideline, directive and the like.

"Nominal Academic Salary" means the salary an Academic Administrator would earn as a faculty member, i.e. the CUFA grid salary, plus supplements if applicable.

"Remuneration" means any amount paid for the fulfilment of any employment duties, including, but not limited to, annual base salary, Nominal Academic Salary, stipends, lump sums, allowances and the like.

POLICY

Employment Agreements

1. The President, the relevant Vice-President, the relevant Academic Dean or the University Librarian, as applicable, shall contact Human Resources prior to engaging in discussions with respect to all new hires, appointments, employment agreement renewals, transfers to new, existing or interim positions, and promotions.

2. Following consultation with Human Resources, the relevant Vice-President, the relevant Academic Dean or the University Librarian, as applicable, shall make a recommendation to the President or to the relevant Vice-President, as applicable, regarding the conditions of an employment agreement.

3. The employment of an Academic Administrator shall be governed by an employment agreement that specifies the position, term, Remuneration, Benefits, severance and, when applicable, any Administrative Leave and any other relevant conditions of employment.

4. All employment agreements shall conform to the University employment agreement template and must be prepared by Human Resources.

5. All employment agreements shall bear the signatures of the Academic Administrator and of:

a) the Chair of the Board of Governors (the "Board") and the President in the case of Academic Administrators reporting to the President.

b) the President and the relevant Vice-President in the case of Academic Administrators reporting to a Vice-President.

c) the Provost and the relevant Academic Dean or the University Librarian in the case of Associate Deans and Associate University Librarians.

6. Employment agreements for Academic Administrator positions shall normally be for a 3 to 5-year term, with exceptions in cases of interim appointments, short-term extensions or other exceptional situations.

7. When an employment agreement is renewed for the same position with no substantive change in job responsibility, the employment conditions shall remain the same.

8. Academic Administrators may be assigned teaching responsibilities as part of their appointment, at the discretion of their supervisor. All courses taught by Academic Administrators shall be considered as part of the duties eligible for performance review.

Remuneration

9. Academic Administrators shall be excluded from the CUFA bargaining unit during the term of their administrative appointment and subsequent Administrative Leave. For the purposes of determining the salary of Academic Administrators who return to the CUFA bargaining unit upon the conclusion of the term of their administrative appointment, a Nominal Academic Salary shall be notionally maintained during the term of the administrative appointment and subsequent Administrative Leave by applying all of the adjustments accorded to members of CUFA to the Nominal Academic Salary of the Academic Administrators on the day they took office. The same conditions shall apply, adapted as required, to Academic Administrators appointed from outside of the University for whom a position in CUFA is held upon the conclusion of the term of their administrative appointment.

10. The stipends for Associate Deans and Associate University Librarians are contained in Appendix A and shall apply at the time of appointment.

11. The base salary of Associate Deans and Associate University Librarians consists of their Nominal Academic Salary and their stipend, which shall be adjusted as follows:

    a) Nominal Academic Salaries shall be adjusted as provided for in the CUFA collective agreement.

    b) stipends shall be reviewed annually, normally with effect June 1.

12. The Remuneration of Academic Administrators at the time of appointment shall be approved by the President or the relevant Vice-President, as applicable, in consultation with the Associate Vice-President, Human Resources. The Remuneration, Benefits and severance shall be in accordance with this and any other applicable University policy as well as applicable Legislative Provisions.

13. Specific market conditions or challenges as well as internal situations may warrant an exception in establishing a starting salary or to maintain market competitiveness. Any exceptions to the Remuneration, Benefit or severance provided for in this or any other applicable University policy to which an Academic Administrator would normally be entitled must be in accordance with applicable Legislative Provisions and shall be approved by the Associate Vice-President, Human Resources, in consultation with:

    a) the Chair of the Board and the President in the case of Academic Administrators reporting to the President.

    b) the President and the relevant Vice-President in the case of Academic Administrators reporting to a Vice-President.

    c) the Provost and the relevant Academic Dean or the University Librarian in the case of Associate Deans and Associate University Librarians.

14. The annual General Increase shall apply to the stipends of Academic Administrators.

15. Any salary adjustments resulting from the above must be in accordance with this and any other applicable University policy as well as applicable Legislative Provisions, and shall normally be made effective June 1.

16. Academic Administrators governed by this Policy as of March 1 or later shall not be eligible for the June 1 annual General Increase in their year of hire.

17. Academic Administrators shall be entitled to a professional development allowance which shall not exceed the amount contained in Appendix B and enables Academic Administrators to maintain their professional activities or assist them with remaining current in their area of expertise.

    All expenses incurred for this purpose shall be governed by all applicable University policies, guidelines, directives and the like, and must be approved in advance by the President, the relevant Vice-President, the relevant Academic Dean or the University Librarian, as applicable. In no event may the professional development allowance be a personal advantage for the Academic Administrators.

18. Academic Administrators shall be entitled to an annual vacation accrued at the same rate as that of members of the CUFA bargaining unit. Academic Administrators shall use their vacation entitlement before the conclusion of the term of their administrative appointment.

19. Academic Administrators may be eligible for the reimbursement of membership fees of a professional order, subject to the approval of the President, the relevant Vice-President, the relevant Academic Dean or the University Librarian, as applicable, and in consultation with Human Resources.

20. Academic Administrators shall be entitled to group insurance and pension plan available to members of the CUFA bargaining unit.

21. Academic Administrators may be entitled to other benefits in accordance with the relevant Human Resources policies, as amended from time to time.

22. When an Academic Administrator temporarily assumes, in an interim situation, additional duties and responsibilities above or at an equivalent level of their primary position, they may be eligible to receive an additional stipend. The stipend awarded shall be established by Human Resources, in consultation with the President and the relevant Vice-President, or with the Provost and the relevant Academic Dean or the University Librarian, as applicable.

23. When an Academic Administrator accepts a temporary assignment to another position above the level of their primary position, they shall be eligible to receive an additional stipend for the duration of the assignment. The stipend awarded shall be established by Human Resources, in consultation with the President and the relevant Vice-President, or with the Provost and the relevant Academic Dean or the University Librarian, as applicable.

Scholarly Research Allowance

24. The Academic Administrators may receive a scholarly research allowance to maintain their research activities over the course of the term of their administrative appointment. This allowance, which does not constitute Remuneration, is made available for research purposes, including, but not limited to, the employment of research staff, the funding of graduate students and other research-related expenses. In no event may the scholarly research allowance be a personal advantage for the Academic Administrators.

Performance Review

25. The President, the relevant Vice-President, the relevant Academic Dean or the University Librarian, as applicable, shall conduct a confidential performance review of the Academic Administrator and their goals and objectives annually.

26. For Academic Administrators whose performance has been unsatisfactory (either as part of the annual performance review or otherwise), the President, the relevant Vice-President, the relevant Academic Dean or the University Librarian, as applicable, shall discuss the results with the Academic Administrator. The President, the relevant Vice-President, the relevant Academic Dean or the University Librarian, as applicable, shall bring the matter to the attention of the Chair of the Board, the President or the relevant Vice-President, as applicable, who shall consult with the Associate Vice-President, Human Resources to discuss the appropriate steps to be taken, which may include the establishment of a performance improvement plan or other measures.

Administrative Leave

27. At the conclusion of the Academic Administrator's term of administrative appointment, they shall be entitled to an Administrative Leave.

28. The Administrative Leave shall be established based upon 2 months of Administrative Leave per year of service in the administrative appointment, to a maximum of a 1-year leave.

29. An Academic Administrator shall take their Administrative Leave immediately at the conclusion of the term(s) of their administrative appointment and before they return to the CUFA bargaining unit. Exceptionally, alternate arrangements can be made with the approval of the President or the relevant Vice-President, in consultation with the Associate Vice-President, Human Resources.

30. The salary rate during the Administrative Leave shall be based on the average salary earned during the last 6 years of the administrative appointment or such lesser period adapted as required.

31. If an Academic Administrator's administrative appointment is more than 6 years, they shall receive, for each year of service beyond 6 years, monetary compensation in lieu of administrative leave at the rate of 1 month's average salary earned during the last 6 years of the administrative appointment.

32. Subject to the approval by the President or the relevant Vice-President and in consultation with the Associate Vice-President, Human Resources, monetary compensation in lieu of Administrative Leave may be made only under exceptional circumstances, such as:

    a) the Academic Administrator will retire immediately upon ending a term of office.

    b) taking the full amount of leave would mean that an Academic Administrator would return to their regular duties at a date inconvenient for scheduling subsequent teaching duties.

    c) the Academic Administrator's department requires their immediate service to teach courses that cannot be taught by other faculty members.

    d) the Academic Administrator immediately assumes another Academic Administrative position.

    Such monetary compensation is paid at the rate of the value equal to 1 months' average salary, per year of service. The total monetary compensation in lieu of administrative leave may not exceed 6 months' average salary.

    All monetary compensation in lieu of administrative leave shall normally be made as a single lump sum payment. If leaves or payouts are being made for service in a combination of positions, separate calculations are made for the entitlement from each position as if the incumbent concluded their service in each position, and then the totals of these calculations are combined.

33. No monetary compensation in lieu of Administrative Leave shall be banked or otherwise deferred.

34. During the Administrative Leave, an Academic Administrator shall only be entitled to receive the salary referred to in section 30, the professional development allowance and the continuation of the Benefits, as applicable.

35. Subject to the approval from the President or relevant Vice-President, an Academic Administrator may, while on Administrative Leave, devote the equivalent of up to 1 day per week to relevant outside employment. If an Academic Administrator accepts any employment with another employer which exceeds the equivalent of 1 day per week, they must resign their position at the University and shall forfeit their entitlement to any Administrative Leave.

36. An Administrative Leave may be combined with a sabbatical leave, but the total duration of such combined leaves may not exceed 2 years. In cases where a combined Administrative Leave and sabbatical leave amounts to more than 2 years, monetary compensation must be paid in lieu of the appropriate portion of the Administrative Leave.

37. The Academic Administrator must return to the CUFA bargaining unit in order to take advantage of any of the privileges provided by the CUFA collective agreement (leaves, early retirement, etc.). The term(s) of the administrative appointment and the Administrative Leave will not count towards sabbatical eligibility. An Academic Administrator who retires from the University under the relevant section of the CUFA collective agreement during or following the term(s) of their administrative appointment are eligible for retirement-related remuneration only at the Nominal Academic Salary effective at the time of their retirement.

Policy Responsibility and Review

38. The Board of Governors shall approve this Policy. Following its initial approval, the General Increase applied to the stipends shall be approved by the Human Resources Committee on an annual basis. Any modification to the professional development allowance amount shall be approved by the President.

39. The overall responsibility for implementing and recommending amendments to this Policy shall rest with the Associate Vice-President, Human Resources, in collaboration with the Provost and the Secretary-General.

Approved by the Board of Governors on June 7, 2013; and amended on December 9, 2020, and September 16, 2021.

Appendix A

Stipends for Academic Administrators

Effective Date: June 1, 2024

Positions	Annual Stipend 1st Term	Annual Stipend 2nd and subsequent terms
Associate Dean and Associate University Librarian	$17,804	$20,489
Any other position designated by the President as an Academic Administrator	Stipend amount will be applied as appropriate	

Appendix B

Professional Development Allowance for Academic Administrators
Effective Date: June 1, 2023

Positions	PDA Amount
Academic Administrator	$3,000