

AGREEMENT

Between the Canadian Association of University Teachers (CAUT) and the American Association of University Professors (AAUP) to Provide Services for Members of the CAUT Working Temporarily in the United States and Members of the AAUP Working Temporarily in Canada.

1. This is a reciprocal agreement between the Canadian Association of University Teachers (CAUT) and the American Association of University Professors (AAUP) that provides for services for (a) members of the CAUT working temporarily in institutions in the United States at which there is an AAUP chapter and, if a collective bargaining chapter, where visiting faculty are not included in the bargaining unit, and (b) for members of the AAUP working temporarily in institutions of higher education in Canada at which there is a CAUT member association and, if a union, where visiting faculty are not included in the bargaining unit.
2. The AAUP will recommend to AAUP members who are visiting faculty at an institution at which there is an active CAUT member association that they participate in the association if this is possible.
3. The CAUT will recommend to CAUT members who are visiting faculty at an institution at which there is an active AAUP chapter that they join the AAUP.
4. Members of the AAUP working in Canada at an institution at which there is an active CAUT member association for a period not to exceed two (2) years and who are not members of the union bargaining unit, shall be eligible for a complimentary associated membership in the CAUT as “Individual Associate members ” as provided by article 4.5 of the CAUT General By-law.
 - A. When members of the AAUP are arranging temporary employment in Canada, the AAUP 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 associated 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 and/or by a CAUT member association at the institution.
 - B. Individual associate members shall have access to any services available to members of the CAUT in Canada in the CAUT Affinity Programs ((a) Life, Accident and Professional Property Insurance, b) Home, Auto and Travel Insurance, c) Mortgage Lenders, d) Credit Card, e) Car Rentals, f) Office Products) subject to any limitations required by the providers of such services.
 - C. CAUT member associations may, at their absolute discretion, invite associate members to attend general meetings and to take part in discussions.
 - D. Individual associate members may take part in national activities of the CAUT by invitation from an appropriate official.
 - E. 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 as provided by article 4.7 of the CAUT By-Law.
 - F. Individual associate members will be entitled to receive the CAUT Bulletin while working in Canada.

- 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 associations and an agreement reached on liability for costs arising from any legal advice or representation. Neither association 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. The CAUT Committee will decide whether or not to provide advice or service or representation to the associate member.
5. Members of the CAUT working in the United States at an institution at which there is an active AAUP chapter for a period not to exceed two (2) years and who are not members of an AAUP bargaining unit, shall be eligible for a complimentary associated membership in the AAUP as “public members”.
- A. Associated members shall have access to any financial services available to members of the AAUP in the United States, subject to any limitations required by the providers of such services.
 - B. AAUP chapters may, at their absolute discretion, invite associated members to attend general meetings and to take part in discussions.
 - C. Associated members may take part in national activities of the AAUP by invitation from an appropriate official.
 - D. Associated members will not take part in elections for local, state or national officers of the AAUP and will not have a vote on local, state or national policy matters.
 - E. Associated members of collective bargaining chapters may not vote on matters pertaining to collective bargaining.
 - F. When members of the CAUT are arranging temporary employment in the United States, the CAUT will direct them to the AAUP, which will provide information, advice and informal representation, if required, to determine the terms of the contract of employment of the associated 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, by an AAUP state conference and/or by an AAUP chapter at the institution.
 - G. Associated members shall not have an automatic entitlement to professional legal advice and representation. Where a significant legal principle is identified by the AAUP, discussions will take place between the two associations and an agreement reached on liability for costs arising from any legal advice or representation. Neither association 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 AAUP to decide whether or not to provide legal advice or representation.
6. The AAUP and the CAUT both agree to promote this agreement within their countries as the

Transnational Higher Education Individual Associate Membership Plan.

7. Services provided by both the AAUP and the CAUT to associated members shall be borne in consideration for similar services from the other association under this reciprocal agreement.
8. This agreement shall last for three (3) years from the date of signing.
 - A. This agreement may be extended for a further period by mutual agreement at the end of the three (3) year term.
 - B. 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 associated member is entitled to any benefits under the terms of this agreement.
 - C. During the three (3) years of this agreement, the associations agree to record and monitor the number of associated members who receive benefits under the agreement and provide a breakdown of the same by name, type of service and cost where this information can be determined. Each association will report on the findings to the other on an annual basis.