

AGREEMENT

Between the Irish Federation of University Teachers (IFUT) and the Canadian Association of University Teachers (CAUT) to Provide Services for Members of IFUT Working Temporarily in Canada and Individual Affiliated Members of the CAUT Working Temporarily in the Republic of Ireland

1. This is a reciprocal agreement between the Irish Federation of University Teachers (IFUT) and the Canadian Association of University Teachers (CAUT) that provides for services for (a) members of IFUT working temporarily in institutions in Canada at which there is a CAUT member association and, if a union, where visiting academic staff are not included in the bargaining unit, and (b) for individual affiliated members of the CAUT working temporarily in institutions of higher education in the Republic of Ireland where IFUT is recognised
2. Affiliate or Associate members receiving services in the host country must remain members in good standing of their home organization and continue to pay appropriate fees. Affiliate or Associate members shall register with the host organization which will inform the home organization of their registration.
3. Individual affiliated members of the CAUT working in the Republic of Ireland who do not become regular members of IFUT shall be eligible for complimentary membership in IFUT as “affiliate members.” The period of complimentary affiliate membership for any individual shall not exceed two (2) years.
 - A. When individual affiliated members of the CAUT are arranging temporary employment in the Republic of Ireland, the CAUT will direct them to IFUT, which will provide information, advice and informal representation, if required, to determine the terms of the contract of employment of the affiliate members and any other employment issues arising from the appointment. Such assistance may be provided either by the appropriate full-time official at the national level or officers of IFUT at the institution.
 - B. IFUT branches may, at their absolute discretion, invite affiliate members to attend general meetings and to take part in discussions.
 - C. Affiliate members may take part in national activities of UFUT by invitation from an appropriate official.
 - D. Affiliate members will not take part in elections for local or national officers of IFUT.
 - E. Affiliate members cannot take part in IFUT ballots concerning industrial action.

F. Affiliate members will be entitled to receive IFUT publications while working in Ireland.

G. Affiliate members shall have access to any financial services available to members of IFUT in Ireland, subject to any limitations required by the providers of such services.

H. Affiliate members shall not have any automatic entitlement to professional legal advice and representation. Where a significant legal principle is identified by the national Executive Committee of IFUT, discussions will take place between the two organisations and an agreement reached on liability for costs arising from any legal advice or representation. Neither organisation is obliged, by virtue of this agreement, to provide representational services and/or financial assistance for such services. For the avoidance of doubt, this clause does not override the residual discretion of the national Executive Committee of IFUT to decide whether or not to provide legal advice or representation.

4. Members of IFUT working in Canada at an institution at which there is an active CAUT member association, and who are not members of a CAUT bargaining unit, shall be eligible for complimentary membership in the CAUT as “Individual Associate Members.”¹ The period of complimentary associated membership for any individual shall not exceed two (2) years.

A. Individual associate members shall have access to any services available to other members of the CAUT through the CAUT’s Affinity Programs, subject to any limitations required by the providers of such services.

B. CAUT member associations may, at their absolute discretion, invite individual associate members to attend general meetings and to take part in discussions.

C. Individual associate members may take part in national activities of the CAUT by invitation from an appropriate official.

D. Individual associate members will not take part in elections for national officers of the CAUT and shall not be entitled to vote on matters coming before the CAUT Council.²

E. Individual associate members will be entitled to receive the CAUT *Bulletin* while working in Canada.

1 As provided by Article 4.6 of the November, 2005, version of the CAUT By-law.

2 As provided by Article 4.8 in the November, 2005, version of the CAUT By-Law

F. When members of IFUT are arranging temporary employment in Canada, IFUT will direct them to the CAUT, which will provide information, advice and informal representation, if required, to determine the terms of the contract of employment of the individual associate members and any other employment issues arising from the appointment. Such assistance may be provided by the appropriate full-time official at the national level and/or by a CAUT member association at the institution.

G. Individual associate members shall not have an automatic entitlement to professional legal advice and representation. Where a significant legal principle is identified by the CAUT, discussions will take place between the two organisations and an agreement reached on liability for costs arising from any legal advice or representation. Neither organisation is obliged, by virtue of this agreement, to provide representational services and/or financial assistance for such services. This clause does not override the residual discretion of the CAUT to decide whether or not to provide legal advice or representation.

H. Individual associate members may appeal to CAUT if they consider that their professional rights have been infringed by their Canadian employer. CAUT will decide whether or not to provide advice or service or representation to the associated member.

5. The CAUT and IFUT both agree to promote this agreement within their countries as the Transnational Higher Education Individual Associate Membership Plan.
6. Services provided by both the CAUT and IFUT to affiliate or associate members shall be borne in consideration for similar services from the other organisations under this reciprocal agreement.
7. This agreement may be terminated by either party by giving the other six (6) months written notice. At the end of the period of such notice, no affiliate or associate member is entitled to any benefits under the terms of this agreement.

Agreed to this _____ day of _____, 2007:

PRESIDENT:

(CAUT)

PRESIDENT:

(IFUT)

EXECUTIVE DIRECTOR: _____ (CAUT)

GENERAL SECRETARY: _____ (IFUT)