Article 31
COOPERATIVE AND FIELD EDUCATION

31.01 In this Article the term “ASM-CE” refers to “Academic Staff Member in Cooperative Education” and the term “ASM-FE” refers to “Academic Staff Member in Field Education”. The combined title Academic Staff Member in Cooperative or Field Education (ASM-CFE) shall be used when referring to both Cooperative Education and Field Education Academic Staff Members as defined in Clause 1.03(b).

31.02 For the purposes of this Article, the Academic Unit for departmentalized Faculties shall be the Faculty.

31.03 The Administrative Head for ASM-CFEs shall be the Dean or delegate of the Academic Unit. In the Faculty of Engineering and Applied Science the Administrative Head for ASM-CFEs shall be the Director, Cooperative Education Office. Wherever “students” are referenced in this Article the reference is to students in co-operative education programmes, or students in clinical or field internship programs, as is appropriate.

31.04 The duties and responsibilities of ASM-CEs shall include:

(a) developing work term experience opportunities;
(b) matching students with appropriate work term experience opportunities;
(c) monitoring and evaluating students in meeting work term requirements;
(d) developing and presenting professional development seminars;
(e) providing individual career and professional development counselling;
(f) implementing appropriate reflective learning activities;
(g) academic service; and
(h) research and professional development approved under Clause 31.21.

31.05 The duties and responsibilities of ASM-FEs shall include:

(a) developing internship, and clinical placement opportunities;
(b) matching students with internship or clinical placement experience opportunities;
(c) monitoring and evaluating students in meeting work term, field internship requirements, and clinical placement experience;
(d) developing and presenting field instruction courses;
(e) implementing field instruction to students;
(f) academic service, including chairing Field Education seminars; and
(g) research and professional development approved under Clause 31.21.

31.06 The pattern of assigned duties and responsibilities outlined in Clauses 31.04 and 31.05 may vary from time to time and from individual to individual, and shall be assigned in writing each semester by the Dean or delegate, the Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, in consultation with the ASM-CFE but shall normally include a minimum of three (3) of the duties outlined, excluding academic service, and research and professional development [31.04(g) and (h) and 31.05(f) and (g)]. ASM-CFE duties shall not be assigned to an ASM other than an ASM-CFE without the agreement of the ASM. Such duties shall be compensated by a reduction in the duties specified in Article 3, or by remuneration on a pro rata basis in accordance with Appendix D.4. An ASM who is not an ASM-CFE and who is being considered for ASM-CFE duties shall advise the University of their compensation choice, at which time the University shall have the option of seeking an alternative.

31.07 ASM-CEs and ASM-FEs shall be appointed to one or more Academic Unit(s) as ASM-CFE I or ASM-CFE II. When an ASM-CE is appointed to more than one Academic Unit, one of the Academic Units shall be designated as the primary unit. Appointments shall be probationary, permanent or term. A term ASM-CFE shall perform all of the normal duties of a permanent or probationary ASM-CFE.

31.08 By mutual consent of the ASM-CE and the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, part of the normal assigned duties of the ASM-CE may be assigned and carried out in an Academic Unit other than the one(s) in which the ASM-CE had been initially assigned provided the ASM-CE is competent to perform the duties in the other Academic Unit. Neither the ASM-CE nor the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering
and Applied Science, shall unreasonably withhold their consent. ASM-FEs shall only be assigned to the Academic Unit to which they have been appointed.

31.09 ASM-FEs and ASM-CEs are eligible to become members of the faculty councils in accordance with the procedures outlined in the faculty council constitutions.

31.10 A probationary appointment in the classification of ASM-CFE I or ASM-CFE II shall be made for an initial period of one (1) year. An ASM-CFE II shall hold as a minimum qualification a master’s degree.

31.11 When an ASM-CE position is to be filled the procedure for appointment of a Search Committee shall be as follows:

(a) When an Academic Unit has three (3) or more ASM-CES, a Search Committee consisting of three (3) ASMs shall be formed, two (2) of whom shall be ASM-CES who are elected by ASM-CES from within the Academic Unit.

(b) When an Academic Unit has less than three (3) ASM-CES, a Search Committee consisting of two (2) ASMs shall be formed, one (1) of whom shall be an ASM-CE elected by ASM-CES from within the Academic Unit. If an Academic Unit has no ASM-CES eligible for election, the Search Committee will consist of one (1) ASM from within the Academic Unit who shall be appointed and one (1) ASM-CE elected from across all Academic Units.

The Search Committee shall undertake the interview process and make a recommendation on hiring to the Dean. Professional support and consultation shall be provided by the Employment Equity Officer when requested by the Chair of the Search Committee. At the request of the Chair of the Search Committee, a representative from the Joint Equity Committee shall meet with the Search Committee.

31.12 When an ASM-FE position is to be filled, the Search Committee shall consist of an ASM appointed by the Dean and an ASM-CE elected by ASM-FEs from within the Academic Unit. Field instructors, nurse clinical preceptors and students may be consulted. The Search Committee will recommend hiring to the Dean. Professional support and consultation shall be provided by the Employment Equity Officer when requested by the Chair of the Search Committee. At the request of the Chair of the Search Committee, a representative from the Joint Equity Committee shall meet with the Search Committee.

31.13 When a probationary ASM-CE is being considered for permanent status, the evaluation shall be made by the Dean following consultation with all ASM-CES in the Academic Unit. Other ASMs in the Academic Unit may also be consulted. The ASM-CE shall be informed of the initial decision one (1) month prior to the one (1) year anniversary of the appointment. If the initial decision of the Dean is not to make the ASM-CE permanent, written reasons shall be provided and the ASM-CE shall have an opportunity to respond. If the final decision is not to make the ASM-CE permanent, the appointment shall terminate on the first year anniversary.

31.14 When a probationary ASM-FE is being considered for permanent status, the evaluation shall be made by the Dean following consultation with the ASM-FEs in the Academic Unit. Other ASMs and students may also be consulted. The ASM-FE shall be informed of the initial decision one (1) month prior to the one (1) year anniversary of the appointment. If the initial decision of the Dean is not to make the ASM-FE permanent, written reasons shall be provided and the ASM-FE shall have an opportunity to respond. If the final decision is not to make the ASM-FE permanent, the appointment shall terminate on the first year anniversary.

31.15 The criteria applied in evaluating an ASM-CFEs application for appointment or permanent status shall reflect the duties and responsibilities set out in this Article as assigned by the Administrative Head.

31.16 When ASM-CFEs are assigned by the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, to monitor and evaluate students in accordance with Clause 31.04(c) or 31.05(c), the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, shall determine the number of students an ASM-CFE shall monitor and evaluate. In doing so, the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, shall take into account the pattern of assigned responsibilities and any requirement for travel outside the campus municipality. The maximum number of students to be monitored
and evaluated by each ASM-CFE shall not exceed forty-two (42). If for any reason an ASM-CFE monitors and evaluates students numbering in excess of forty-two (42), the ASM-CFE shall be remunerated at a rate of three hundred dollars ($300) for each student in excess of forty-two (42).

31.17 Notwithstanding Clause 31.16, from time to time and for operational reasons, an ASM-CE may be required by the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, to visit outside the campus municipality up to six (6) additional students who are currently being monitored and evaluated by other ASM-CFEs. A report of such visits shall be made to the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, upon request.

31.18 With their consent, an ASM-CFE may be assigned responsibility to teach a course. Such teaching duties shall be compensated by a reduction in the duties specified in this Article or by remuneration in accordance with this Collective Agreement. An ASM-CFE who is being considered for a teaching assignment shall advise the University of their compensation choice, at which time the University shall have the option of seeking an alternative teacher.

31.19 A Program Manager shall be appointed for each Academic Unit, except for the Faculty of Engineering and Applied Science, from among the ASM-CFEs in that Unit. When the position of Program Manager is to be filled, the ASM-CFEs in that Academic Unit shall nominate, in writing, a candidate for the position of Program Manager. The Dean shall approve the appointment or shall return the nomination to the ASM-CFEs in the Academic Unit for further consideration, with a statement of the reasons why the recommendation has not been accepted.

The term of a Program Manager shall be for a three (3) year period. The Program Manager’s share of duties and responsibilities set out in Clause 31.04 or 31.05 shall be reduced by five (5) percent for each ASM-CFE they manage in the Academic Unit to a maximum reduction of fifty (50) percent. In addition to these duties and responsibilities, the Program Manager shall:

(a) provide administrative and budgetary information to the Dean, and

(b) coordinate the activities of the Cooperative or Field Education Office in their Academic Unit.

31.20 Deans of Academic Units in which ASM-CFEs are appointed shall meet collectively with all ASM-CFEs once each semester to discuss issues related to Cooperative and Field Education at the University.

SUPPORT FOR RESEARCH AND PROFESSIONAL DEVELOPMENT
31.21 An ASM-CFE holding a permanent position may apply to the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, for release time on full salary from normal duties in order to pursue a research project under the following conditions:

(a) the ASM-CFE must have worked twenty-four (24) months as a ASM-CFE before the beginning of a release period of four (4) months or must have worked forty-eight (48) months before the beginning of a release period of eight (8) months;

(b) the ASM-CFE, when applying for release time, shall present a proposal outlining the purpose, nature, scope and potential outcome of the research project to the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, at least eight (8) months before the release time is proposed to begin;

(c) the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, may seek advice from appropriate ASMs concerning the value of the proposal and the likelihood of it being successfully completed;

(d) the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, shall notify the ASM-CFE whether the release time has been approved within two (2) months of the application;
(c) within forty (40) days of the conclusion of the release time, the ASM-CFE shall present the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, with a report concerning the activities undertaken and the outcomes of these activities;

(f) release from normal responsibilities approved by the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, shall be scheduled by mutual agreement between the ASM-CFE and the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science;

(g) applications for release time shall not be unreasonably denied.

31.22 At any given time, a maximum of three (3) ASM-CFEs, may be on release time. This provision applies on a University-wide basis.

TRAVEL
31.23 An ASM-CFE who is required by the Dean or delegate, or Director, Cooperative Education Office in the Faculty of Engineering and Applied Science, to undertake travel as part of their assigned responsibilities shall be reimbursed for travel according to the University's policy, Travel - General in effect April 9, 2013. Should the University adopt policies on travel more advantageous to the ASM-CFE than those in effect on the date of signing of the Collective Agreement, the more favourable policy shall apply.

31.24 No ASM-CFE shall be required to own a car, or to use their personal car for travel related to the duties and responsibilities of the ASM-CFE.

EMPLOYMENT EQUITY
31.25 Each applicant for a position shall be sent a self-identification form as referenced in Article 30. Where target groups are under-represented within the Academic Unit and the qualifications of short-listed target group and non-target group candidates are substantially equal and meet the criteria established for the appointment in question, a candidate from a target group shall be recommended for appointment by the Dean. At the conclusion of the search, the Joint Equity Committee shall be invited to review all aspects of the hiring. No other provision of Article 30 shall apply to the hiring of an ASM-CFE.

INTELLECTUAL PROPERTY
31.26 Intellectual property resulting from release time in accordance with Clause 31.21 shall be subject to the provisions of Article 28. All other intellectual property developed by ASM-CFEs in the course of their assigned duties and responsibilities shall be the property of the University.

LAYOFF
31.27 The provisions of Article 26 with respect to layoff and academic program redundancy do not apply to ASM-CFEs.

31.28 For the purposes of this Article, “layoff” shall mean the temporary cessation of employment of an ASM-CFE due to a reduction in the number of students, technological change, and/or a change in the programme.

31.29 For the purposes of this Article, “seniority” shall mean the length of service as an ASM-CFE with the University. Layoffs of ASM-CFEs shall, subject to the senior ASM-CFE having the qualifications and ability to perform the required work, be in reverse order of seniority. ASM-CFEs shall not be bumped by another ASM-CFE outside the Academic Unit.

31.30 No permanent ASM-CFE qualified and able to perform the required work shall be laid off while there is an ASM-CFE holding a position with a fixed term within that Academic Unit.

EXEMPTIONS
31.31 ASM-CFEs shall not:

(a) be granted sabbatical leave;
(b) serve on Search Committees or Promotion and Tenure Committees for Faculty Members, Counselling Faculty Members and Librarians;

(c) be subject to any of the terms of Articles 23 and 24 except for Clauses 23.10, 23.20 and 24.01;

(d) be subject to the provisions of Clause 26.08 or Clauses 26.17 through 26.53.

SEVERANCE

31.32 An ASM-CFE entitled to severance pay on or before October 1, 2002 shall retain this entitlement according to the conditions as follows:

(a) An ASM-CFE with not less than ten (10) years of service at the University exclusive of time in an ASM position who retires or resigns, and the estate of an ASM-CFE who dies, shall be entitled to receive payment for five (5) days pay for each year of service, up to a maximum of one hundred (100) days pay.

(b) An ASM-CFE shall not accumulate further entitlement toward severance pay after October 1, 2002.