

## DEFINITIONS

<b>Agreement:</b>	this Collective Agreement.
<b>Association:</b>	the Mount Saint Vincent University Faculty Association.
<b>Board:</b>	the Mount Saint Vincent University Board of Governors.
<b>Employee:</b>	a member of the bargaining unit.
<b>Employer:</b>	the Mount Saint Vincent University Board of Governors.
<b>Full-time Appointment:</b>	a type of appointment whose workload is as specified in Articles 23.1 and 23.2 or 45 for faculty, or Articles 24.1 and 24.2 for librarians.
<b>Member:</b>	a member of the bargaining unit.
<b>Partial-time Appointment:</b>	a type of appointment whose workload is either one-half or three-quarters of the load specified for full-time appointments.
<b>President:</b>	the President of the University.
<b>Unit of Teaching:</b>	two half-units consisting of 36-39 contact hours each, pursuant to Article 23.2.1.
<b>University Librarian</b>	Chief Librarian under the terms of Appendix A. When this position is vacant, the Dean of Arts and Science will act as University Librarian for the purposes of this Agreement.

### **ARTICLE 1: RECOGNITION**Error! Bookmark not defined.

- 1.1** The Employer recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit as defined by the certification order of the Nova Scotia Labour Relations Board dated 16 March, 1988. The certification order, including Schedule A, is attached to this Agreement as Appendix A.

### **ARTICLE 2: ACADEMIC FREEDOM**Error! Bookmark not defined.

- 2.1** The Employer and the Association agree to abide by the principles of academic freedom as expressed in the following statement: academic freedom involves the right to teach,

investigate, speculate, and publish without deference to prescribed doctrine and free from institutional censorship. It involves the right to criticize the University and the Association. The right to academic freedom carries with it the duty to use that freedom in a responsible way.

- 2.2** Academic freedom does not confer legal immunity, nor does it diminish the obligation of members to meet their responsibilities as defined in this Agreement.

**ARTICLE 3: NO DISCRIMINATION**Error! Bookmark not defined.

**3.1**Error! Bookmark not defined. It is agreed that there shall be no discrimination practiced with respect to any employees by reason of race, creed, colour, age (except as limited by Article 42), ancestry or national origin, political or religious affiliation, belief or practice, sex, sexual orientation, marital status, family relationship, membership or activity in the Association, or handicap or disability or language (providing such do not preclude the Member's carrying out required duties).

**3.2**Error! Bookmark not defined. It is understood and agreed that, notwithstanding 3.1 above, the Employer's policy with respect to the preferred hiring of women shall continue and shall be encouraged and developed by the parties to this Agreement.

**3.3**Error! Bookmark not defined. It is understood and agreed that, notwithstanding 3.1 above, the Employer, having signed a Certificate of Commitment to Implement Employment Equity under the terms of the Federal Contractors Program, is committed to the hiring of women, visible minorities, aboriginal peoples and persons with disabilities.

**ARTICLE 4: DURATION**Error! Bookmark not defined.

**4.1**Error! Bookmark not defined. This Collective Agreement comes into effect on the date of ratification and expires on 30 June, 2003.

**4.2**Error! Bookmark not defined. Either party may, within the period of 120 calendar days and 60 calendar days prior to the expiry of this Agreement, give notice in writing to the other party of its desire to bargain with a view to renewal or revision of this Collective Agreement.

**4.3**Error! Bookmark not defined. This Collective Agreement shall remain in full force and effect until such time as agreement has been reached with respect to renewal or revision or until such time as a legal strike or lock-out occurs.

**ARTICLE 5: STRIKES AND LOCKOUTS**Error! Bookmark not defined.

**5.1** During the term of this Agreement, the Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts.

**ARTICLE 6: MANAGEMENT RIGHTS**Error! Bookmark not defined.

**6.1** The Association recognizes the Employer's right to manage and operate the University, except as explicitly limited by this Collective Agreement.

**ARTICLE 7: JOINT COMMITTEE FOR ADMINISTRATION OF THE AGREEMENT**Error! Bookmark not defined.

**7.1**Error! Bookmark not defined. A joint committee for the Administration of this Collective Agreement, composed of three (3) representatives of the Employer and three (3) representatives of the Faculty Association, shall be established within twenty (20) working days of the signing of this agreement. Representatives of each party, with one alternate, shall be named annually by 30 April.

**7.2**Error! Bookmark not defined. This committee shall meet as necessary at the written request of either party with ten (10) working days' notice.

**7.3**Error! Bookmark not defined. This committee shall undertake to seek the timely correction of conditions that may give rise to misunderstanding, and to be a forum for the mutual exchange of information relating to this Agreement. Its purpose shall be to encourage cooperation between the parties with respect to administration of the Agreement, to hear complaints and consider suggestions in this regard, and to resolve questions regarding the interpretation or application of the Agreement.

**7.4**Error! Bookmark not defined. Two (2) members of the committee representing each party must be present to constitute a quorum. Agreement between two (2) members of the Administration and two (2) members of the Faculty Association shall constitute a decision. Decisions of the committee shall, when signed by a representative of each party, be binding on all parties.

**7.5**Error! Bookmark not defined. The parties agree to exchange lists of matters they wish to be discussed at least three (3) working days prior to a scheduled meeting.

**7.6**Error! Bookmark not defined. Matters that are being dealt with under the grievance and arbitration articles of this Agreement (Articles 36 and 37) shall not be the subject matter of these meetings.

**7.7** Minutes of these meetings shall be provided to Committee members, the President of the Association, and the President of the University.

**ARTICLE 8: PROVISION OF FACILITIES FOR THE ASSOCIATION**Error! Bookmark not defined.

**8.1**Error! Bookmark not defined. The Employer shall provide the Association the use of an office, including light, heat and cleaning services, free of charge.

**8.2Error! Bookmark not defined.** The Association shall have access to the internal postal service and to available meeting rooms within the University, according to established policies and booking procedures, free of charge.

**8.3Error! Bookmark not defined.** In return for payment at prevailing rates, the Association shall have access to the printing, computing, library, audio-visual, telephone and any other University services available at established rates.

**ARTICLE 9: COURSE RELIEF FOR THE ASSOCIATION**Error! Bookmark not defined.

**9.1Error! Bookmark not defined.** The University will provide one unit of course relief to the President of the Faculty Association.

**9.2Error! Bookmark not defined.** The Association may purchase additional units of relief at prevailing part-time rates for one or more of its members with the agreement of the member's (members') chair(s) and appropriate Dean(s), and upon request to the Vice-President (Academic). Such requests shall normally be made annually by 15 May.

**ARTICLE 10: MEMBERSHIP AND DUES**

**10.1Error! Bookmark not defined.** No faculty member or librarian is required to join the Association as a condition of employment. However, each member of the bargaining unit, whether or not she is a member of the Association, shall pay dues or the equivalent of dues to the Association, except while the member is on a leave of absence without pay, or long-term disability.

**10.2Error! Bookmark not defined.** The Employer shall deduct bi-weekly the dues or the equivalent of dues as assessed by the Association, from the salaries of all members of the bargaining unit.

**10.3Error! Bookmark not defined.** Within fifteen (15) calendar days of the end of the last pay period of each month, the Employer shall forward to the treasurer of the Association the full amount of the deductions, accompanied by a list of the names and corresponding deduction for each member of the bargaining unit from whose salary a deduction has been made.

**10.4Error! Bookmark not defined.** On or before 1 September of each year, the Employer shall provide to the President of the Association a listing for the current year of all members of the bargaining unit by name, age, rank, appointment status, date of initial appointment, Y value or grid placement and salary. The confidentiality of individual data shall be respected by the Association.

**ARTICLE 11: COPIES OF THE AGREEMENT**Error! Bookmark not defined.

**11.1** The Employer shall provide one (1) copy of this Agreement to each member within thirty (30) calendar days following signing of this Agreement.

**11.2Error! Bookmark not defined.** A copy of this Agreement shall accompany a formal, written offer of employment to a prospective member of the bargaining unit.

**ARTICLE 12: FINANCIAL INFORMATION**Error! Bookmark not defined.

**12.1** As soon as such information is available, the Employer shall provide to the President of the Faculty Association:

**12.1.1**Error! Bookmark not defined. the annual budget as approved by the Board of Governors;

**12.1.2**Error! Bookmark not defined. the annual audited financial statement of the University;

**12.1.3**Error! Bookmark not defined. a copy of the University's submission to the M.P.H.E.C.

**ARTICLE 13: PAST POLICIES AND PRACTICES OF THE UNIVERSITY**Error! Bookmark not defined.

**13.1**Error! Bookmark not defined. Subject to the provisions of this Agreement, both parties shall recognize the following as past policies and practices of the University:

**13.1.1** Faculty representation on search and evaluation committees for senior academic and administrative positions. These positions shall include: President, Vice-President (Academic), Vice-President (Administration), University Librarian, Deans, Directors, any other administrator(s) to whom these named positions report and any other position at an administrative level equivalent to the positions named herein;

**13.1.2** The right of faculty members elected to the Board of Governors to participate on all committees of the Board, including the Finance Committee. The President of the Faculty Association will sit on the Finance Committee so long as she is a member of the Board of Governors.

**13.1.3** Faculty representation on presidential committees relating to the University's academic function(s) and matters pertaining to the University as a whole, excluding the President's Forum;

**13.1.4** Faculty representation on the senior committee responsible for preparation of the budget.

**ARTICLE 14: FAIR TREATMENT AND SEXUAL HARASSMENT**Error! Bookmark not defined.

**14a** **Fair Treatment**

**14a.1**Error! Bookmark not defined. The parties to this agreement endorse the principles of, and agree to abide by the procedures in the Mount Saint Vincent University *Fair Treatment Policy*.

**14a.2**Error! Bookmark not defined. Nothing in this article or in the *Fair Treatment Policy* is intended to inhibit normal social relationships, freedom of expression, or academic freedom.

**14a.3**Error! Bookmark not defined. The parties to this Agreement recognize that the statement made in 14a.2 applies to professional and/or supervisory relationships of an academic, counselling or administrative character to which students, faculty and librarian members, support staff, members of administration and any other members of the university are subject.

**14a.4** A member retains her rights to grieve any alleged violation of the Collective Agreement that may arise in the application of the *Fair Treatment Policy*.

**14a.5**Error! Bookmark not defined. If a recommendation for disciplinary action or dismissal is made in the application of the provisions of the *Fair Treatment Policy*, the procedures outlined in Articles 34 (Discipline) and 35 (Dismissal) of this Agreement shall apply.

**14a.6**Error! Bookmark not defined. The document entitled Mount Saint Vincent University *Fair Treatment Policy* shall be contained in its entirety in the Faculty Handbook.

## **14b** Sexual Harassment

**14b.1**Error! Bookmark not defined. Unwelcome sex-related remarks, jokes, innuendos or taunting about a person's body, appearance, or sexual orientation; unwelcome physical contact or gestures; gratuitous and unnecessary display of sexually offensive or derogatory pictures; unwelcome sexual invitations or requests; demands for sexual favours; verbal abuse or threats of a sexual nature; sexual assault and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

**14b.1.1**Error! Bookmark not defined. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic status or academic accreditation; or

**14b.1.2**Error! Bookmark not defined. submission to or rejection of such conduct by an individual is used as a basis for employment, or for academic performance, status or accreditation decisions affecting such individual; or

**14b.1.3**Error! Bookmark not defined. such conduct has the purpose or effect of interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive working or academic environment.

**14b.2**Error! Bookmark not defined. Nothing in this article on sexual harassment is intended to inhibit normal social relationships, freedom of expression or academic freedom.

**14.3**Error! Bookmark not defined. The parties to this agreement recognize that the statements made in 14b.1 and 14b.2 apply to professional and/or supervisory relationships of an academic, counselling or administrative character to which students, faculty and librarian members, support staff, members of administration and any other members of the university are subject.

- 14b.4** A member retains her rights to grieve any alleged violation of the Collective Agreement that may arise in the application of the Mount Saint Vincent University "Procedures for Handling Sexual Harassment".
- 14b.5.** If a recommendation for disciplinary action or dismissal is made in the application of the provisions of the "Policy for Handling Sexual Harassment" the procedures outlined in Articles 34 (Discipline) and 35 (Dismissal) of this Agreement shall apply.
- 14b.6** A member may grieve discipline or dismissal in matters of sexual harassment in accordance with the provisions of Article 36.3.2 and 36.6.2.
- 14b.7**Error! Bookmark not defined. The document entitled Mount Saint Vincent University "Procedures for Handling Sexual Harassment" shall be contained in its entirety in the Faculty Handbook.

**ARTICLE 15: HEALTH, SAFETY AND SECURITY**Error! Bookmark not defined.

- 15.1**Error! Bookmark not defined. The parties agree to comply with Nova Scotia Occupational Health and Safety legislation, and with the University Policy on Occupational Health and Safety, in the performance of their duties.
- 15.2**Error! Bookmark not defined. The Joint Occupational Health and Safety Committee shall follow the mandate and procedures outlined by Nova Scotia Occupational Health and Safety legislation.
- 15.2.1** The Association shall have two representatives on this Committee, at least one of whom shall be appointed from the Science Laboratory Faculty.
- 15.2.2** The members of this committee shall elect a chair or co-chairs from amongst themselves.
- 15.2.3** The University shall provide support services to this Committee.

**ARTICLE 16: AMALGAMATION, CONSOLIDATION, MERGER OF THE UNIVERSITY**

- 16.1** The Employer and the Association agree that the provisions of the Trade Union Act covering the transfer of business or successor rights shall apply in the event that the University is, in whole or in part, merged, amalgamated, or consolidated with another employer.

**ARTICLE 17: FINANCIAL EXIGENCY**Error! Bookmark not defined.

- 17.1**Error! Bookmark not defined. A state of financial exigency exists if there is a sufficiently grave financial situation that endangers the continued functioning of the University, and if reductions are required in the budgetary allocation for salaries and benefits of members.

- 17.2** Error! Bookmark not defined. In the light of the parties' recognition of the primacy of the University's academic mission and in their desire to preserve the academic integrity of the University, the Board of Governors shall not declare a state of financial exigency and/or initiate the lay-off of members of the bargaining unit except after rigorous economies have been introduced in all sectors of the University, including reductions of non-bargaining unit staff, and after all means of obtaining revenue have been explored and exhausted. No lay-offs of members shall occur except on necessary and reasonable financial grounds.
- 17.3** The Board of Governors shall not declare a state of financial exigency to exist until the procedures detailed in Articles 17.4 through 17.13 have been completed.
- 17.4** Error! Bookmark not defined. The President shall notify the President of the Association in writing that the Board believes a state of financial exigency may exist. This notice shall include the information which convinced the Board to reach such a conclusion, its estimate of the magnitude of the problem, its proposal for resolving the problem, and a statement of the proposed reduction in members' salaries and benefits.
- 17.5** Immediately upon this notice being given, no appointments shall be made to vacant or new positions in the faculty, research, library, or administrative staff of the University until a *bona fide* state of financial exigency has been determined to exist or not exist, pursuant to Article 17.14.
- 17.6** Within 20 working days of this notice, a three-person Financial Exigency Committee shall be established. The Committee shall not include any person who has had any interest in the matters coming before the Committee, or who is acting, or has, within a period of six (6) months preceding the date of her appointment, acted as solicitor, counsel or agent of either of the parties.
- 17.7** The Financial Exigency Committee shall be struck as follows:
- 17.7.1** One member shall be named by the Association;
  - 17.7.2** One member shall be named by the Board;
  - 17.7.3** A Chair shall be agreed upon by the nominees of the Association and the Board;
  - 17.7.4** In the event the parties cannot agree on a Chair, this appointment shall be made by the Chief Justice of Nova Scotia.
- 17.8** The Financial Exigency Committee shall attempt to reach a judgement in which all members of the Committee concur. Failing unanimity, the report of the majority shall be the Report of the Committee. Failing a majority, the report of the Chair shall be the Report of the Committee. The report(s) shall be a public document(s).
- 17.9** The Association and the Board may make representations to the Financial Exigency Committee.
- 17.10** The Board shall provide the Financial Exigency Committee with all relevant information, financial and otherwise, requested by the Chair. Delay in provision of information shall lead



to an equivalent extension in the Committee's time to report (see 17.11). Failure to provide such information may be grounds for the Financial Exigency Committee to find that a state of financial exigency does not exist.

- 17.11** The Financial Exigency Committee shall report, in writing, within 40 working days of its establishment to both the Association and the Board of Governors.
- 17.12** The Financial Exigency Committee shall consider all of the following:
- 17.12.1** Whether the University's financial position, as evidenced from the total budget, constitutes a budgetary crisis such that substantial deficits projected by generally accepted accounting principles threaten the financial collapse of the University;
  - 17.12.2** Whether, in view of the primacy of the University's academic mission, reduction in academic staff is a reasonable type of cost-saving;
  - 17.12.3** Whether, in view of the primacy of the University's academic mission, reallocation of budgetary resources, including reserves, is reasonable;
  - 17.12.4** Whether all reasonable means of achieving cost saving in other areas of the University budget have been explored and exhausted;
  - 17.12.5** Whether all reasonable means of improving the University's revenue position, including borrowing, deficit financing and the sale of real and other property not essential to the academic function, have been explored and exhausted;
  - 17.12.6** Whether every effort has been made to secure further assistance from the provincial government;
  - 17.12.7** Whether all reasonable means of reducing the academic staff complement, including voluntary early retirement, voluntary resignation, voluntary transfer to partial-time status, and redeployment and the like have been explored and exhausted;
  - 17.12.8** Whether all reasonable means of reducing the non-academic staff complement, including voluntary early retirement, voluntary resignation, voluntary transfer to partial-time status, and redeployment and the like have been explored and exhausted;
  - 17.12.9** The reasons for the Board's belief that a state of financial exigency exists;
  - 17.12.10** The prognosis for recovery; and
  - 17.12.11** Any other matters the Committee deems relevant.
- 17.13** The Report of the Financial Exigency Committee shall include the amount of reduction, if any, required in the budgetary allocation for salaries and/or benefits of members.

**17.14** After consideration of the Report, the Board shall declare a state of financial exigency to exist or not to exist. A declaration of financial exigency shall indicate the required amount of reduction in the budgetary allocation for members' salaries and benefits.

**17.15** Error! Bookmark not defined. Members shall only be laid off if it is reasonable and necessary to do so on financial grounds. The order of members' lay-off shall conform to type of appointment, in ascending order:

**17.15.1** Term;

**17.15.2** Probationary;

**17.15.3** Tenured or permanent.

**17.16** Within the order of lay-off specified in 17.15, the sole criterion shall be seniority at the University. Lay-off will be in ascending order of seniority. Seniority shall be determined accordingly:

**17.16.1** In the case of probationary members, seniority is determined from the date of full-time appointment at the University. In the case of members with tenure or permanence, seniority is determined from the date of tenure or permanence at the University;

**17.16.2** Where seniority as determined in 17.16.1 is equal, service at the University prior to the attainment of probationary status, tenure or permanence shall be considered;

**17.16.3** When there are two or more persons of equal seniority as determined by 17.16.1 and 17.16.2 rank shall be the determining factor. The order of lay-off for faculty by rank shall be Lecturer, Assistant Professor, Associate Professor, Professor. For Librarians the order of lay-off shall be Librarian I, Librarian II, Librarian III, and Librarian IV.

**17.17** Error! Bookmark not defined. The Employer shall give to each tenured or permanent member who is laid off:

**17.17.1** Twelve (12) months' notice, or twelve (12) months' salary in lieu of notice, or a combination of notice and salary equivalent to twelve (12) months; and

**17.17.2** One (1) month's salary for each year of service following full-time appointment at the University, with a minimum of six (6) months' salary and a maximum of eighteen (18) months' salary.

**17.18** Error! Bookmark not defined. The Employer shall give to each probationary member who is laid off:

**17.18.1** Nine (9) months' notice, or nine (9) months' salary in lieu of notice, or a combination of notice and salary equivalent to nine (9) months; and

- 17.18.2** Members with more than two years of service shall receive one (1) month's salary for each year of service.
- 17.19** Error! Bookmark not defined. Where a member who holds a term appointment of up to twelve (12) months is laid off, the Employer shall provide notice to the expiry of the term.
- 17.20** The Employer shall give to each member holding a term appointment of greater than twelve (12) months who is laid off the lesser of:
- 17.20.1** Notice to the expiry of the term; or
- 17.20.2** Six (6) months' notice, or six (6) months' salary in lieu of notice, or a combination of notice and salary equivalent to six (6) months.
- 17.21** A member, her spouse and/or dependent children who are eligible for tuition benefits at the time of lay-off shall retain that eligibility until the termination of laid-off status or the member obtains alternate employment.
- 17.22** If and so long as such plans permit, a laid-off member shall be entitled to the University's Group Life Insurance coverage, at University expense, until the termination of laid-off status, or the member obtains alternate employment.
- 17.23** If and so long as such plans permit, a laid-off member shall be eligible to participate in any or all other fringe benefit plans, including the Retirement Plan, at the member's expense, until the termination of laid-off status or the member obtains alternate employment.
- 17.24** Laid-off members shall have full access to library facilities. Limited only by the research and teaching priorities of members not laid off and student needs, laid-off members shall have full access to computer and laboratory facilities.
- 17.25** Error! Bookmark not defined. Recall means the Employer's offer of a bargaining unit position for which a member is qualified. Laid-off members shall be recalled in reverse order of lay-off. The period of recall rights shall be limited as follows:
- 17.25.1** Each member with tenure or permanence at the time of lay-off: for a period of five (5) years from the date of lay-off;
- 17.25.2** Each member without tenure or permanence at the time of lay-off: for a period of two (2) years from the date of lay-off.
- 17.26** No new appointment shall be made to any position in the bargaining unit until every member having recall rights and who is qualified for the position, or may be retrained as per Article 29.7, has been offered the position. The cost of the retraining shall be borne by the Employer.
- 17.27** Laid-off members who so elect shall have preferred status for employment at the University in available, non-bargaining unit positions for which they are qualified.

- 17.28** A member shall respond to an offer of recall within two (2) weeks of receipt of the offer, and shall be entitled to a reasonable period of time to fulfil other employment commitments prior to returning to the University.
- 17.29** A recalled member shall return to no less than the seniority, status, and rank she held at the time of lay-off. Years of service toward consideration for tenure, sabbatical and the like shall be no less than at the time of lay-off.
- 17.30** Salary for recalled members shall be consistent with the salary scale in effect at the time of recall; members shall be placed on the salary scale in accordance with the mechanism for scale placement in effect at the time of recall. Recalled members who obtain experience during the period of lay-off in areas of work recognized by the mechanism for scale placement shall, for purposes of salary, be credited with that experience at the time of recall.
- 17.31** Error! Bookmark not defined. Termination of laid-off status shall occur:
- 17.31.1** When the member's recall rights lapse, pursuant to 17.25; or
  - 17.31.2** When the member accepts employment in a bargaining unit position; or
  - 17.31.3** When the member is offered and does not accept employment in a bargaining unit position; or
  - 17.31.4** When the member indicates in writing that she no longer wishes to retain her recall rights.
- 17.32** All correspondence between the Employer and individual members arising from the provisions of this Article shall be copied to the Association.

**ARTICLE 18a: APPOINTMENT (FACULTY)** Error! Bookmark not defined.

- 18a.1** Error! Bookmark not defined. Appointment of a faculty member shall be to the rank of Lecturer, Assistant Professor, Associate Professor or Professor consistent with the following criteria:
- 18a.1.1** Lecturer: possession of a Master's degree or a combination of academic and professional qualifications equivalent to a Master's degree;
  - 18a.1.2** Assistant Professor: possession of a doctorate or possession of a Master's degree with three (3) years of university teaching or relevant professional experience subsequent to earning the degree;
  - 18a.1.3** Associate Professor: normally possession of a doctorate. In addition, demonstrated competence in teaching and scholarship and/or professional achievement;
  - 18a.1.4** Professor: normally possession of a doctorate. In addition, demonstrated competence in teaching and a record of significant contribution to the academic or professional discipline.

**18a.1.5** All appointments with tenure carry with them the need for departmental recommendation and consideration of criteria contained in Article 20.15.

**18a.2**Error! Bookmark not defined. All appointments of members of the bargaining unit shall be with term, probationary, or without term (otherwise known as tenured appointments). Normally, initial appointments shall be probationary; those with tenure shall be reviewed by the University Review Committee.

**18a.3**Error! Bookmark not defined. Partial-time (normally three-quarters and half-load) appointments shall carry with them a proration of all matters pertaining to contractual considerations, as defined in Articles 20 and 21.

**18a.4**Error! Bookmark not defined. Initial probationary appointments shall normally be for a period of three years and shall terminate on the thirtieth of June.

**18a.5**Error! Bookmark not defined. When a candidate appointed to the rank of lecturer completes a doctorate within the term of her first appointment, promotion to the rank of Assistant Professor, effective the first day of the month following confirmation of completion, shall be automatic.

**18a.6**Error! Bookmark not defined. Appointments with term shall be made for the following purposes and periods only:

**18a.6.1** to replace a faculty member on leave or secondment (corresponding to the period of leave to a maximum of 48 months);

**18a.6.2** to staff a position funded by a research grant or government programme (to a maximum of 36 months);

**18a.6.3** to staff a position in response to an emergency arising from the sudden death, illness or resignation of a member (to a maximum of 24 months);

**18a.6.4** to meet a need arising from a significant enrolment increase (to a maximum of 24 months);

**18a.6.5** to staff a probationary position in the event of an inconclusive search (to a maximum of 24 months);

**18a.6.6** to staff a position where there is insufficient time for a full search (to a maximum of 24 months);

**18a.6.7** to retain a faculty member following retirement (renewable on an annual basis);

**18a.6.8** to retain a faculty member following a negative tenure decision (to a maximum of 12 months).

**18a.6.9** to staff positions for such other reasons as may, from time to time, be agreed upon by the Joint Committee for the Administration of the Agreement (to a maximum of 24 months).

- 18a.7** A faculty member who serves in a term position for more than the specified period shall be deemed to hold a probationary appointment.
- 18a.8** Error! Bookmark not defined. All appointments shall be made by a standard letter, signed by the President, which shall include:
- 18a.8.1** dates of commencement and termination;
  - 18a.8.2** rank;
  - 18a.8.3** salary;
  - 18a.8.4** type (i.e. term, probationary or tenured);
  - 18a.8.5** where applicable, the condition supporting an appointment with term;
  - 18a.8.6** nature (i.e. full-time or partial-time);
  - 18a.8.7** description of special duties;
  - 18a.8.8** any special conditions, including recognition of years of University experience or academic and/or professional credentials required for reappointment, promotion or tenure, and/or recognition of up to two years of University experience, as approved by the Dean, to count as continuous service towards sabbatical leave.
- 18a.9** Letters of appointment shall be accompanied by a copy of this Agreement and by the published documents describing group insurance and pension plans currently in effect.
- 18a.10** When a position in the bargaining unit is available, the following shall occur:
- 18a.10.1** A Department Appointments Committee (DAC) shall be formed, consisting either of all the tenured and probationary members of the Department, or of a minimum of four such members, to be elected by the Department. In Departments with fewer than four such members eligible to vote the Chair or coordinator, in consultation with the Dean of the division, shall establish an ad hoc DAC, by appointing sufficient tenured or probationary members with expertise in the field to bring the membership of the DAC to four;
  - 18a.10.2** The appropriate Chair, in accordance with the recommendations of her Department, shall provide the appropriate Dean with an outline of the qualifications, specific areas of competence and teaching load required of the position;
  - 18a.10.3** The Dean shall authorize the placement of an appropriate advertisement in the *CAUT Bulletin*, the *AUCC University Affairs*, and any other publication deemed necessary, outlining the position and its requirements. In the case of term positions of 12 months or fewer in length, the Dean, in consultation with the Department, shall authorize the placement of an advertisement in advertising media appropriate to the discipline;

- 18a.10.4** The DAC shall forward a short list of one or more candidates, ranked as to preference, to the Dean. The list shall be based on a review of the complete file of each candidate, including an assessment of the candidate's credentials, competence in teaching, and competence in scholarship and/or professional activity;
- 18a.10.5** The three top candidates from the short list may be interviewed;
- 18a.10.6** The Department, the Dean and/or the Vice-President (Academic) shall interview candidates;
- 18a.10.7** The Chair, on behalf of the Department, shall make a written recommendation regarding appointment to the Dean within ten (10) working days of the final interview. This shall reflect discussion by the Department and bear the signature of all Department members who participated in interviewing the candidate. This recommendation shall be supported by reasoned advice regarding type of appointment, rank, previous years of service and any special conditions of employment that may apply;
- 18a.10.8** The Dean shall forward this recommendation along with her own full reasoned written recommendation to the Vice-President (Academic). Where the recommendation of the Dean differs significantly from that of the Department, the Vice-President (Academic) shall meet with the Dean and the Department Chair to attempt to resolve the matter. On the advice of the Vice-President (Academic), the President shall issue a formal offer of appointment to the candidate.
- 18a.10.9** Notwithstanding the procedures outlined in 18a.10.3 through 18a.10.7 above, where a member holding a term appointment is being considered for a further term appointment pursuant to Article 18a.6 above, the Chair, having consulted with the Department regarding the member's performance of her duties, may make a written recommendation to the Dean that she be appointed upon approval of the vacancy by the Vice-President (Academic).

**ARTICLE 18b: CROSS-APPOINTMENT PROCEDURES**Error! Bookmark not defined.

**18b.1** Where academic circumstances warrant, a member may hold an appointment in two departments at once. Such cross-appointments shall normally be made at the time of the member's initial appointment to the University, but may occur at some subsequent time. In the event, a revised letter of appointment will be issued to the member which specifies the proportion of her duties in each department. Regardless of the proportion of her teaching or other duties a cross-appointed member takes up in each of the departments, she shall hold equal status in each and, upon conferral of tenure, shall be deemed to hold tenure equally in the two departments.

**18b.2**Error! Bookmark not defined. The rights and responsibilities of cross-appointees are the same as those for other members, as defined by the Collective Agreement. However, the special procedures outlined in this document are intended to insure fair representation of the

member's and departments' interest in the areas of appointment, reappointment, promotion and tenure, as well as allocation of workload.

**18b.3** Error! Bookmark not defined.      Appointment Procedures

When a position in the bargaining unit for a cross-appointment is available, the following shall occur:

- 18b.3.1**      The appropriate Chairs, in consultation with their departments and then one another, shall provide the appropriate Dean (or Deans) with an outline of the qualifications, areas of competence, and teaching responsibilities required of the position;
- 18b.3.2**      Pursuant to Articles 18a.10.2 and 18a.10.3 of the Collective Agreement, the Dean(s) shall arrange for the placement of advertisements for the position, receives applications, and will forward copies of each applicant's file to the two departments;
- 18b.3.3**      Each department shall establish a short-list of one or more candidates ranked as to preference, based on a review of the complete file of each candidate, including an assessment of the candidate's credentials, competence in teaching, and competence in scholarship and/or professional activity;
- 18b.3.4**      A joint meeting of the two departments shall be convened to establish a single short list, again ranked by preference, to be forwarded to the Dean(s). The list shall be based on a complete review of the file of each candidate, including an assessment of the candidate's credentials, competence in teaching, and competence in scholarship and/or professional activity. Each department shall be represented at this meeting by its Chair and by two other members selected by the Department, who together shall comprise the Department Appointments Committee (DAC);
- 18b.3.5**      Each department shall interview candidates for probationary or tenured cross-appointments, as shall the Dean(s) and the Vice-President (Academic);
- 18b.3.6**      A second joint meeting of the departments shall convene to make a final, written recommendation on the cross-appointment to the Dean(s). Representation at this meeting shall be as described in (18b.3.4), with the exception that members other than Chairs must also have participated in the interviewing process. Their recommendation shall reflect discussion at the joint meeting and shall bear the signature of those members who participated in the meeting as representatives of their departments. The recommendation shall be supported by reasoned advice regarding type of appointment, rank, previous years of service, and any special conditions of employment that may apply;
- 18b.3.7**      A formal offer of cross-appointment shall be issued to the candidate, pursuant to Article 18a.10.8 of the Collective Agreement. In the letter of appointment, described in Article 18a.8, the Employer shall include specification of the appointment as a cross-appointment in the relevant departments;



**18b.3.8** Internal cross-appointments shall be made only with the agreement of the two departments involved.

**18b.4** Error! Bookmark not defined. Reappointment, Tenure and Promotion Procedures

When a member holding a cross-appointment becomes a candidate for reappointment, tenure or promotion, the following special procedures shall apply:

**18b.4.1** *Step One* Each department shall consider the cross-appointed member's candidacy in accordance with the criteria outlined in Article 20 of the Collective Agreement, and shall prepare a written recommendation based on its findings. This recommendation shall be submitted to the Department Review Committee, with copies to the candidate, the candidate's Dean(s) and the Chair of the URC for inclusion in the academic file.

**18b.4.2** *Step Two* A joint committee comprised of representatives of the two departments shall constitute the Department Review Committee. Each department shall be represented on the Committee by its Chair and two other members, selected by the Department. The Committee shall select a Chair from among its members.

**18b.5** The Department Review Committee shall make a full, reasoned written recommendation on the cross-appointee's candidacy that incorporates the assessments prepared by each constituent department and its own overall recommendation, and is in accord with the criteria and procedures outlined in Article 20. This recommendation shall be submitted to the University Review Committee, with copies to the candidate and the candidate's Dean(s). Where the candidate is a Chair, the provisions of Article 20.3.2 shall apply in constituting the Department Review Committee.

**18b.6** In departments with fewer than four members of the bargaining unit eligible to vote, the provisions of Article 20.3.3 shall apply both to the initial step of assessment described in Step One, and to the constitution of the Department Review Committee, outlined in Step Two. However, selection and confirmation of the external member(s), pursuant to Article 20.3.3.1 through 20.3.3.3 inclusive, shall be done by the candidate and the Chair of the relevant department.

**18b.7** The candidate's Dean(s) shall consider the candidate's application in accordance with Article 20.5.

**18b.8** Error! Bookmark not defined. In the case of candidates for reappointment, the timetable for procedures as outlined in Article 20.52 of the Collective Agreement should be amended as follows:

**18b.8.1** 15 October The written recommendation of the Departments are forwarded to the Department Review Committee; copies to the candidate and Dean(s), and to the Chair of URC for inclusion in the academic file;

- 18b.8.2**     22 October     any written response from the candidate to the Departments' written recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean(s), the Department Review Committee, and Department Chairs;
- 18b.8.3**     7 November     The written recommendation of the Department Review Committee is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and Dean(s);
- 18b.8.4**     14 November     Any written response from the candidate to the Department Review Committee recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean(s) and the Department Review Committee;
- 18b.8.5**     20 November     Dean's recommendation;
- 18b.8.6**     28 November     Candidate's response to Dean's recommendation;
- 18b.8.7**     15 December     URC recommendation;
- 18b.8.8**     22 December     President's written decision;
- 18b.8.9**     4 January     Candidate provides written notice of Appeal, where appropriate;
- 18b.9** Error! Bookmark not defined.     In the case of candidates for tenure, the timetable for procedures as outlined in Article 20.53 of the Collective Agreement should be amended as follows:
- 18b.9.1**     15 October     Departments' recommendations;
- 18b.9.2**     22 October     Candidate's response to Departments' recommendations;
- 18b.9.3**     7 November     Department Review Committee's recommendation;
- 18b.9.4**     14 November     Candidate's response to DRC recommendation;
- 18b.10** Error! Bookmark not defined.     In the case of candidates for promotion, the timetable for procedures as outlined in Article 20.54 of the Collective Agreement should be amended as follows:
- 18b.10.1**     15 November     Departments' recommendations;
- 18b.10.2**     22 November     Candidate's response to Departments' recommendations;
- 18b.10.3**     6 December     Department Review Committee's recommendation;
- 18b.10.4**     13 December     Candidate's response to DRC recommendation;
- 18b.11** Error! Bookmark not defined.     Workload Responsibilities

Members of the bargaining unit holding cross-appointments have the same workload responsibilities as do other faculty members of the bargaining unit, described in Article 23.1. The allocation of teaching assignments and collegial duties in each department shall be agreed upon by the member and the Chairs of her two departments, and approved by the Dean(s). This allocation shall be done fairly, taking into consideration the following factors:

- 18b.11.1** with respect to teaching, the provisions of Articles 23.2 and 23.4.1 through 23.4.4 inclusive; and
  - 18b.11.2** the interest of each department in retaining an equitable share of the member's expertise in her areas of teaching competence over time, not just in any one year; and
  - 18b.11.3** protection of the member's academic freedom;
  - 18b.11.4** with respect to collegial service, the interest of each department in retaining an equitable share of the member's contributions to academic advising, departmental committees and similar duties on an annual basis; and
  - 18b.11.5** preservation of the member's right to maintain an overall workload comparable to that of members not holding cross-appointments.
- 18b.12** Where a cross-appointee and her Chairs are unable to agree on the allocation of teaching and collegial duties, the standard of comparability shall be the main criterion in determining fairness.

**ARTICLE 19: APPOINTMENT (LIBRARIANS)**Error! Bookmark not defined.

- 19.1** Appointment of a librarian member shall be to the rank of Librarian I, Librarian II, Librarian III, or Librarian IV, in accordance with the following criteria:
- 19.1.1** Librarian I: possession of a Master's Degree in Library or Information Science, or a combination of Bachelor's Degree in Library or Information Science and relevant professional experience equivalent to a Master's Degree;
  - 19.1.2** Librarian II: possession of a Master's Degree in Library or Information Science or its equivalent, a minimum of three (3) years of professional experience as a librarian, and either a second Master's Degree in a pertinent field, or a demonstrated capacity to apply professional and related academic expertise in the library;
  - 19.1.3** Librarian III: possession of a Master's Degree in Library or Information Science or its equivalent, a minimum of six (6) years of professional experience as a librarian, and either a second Master's Degree in a pertinent field, or a demonstrated capacity to apply professional and related academic expertise in the library appropriate to the number of years of her professional experience and service;

- 19.1.4** Librarian IV: possession of a Master's Degree in Library or Information Science or its equivalent, a minimum of six (6) years of experience as a professional librarian, and a record of significant contribution to librarianship through scholarly activities, administrative service, or participation at a senior level in external library organizations.
- 19.2** All bargaining unit appointments for librarians shall be with term, probationary, or without term (otherwise known as permanent appointments).
- 19.3** Initial appointments for librarians shall normally be full-time probationary appointments. Continuing partial-time (three-quarters or half-load) appointments may be made upon the request of the member with the concurrence of the University Librarian.
- 19.4** Initial probationary appointments shall normally be for a period of three years and shall terminate on the thirtieth of June.
- 19.5** Appointments with term for librarian members shall be made for the following purposes, and for periods not exceeding the time limits specified below:
- 19.5.1** To replace a librarian member on leave or secondment (corresponding to the period of leave to a maximum of 36 months);
  - 19.5.2** To staff a library position funded by a research grant or government programme (to a maximum of 36 months);
  - 19.5.3** To staff a library position in response to an emergency arising from the sudden death, illness or resignation of a librarian member (to a maximum of 24 months);
  - 19.5.4** To meet a need arising from a significant increase in workload (to a maximum of 24 months);
  - 19.5.5** To staff a library position in the event of an inconclusive search to fill a probationary position (to a maximum of 24 months);
  - 19.5.6** To staff a library position where there is insufficient time for a full search (to a maximum of 24 months);
  - 19.5.7** To retain a librarian member following retirement from the University (renewable on an annual basis);
  - 19.5.8** To retain a librarian member following a decision not to grant permanence (to a maximum of twelve months).
- 19.6** A librarian member who serves in a term position for more than the specified period shall be deemed to hold a probationary appointment.
- 19.7** All appointments of librarian members shall be made by a standard Letter of Appointment which shall include:
- 19.7.1** dates of commencement and termination;

- 19.7.2** rank;
  - 19.7.3** salary;
  - 19.7.4** type (i.e. term, probationary or permanent);
  - 19.7.5** where applicable, the condition supporting appointment with term;
  - 19.7.6** nature (i.e. full-time or partial-time);
  - 19.7.7** description of special duties, including flexible work schedules pursuant to Article 24.3;
  - 19.7.8** any special conditions, including recognition of years of experience or academic and/or professional credentials required for reappointment, promotion or permanence.
- 19.8** Letters of appointment shall be accompanied by a copy of this Agreement and by the published documents describing group insurance and pension plans currently in effect.
- 19.9** When a position in the bargaining unit is available, the following shall occur:
- 19.9.1** The permanent and probationary library members shall constitute a Librarian Appointments Committee (LAC). Where there are fewer than four (4) such members eligible to vote, the members in consultation with the University Librarian, shall establish an ad hoc LAC, by appointing sufficient tenured or probationary faculty members with expertise in the field to bring the membership of the LAC to four (4);
  - 19.9.2** The Head Librarian, in consultation with the LAC shall prepare an outline of the qualifications, areas of competence and any instructional responsibilities required of the position, and draft an appropriate advertisement;
  - 19.9.3** The University Librarian shall authorize the placement of an appropriate advertisement in the *Feliciter* and any other publication deemed necessary, outlining the position and its requirements, including any required flexible work schedules, and directing candidates to apply to her office;
  - 19.9.4** The LAC shall forward a short list of one or more candidates, ranked as to preference, to the University Librarian. The list shall be based on a review of the complete file of each candidate, including an assessment of the candidate's credentials, competence in the performance of library duties, and competence in scholarship and/or professional activity;
  - 19.9.5** In the case of probationary or permanent appointments, the three top candidates from the short list may be interviewed;
  - 19.9.6** All LAC members, the University Librarian and the Vice-President (Academic) shall interview candidates for probationary or permanent appointments;

**19.9.7** The Head Librarian shall make a written recommendation regarding appointment to the University Librarian within five (5) working days of the final interview. This recommendation shall reflect discussion of all LAC members and bear the signature of all who participated in interviewing the candidate. This recommendation shall be supported by reasoned advice regarding type of appointment, rank, previous years of service and any special conditions of employment that may apply;

**19.9.8** The University Librarian shall forward this recommendation along with her own full, reasoned written recommendation to the Vice-President (Academic). Where the recommendation of the University Librarian differs significantly from that of the LAC, the Vice-President shall meet with the University Librarian and the LAC member designated in 19.9.7 to attempt to resolve the matter. On the advice of the Vice-President (Academic), the President shall issue a formal offer of appointment to the candidate.

**ARTICLE 20: REAPPOINTMENT, PROMOTION AND TENURE (FACULTY)**Error!  
Bookmark not defined.

**20.1** The following clauses apply to all faculty members with full-time, three-quarter-load or half-load continuing appointments.

**20.2** Consideration of a faculty member's candidacy for reappointment, tenure or promotion shall proceed through three stages of assessment and recommendation: departmental, divisional, and university. The first stage is undertaken by the Department Review Committee (DRC), the second by the candidate's dean, and the third by the University Review Committee (URC).

**20.3** The Department Review Committee (DRC) shall be constituted according to the following principles:

**20.3.1** In departments with four or more members of the bargaining unit eligible to vote, the Department Review Committee shall consist either of all such members except the candidate or of a minimum of four such members, including the Department Chair, the remainder to be elected by the Department. The Committee shall be chaired by the Department Chair;

**20.3.2** When the Department Chair is a candidate for reappointment, tenure or promotion, the members of the Department Review Committee shall elect a chair from among themselves;

**20.3.3** In departments with fewer than four members of the bargaining unit eligible to vote, the Department Review Committee shall consist of at least three, and, wherever possible, four members, including all such members of the department except the candidate and a maximum of two members of the bargaining unit with expertise in the field. This Committee shall be chaired by a member of the candidate's department. Selection of external members shall occur according to the following procedures:

**20.3.3.1** Where two external members are required, the candidate and the Chair of the Department Review Committee shall each designate one member;

**20.3.3.2** Where one member with expertise in the field is required, the member shall be designated by the mutual consent of the candidate and the Chair of the Department Review Committee;

**20.3.3.3** Upon selection of the external member(s), the candidate and the Chair of the Department Review Committee shall confirm in writing their satisfaction with the selection process. This confirmation shall be forwarded to the University Review Committee as part of the candidate's academic file.

**20.3.4** Faculty on term contracts may decline to serve on the Department Review Committee.

**20.4** The Department Review Committee shall meet to consider the candidate's application for reappointment, tenure or promotion in accordance with the criteria and procedures in this Agreement, and shall make a full, reasoned, written recommendation to the University Review Committee concerning her reappointment, tenure or promotion. The Committee's written recommendation shall be made to the Chair of the URC, with copies to the candidate and the candidate's Dean.

**20.5** The candidate's Dean shall consider the candidate's application for reappointment, tenure or promotion in accordance with the criteria and procedures in this Agreement, and shall make a full, reasoned, written recommendation to the University Review Committee concerning her reappointment, tenure or promotion accordingly. The Dean's written recommendation shall be made to the Chair of the URC, with copies to the candidate and the Chair of the Department Review Committee who shall make the recommendation available to the DRC members.

**20.6** The University Review Committee shall consist of four (4) tenured faculty members of the bargaining unit, and the Vice-President (Academic), who shall be the non-voting chair of the Committee. The function of the URC is to assess the candidate's application in accordance with the criteria and procedures in this Agreement, ensuring that standards of peer evaluation are consistent with those maintained within recent years and across the disciplines. The URC may refer to the reference file as outlined in Article 22.2.1. The URC shall provide a written report annually to the Joint Committee and copies of this report shall be made available to the deans and to department chairs. The URC shall be constituted in the following manner:

**20.6.1** All members of the URC shall be elected by members of the bargaining unit under the authority of the Senate Nominations Committee according to that Committee's election procedures in effect at the time of the ratification of this Agreement;

**20.6.2** One member of the URC shall be elected from each of the following areas: Humanities, Natural Sciences and Social Sciences, Professional Group A, and Professional Group B. The departments in each area are listed in Appendix C;

**20.6.3** The term of all members of the URC shall be three (3) years;

**20.6.4** Members of the URC shall not serve on Department Review Committees;

- 20.6.5** A member of the URC who applies for promotion during her tenure on the Committee shall resign from the URC prior to the commencement of the academic year in which her application for promotion is to be considered. She shall give notice of such resignation to the Chair of the Senate Nominations Committee by 1 May of the year preceding the academic year in which her application will be considered;
- 20.6.6** In the event of the resignation of a member of the URC, replacement shall be by means of a special election held in September of the academic year in which the vacancy occurs. This election shall be held in accordance with the general provisions outlined in Articles 20.6.1 and 20.6.2.
- 20.6.7** Where, due to illness, conflict of interest, untimely resignation, or other reasons, a member of the URC is unable to deliberate on a case or cases before the URC, the Joint Committee may appoint an alternate member to consider the case or cases until the member returns or is replaced by election as outlined in Article 20.6.6.
- 20.7** The candidate has the right to appear before the URC in support of her application, and must notify the Chair of the Committee of her intention to do so within seven (7) working days of the date on which the Committee receives her Dean's recommendation, as outlined in 20.52.5, 20.53.5 or 20.54.6. The URC may invite a candidate to appear at a meeting for clarification of her application. Such an invitation will be given in writing and shall identify the matters requiring clarification. No new materials may be added to the file at this time. In the event the candidate appears before the Committee, the Chair of the URC shall so advise the Chair of the Department Review Committee and the candidate's Dean, and shall invite them to appear before the URC at the same time and, at their option, make representations.
- 20.8** The URC shall consider a candidate's application for reappointment, tenure or promotion in accordance with the criteria and procedures in this Agreement, and shall make a full, reasoned, written recommendation to the President, with copies to the candidate, the Chair of the Department Review Committee, and the candidate's Dean.
- 20.9** Consideration for reappointment during the third year of a faculty member's initial three-year probationary appointment shall be automatic. Reappointment in probationary positions shall be for two (2) years.
- 20.10** Reappointment after five (5) years of probationary service at Mount Saint Vincent University shall be with tenure and shall be at the rank of Assistant Professor or above. Consideration for tenure during the final year of a candidate's second probationary appointment shall be automatic.
- 20.10.1** Where major changes in departmental curriculum result in a significantly greater workload which may be detrimental to a member's being able to meet the criteria for reappointment or tenure, the member may apply to the Vice-President (Academic) by no later than 30 March of the year in which the member would automatically be considered for reappointment or tenure, to defer such contractual decisions by one year. Following consultation with the member's Dean and Chair, the Vice-President (Academic) will forward her decision in writing to the member no later than 15 April of the same year.



- 20.10.2** In accordance with Articles 29.2.7, 29.2a.8, 29.4.6, 29.5.5, 29.7.5 and 29.8.10 a member may elect to defer contractual decisions on reappointment or tenure/permanence by one year.
- 20.11** A faculty member may apply for tenure consideration before the fifth year of probationary service at the University only on the basis of previous academic service.
- 20.12** Promotion to the rank of Associate Professor or Professor shall be with tenure.
- 20.13** The responsibility for maintaining an up-to-date academic file, pursuant to Article 22.2, rests with the candidate. The academic file to be assessed in matters of reappointment, tenure or promotion shall be brought up to date prior to its consideration by the Department Review Committee. The candidate shall have access to all written reports received by the Dean and the URC in these evaluation procedures.
- 20.14** The five (5) criteria by which all candidates for reappointment, tenure, or promotion shall be assessed are:
- 20.14.1** Academic and/or professional credentials as defined in Article 18a.1;
  - 20.14.2** Teaching performance;
  - 20.14.3** Scholarly and/or professional activity;
  - 20.14.4** Internal and external collegial service; and
  - 20.14.5** Any special conditions stated in the Letter of Appointment.
- 20.15** Information obtained through electronic surveillance devices will not be used in any evaluation of a member's teaching, research, or collegial service in any renewal, tenure, or promotion proceeding.
- 20.16** Every candidate, whether for reappointment, tenure, or promotion, shall write a letter of application outlining how the evidence submitted in support of her application demonstrates that the relevant standard in each category or evaluation has been met. The letter shall form part of the candidate's academic file.
- 20.17** Members holding the rank of Assistant Professor may make a single application for tenure and promotion to the rank of Associate Professor. If the member meets the criteria for Associate Professor, tenure shall also be granted. Notwithstanding the above, the DRC, the Dean, and/or the URC may determine that it is appropriate to award tenure but not promotion to Associate Professor.
- 20.18** A candidate for reappointment shall provide evidence of satisfactory teaching performance, ongoing involvement in individual or joint scholarly activity and/or professional activity appropriate to her rank, and participation in internal and external collegial service.

- 20.19** A candidate for tenure shall provide evidence of satisfactory teaching performance, ongoing involvement and achievement in individual or joint scholarly activity and/or professional activity appropriate to her rank, and participation in internal and external collegial service.
- 20.20** Normally, a member shall serve five (5) years in the Assistant Professor rank before being eligible for promotion to the next highest rank. A candidate for promotion to the rank of Associate Professor shall provide evidence of demonstrated competence in teaching performance, participation in internal and external collegial service, and ongoing involvement in individual or joint scholarly activity and/or professional activity appropriate to the rank that has culminated in publication or an appropriate form of communication, as defined in 20.32 and 20.33 below.
- 20.21** Normally, a member shall serve seven (7) years in the Associate Professor rank before being eligible for promotion to the next higher rank. A candidate for promotion to the rank of Professor shall provide evidence of continuing performance consistent with the rank of Associate Professor and:
- 20.21.1** ongoing involvement in individual or joint scholarly activity and/or professional activity whose results are recognized as a significant contribution to her academic and/or professional discipline(s); or
- 20.21.2** sustained excellence and effectiveness as a teacher.
- 20.21.2.1** a candidate who wishes to be promoted on the basis of sustained excellence and effectiveness as a teacher shall indicate such in her written notice to the Chair of the Department Review Committee and her Dean that an application is to be made.
- 20.22** An application for promotion to Professor shall include assessment of scholarly and/or professional activity by four external referees who are at arms-length to the candidate. It shall be the responsibility of the candidate to ensure that external referees, whose independence may be questioned by the Department Review Committee, the Dean, or the University Review Committee, are at arm's length. Queries including those from the candidate, as to whether an external referee is at arms-length, shall be referred to the Joint Committee for adjudication. Where the candidate and the Department Review Committee indicate that a sufficient number of arm's length referees cannot be identified, the use of a non-arm's length referee must be approved by the Joint Committee. The external referees shall be selected as follows:
- 20.22.1** The candidate and the Department Review Committee shall each identify three external referees. Each party shall have the right to strike one name from the other's list. Upon selection of external referees, the candidate and the Chair of the Department Review Committee shall confirm in writing their satisfaction with the list of referees, and the list shall be sent to the Dean, the alternate Dean, and the Vice-President (Academic). This confirmation shall be included in the candidate's academic file;
- 20.22.2** All communication with the external referees shall be through the alternate dean or appropriate substitute, who shall solicit references from the remaining four names on the list, advising all referees that their assessments will not be kept confidential. When a potential referee agrees to provide a reference, the alternate dean or

appropriate substitute shall send out an appropriate package of materials for assessment. The alternate dean or appropriate substitute shall provide a copy of the references to the Office of the Vice-President (Academic) for placement in the candidate's academic file. When an external referee is unable to serve, then the party that has lost its choice shall identify two new external referees and the other party shall strike one name from the list. In the event that both of one party's selected external referees are unable to serve, then that party shall identify three new external referees and the other party shall strike one name from the list;

**20.22.3** Where there is a ruling that an external referee is not at arm's length prior to the date on which the alternate Dean is to have sent out materials for assessment, that referee shall be replaced in accordance with the provisions of Article 20.22.1. Where there is a ruling that an external referee is not at arm's length after the date on which the alternate Dean is to have sent out the materials for assessment, the assessment of that referee shall be removed from the file and shall not be considered in the evaluation process. If, after this date, more than one external referee is adjudicated as not at arm's length, the application for promotion shall be withdrawn.

**20.23** The alternate Dean or her designate shall provide each external referee with a package of material for assessment that shall include the following documents:

**20.23.1** a cover letter specifying the appropriate standard to be used by the assessor in evaluating the candidate's scholarly and/or professional activity, pursuant to Article 20.21;

**20.23.2** a copy of the candidate's *curriculum vitae*;

**20.23.3** a sample of the candidate's scholarly and/or professional work, selected by the candidate.

**20.24** Assessment of teaching performance shall include consideration of the following:

**20.24.1** undergraduate and/or graduate teaching;

**20.24.2** thesis and project supervision;

**20.24.3** instructional and programme development;

**20.24.4** supervision of practica, internships, cooperative education work terms and projects, and teacher education programmes.

**20.25** The following evidence may be used in the assessment of undergraduate and graduate teaching performance:

**20.25.1** In-class review by department peers;

**20.25.2** peer review of course and program content;

**20.25.3** results of Senate-approved student evaluations;

- 20.25.4** In cases of promotion pursuant to Article 20.21.2, the report of a Direct Peer Review Committee;
- 20.25.5** relevant documentation provided by the candidate. This documentation may include:
- 20.25.5.1** course outlines, notes, and instructional materials;
  - 20.25.5.2** contributions to curriculum evaluation and development;
  - 20.25.5.3** contributions to the supervision and evaluation of theses and projects, practica, work terms, and teacher education programmes.
- 20.26** A candidate for promotion to the rank of Professor wishing to demonstrate sustained excellence and effectiveness as a teacher under the provisions of Article 20.21.2 shall, in addition to the provisions of Article 20.23, be assessed through consideration of:
- 20.26.1** innovation in teaching pedagogy as shown by, for example, the effective use of innovative teaching aids and techniques;
  - 20.26.2** publication or production of original materials related to teaching effectiveness, such as books, articles, films, or recordings;
  - 20.26.3** formal recognition of teaching excellence through receipt of university, regional, or national teaching awards.
- 20.27** The current teaching performance of a candidate for promotion to Professor under the provisions of Article 20.21.2 shall be assessed by a Direct Peer Review Committee which shall be constituted in accordance with the provisions of Article 20.28.
- 20.28** The Employer and the Association through the Joint Committee shall establish and maintain a list of not fewer than nine (9) tenured faculty members willing to act as Teaching Evaluators, with no fewer than four (4) members from each division.
- 20.28.1** The Direct Peer Review Committee shall consist of (3) members chosen from the list of Teaching Evaluators, none of whom shall be a member in the candidate's department;
  - 20.28.2** To establish the Direct Peer Review Committee, the alternate Dean shall ask the candidate to choose one name from the current list of Teaching Evaluators, and shall ask the University Review Committee to choose two names from the same list;
  - 20.28.3** The candidate and the University Review Committee may each submit the name of one person on the list of selected reviewers whom they do not wish to serve on the Direct Peer Review Committee;
  - 20.28.4** The alternate Dean shall contact the three chosen Teaching Evaluators and ask them to conduct a Direct Peer Review of the candidate's teaching performance. In the event that a chosen Teaching Evaluator cannot serve, the party having made the choice shall choose another.

- 20.29** The function of the Direct Peer Review Committee is to assess the candidate's current teaching performance which shall include consideration of those criteria in Articles 20.24 and Article 20.26 for which the assessment process described below yields primary information.
- 20.30** Guided by the general principle outlined in Article 20.29, The Direct Peer Review Committee shall:
- 20.30.1** examine those aspects of the candidate's letter submitted under Article 20.14 which address how the evidence submitted in support of her application demonstrates that the standard given in Article 20.21.2 has been met. The letter shall be provided by the alternate Dean.
  - 20.30.2** examine the candidate's course outlines and Senate-approved teaching evaluations for the current year and previous four years of teaching, which shall be provided by the alternate Dean.
  - 20.30.3** meet as a group with the candidate to discuss relevant facts about the candidate's courses, teaching methods and materials, as well as any other contributions to teaching. The candidate may not present any written material for the Committee's consideration.
  - 20.30.4** conduct two (2) in-class observations of the candidate's teaching, to be selected by itself from among five (5) times arranged in consultation with the candidate.
  - 20.30.5** submit a written assessment of the candidate's current teaching performance, signed by all three members, to the alternate Dean for inclusion in the candidate's file.
- 20.31** Scholarly and/or professional activity shall be assessed by considering documented, corroborating evidence of the candidate's participation in and contribution to an individual or joint program of research and/or professional activity, including her role in formulating the programme and its objectives, and producing its results, and the contribution of the results to knowledge or practice in her field(s). In the case of joint programs of scholarly and/or professional activity, statements by the collaborators as to the extent and substance of the candidate's contribution shall form part of the evidence for assessment.
- 20.32** The main criterion for assessing a candidate's scholarship and/or professional activity shall be peer review. When the evidence presented takes the form of legitimate refereed publications, this criterion shall be taken as met.
- 20.33** Materials that may be presented as evidence of scholarly achievement, refereed or non-refereed, shall include complete copies of the following:
- Books and Monographs;
  - Working papers;
  - Case studies;
  - Chapters in books;
  - Research reports and briefs to government or other agencies;
  - Papers in conference proceedings;
  - Papers presented at conferences and meetings;
  - Computer software and documentation;
  - Audio-visual productions and materials;

- Book reviews.

**20.33.1** Course notes do not constitute evidence of scholarly or professional achievement.

**20.34** In the context of Article 20.14.3, professional activity is understood to be the application of academic approaches for the advancement of a profession or field of professional practice. Such applications may include:

**20.34.1** the dissemination of information to the professional field in written form (e.g. briefs, technical reports, directories, newsletter entries, information sheets etc.);

**20.34.2** the development of specialized training materials;

**20.34.3** the development of materials and methodologies for the practice of the profession (e.g. textbooks, curricula, software, assessment tools);

**20.34.4** substantive contributions to professional organizations (e.g. major involvement in development of codes of ethics, policy and legislation for the regulation or practice of the profession)

**20.35** Professional activity does not include distance learning and continuing education activity (such as conducting professional development workshops), service to the public (such as responding to requests for information), service to the profession (such as involvement in the ongoing work of professional organizations or organization of conferences), or professional practice *per se*.

**20.36** Professional activity shall be assessed by considering the candidate's involvement in the application of knowledge in a manner and at a level appropriate to the rank, which can be demonstrated to have contributed to the advancement of the profession. Criteria for the assessment of professional activity shall include, in addition to those described in Articles 20.31 and 20.32:

**20.36.1** The relevance of the activity to the candidate's academic specialization;

**20.36.2** The amount of time, effort, responsibility and professional expertise committed to this activity;

**20.36.3** The impact of the activity on the profession: that is, the extent to which the candidate's participation has contributed to an identifiable result as measured by the product of the activity or by some external evaluation of the activity.

**20.37** Internal and external collegial service shall be assessed by considering the extent and effectiveness of the candidate's participation in:

**20.37.1** Departmental responsibilities;

**20.37.2** University or Senate committees;

**20.37.3** Administrative activities;

- 20.37.4** Faculty Association responsibilities;
- 20.37.5** Extension and public service;
- 20.37.6** Scholarly and professional organizations.
- 20.38** Extension and public service activities shall be considered when they are associated with the candidate's departmental or university duties, or with scholarly and/or professional activities.
- 20.39** In evaluating a candidate's application for reappointment, tenure, or promotion, the payment or non-payment of a fee for work shall not be a factor in assessing the value of that work.
- 20.40** The substance of a URC recommendation made to the President pursuant to this Article 20 shall be binding upon the President. Upon receipt of a URC recommendation, the President shall make a procedural review of the case, and make one of the following decisions:
- 20.40.1** to confirm, without qualification, the recommendation of the URC; or
- 20.40.2** in the event of procedural irregularity judged by the President to have influenced the recommendation of the URC, to direct that the case be considered by a University Appeals Committee (UAC).
- 20.41** Where the President confirms the recommendation of the URC, she shall communicate her decision in writing to the candidate, with copies to the URC, the Vice-President (Academic), the Chair of the Department Review Committee, the candidate's Dean, and the President of the Association within ten (10) working days of receiving the recommendation of the URC.
- 20.42** Where the President directs the case to be considered by a UAC pursuant to Article 20.40.2, she shall, within ten (10) working days of receiving the URC recommendation, render a written, reasoned decision identifying the procedural error(s) necessitating an appeal. This decision shall be sent forthwith to the candidate, the URC, the Chair of the Department Review Committee, the candidate's Dean, and the President of the Association.
- 20.43** Error! Bookmark not defined. Where the President confirms a negative recommendation of the URC pursuant to Article 20.40.1 and relating to reappointment, tenure, or promotion, the candidate may within ten (10) working days of being notified of the decision, give written notice to the President, the URC, the candidate's Dean, the Chair of the Department Review Committee, and the President of the Association of her intention to appeal.
- 20.44** It is the responsibility of the candidate to enumerate the grounds for appeal in her notice. These grounds shall be limited to:
- 20.44.1** Allegations that there were errors in procedure. Procedural grounds include the procedures of this collective agreement as they apply to the URC recommendation and/or the Presidential review, as well as to the consistency of application of the criteria by the URC during the previous six (6) years;
- 20.44.2** Allegations that academic freedom as defined in Article 2 has been violated;

- 20.44.3** Allegations that discrimination as defined in Article 3 has occurred.
- 20.45** When the President has received notice of appeal, she shall notify the alternate academic Dean or appropriate substitute. The Dean shall, within thirty (30) calendar days, ensure the constitution of the UAC under the terms of 20.46.
- 20.46** The following provisions shall govern the constitution of the UAC:
- 20.46.1** No individual who participated in previous stages of the candidate's evaluation shall be a member of the UAC;
- 20.46.2** The UAC shall be a three-person panel: one internal member named by the candidate; one internal member named by the URC (without the participation of its Chair); and one internal member chosen from the candidate's division named by the Joint Committee to act as Chair;
- 20.47** The function of UAC shall be to determine if the recommendation of the URC was fair and reasonable after consideration of the evidence of the grounds for appeal. The UAC shall base its decision on the reasonableness of the actions of the URC and not on its opinion of the recommendation.
- 20.48** The following provisions shall govern the operation of the UAC:
- 20.48.1** The UAC may decide by unanimous vote that no hearing is needed because the grounds advanced by the candidate under the provisions of 20.44 are not substantive and not material to the URC's decision. In that case it shall not hear the appeal but shall uphold the URC's decision;
- 20.48.2** Where the UAC decides that the grounds advanced by the candidate are substantive, it must start a hearing with fifteen (15) working days;
- 20.48.3** In considering the appeal the UAC shall consider only the evidence which was presented to the URC, and shall take into account recommendations of the URC which have occurred within the previous six (6) years. The UAC may refer to the reference file as outlined in Article 22.2.1;
- 20.48.4** The UAC by majority vote may call and examine any witnesses it deems appropriate;
- 20.48.5** The candidate, the President, and a member of the URC shall be given the opportunity to appear before the UAC in order to respond to the evidence before the committee, including that of witnesses called under the terms of Article 20.48.4, and to answer any questions put by the UAC;
- 20.48.6** The proceedings may be taped, the tapes shall be solely for the purpose of helping the UAC prepare its report, and the Chair shall ensure that the tapes are erased subsequent to the preparation of that report;
- 20.48.7** At the conclusion of the hearing the UAC shall conduct its deliberations and make its decision in camera. The decision shall be by simple majority. The UAC shall render a



decision within five (5) working days of the conclusion of the hearing in a full, reasoned, written report.

- 20.49** In rendering a decision, the UAC may either uphold the recommendation of the URC or determine that the grounds for the appeal have been substantiated.
- 20.49.1** If the UAC determined that the grounds for appeal have been substantiated under the provisions of Article 20.44.2 or 20.44.3, it may overturn the decision of URC;
- 20.49.2** If the UAC upholds the appeal on the grounds of the provisions of 20.44.1, then it must recommend a mechanism by which such error can be corrected. The mechanism shall be either referral of the matter back to the URC or evaluation of the application by the UAC;
- 20.49.3** If the UAC selects to evaluate the application, it must follow the procedures set down for the URC. The UAC must not base its decision on the grounds for appeal alone but rather on an overall assessment of the candidate and the criteria for appointment, tenure, or promotion. It may not recommend that reappointment, tenure, or promotion be granted solely on the basis of a procedural error.
- 20.50** The decision of the UAC shall be final and binding on all parties, and shall not be the subject of grievance or arbitration under this Agreement. It shall be communicated forthwith, in writing, to the candidate, the President, the URC, the Vice-President (Academic), the Chair of the DRC, the candidate's Dean, and the President of the Association.
- 20.51** The employer and the Association shall share equally all costs of business conducted by the UAC.
- 20.52** The timetable for procedures relating to faculty reappointment is as follows:
- |                |                      |  |
|----------------|----------------------|--|
| <b>20.52.1</b> | <u>1 MAY:</u>        | Vice-President (Academic) notifies the candidate of automatic reappointment consideration;   |
| <b>20.52.2</b> | <u>15 SEPTEMBER:</u> | the candidate's academic file is brought up to date for evaluation;  |
| <b>20.52.3</b> | <u>15 OCTOBER:</u>   | the written recommendation of the Department Review Committee is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and Dean;   |
| <b>20.52.4</b> | <u>22 OCTOBER:</u>   | any written response from the candidate to the Department Review Committee recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the Department Review Committee; |
| <b>20.52.5</b> | <u>7 NOVEMBER:</u>   | the Dean's written recommendation is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and the Department Review Committee;  |

- 20.52.6**    14 NOVEMBER:    any written response from the candidate to the Dean's recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the Department Review Committee;
- 20.52.7**    15 DECEMBER:    the URC shall forward its written recommendation to the candidate, the President, the Dean and the Department Review Committee;
- 20.52.8**    22 DECEMBER:    the President shall provide the candidate with her written decision, pursuant to Article 20.40, to take one of the following actions (copies to the URC, Vice-President (Academic), Dean, Department Review Committee, President of the Association):
- 20.52.8.1**    to transmit confirmation of the URC recommendation to the Board of Governors; or
- 20.52.8.2**    to send the matter to a University Appeals Committee, pursuant to 20.40.2;
- 20.52.9**    4 JANUARY:    where appropriate, the candidate shall provide written notice to send the matter to the University Appeals Committee, pursuant to 20.43.
- 20.53**    The timetable for procedures relating to an application for tenure is as follows:
- 20.53.1**    1 MAY:    Vice-President (Academic) notifies the candidate of automatic tenure consideration. If a candidate wishes to apply for tenure before automatic consideration, she shall give written notice by this date to the Chair of the Department Review Committee and her Dean that an application is to be made. Within two weeks, the Dean shall forward a list of candidates for tenure to the Vice-President (Academic);
- 20.53.2**    15 SEPTEMBER:    the candidate's academic file is brought up to date for evaluation;
- 20.53.3**    15 OCTOBER:    the written recommendation of the Department Review Committee is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and Dean;
- 20.53.4**    22 OCTOBER:    any written response from the candidate to the Department Review Committee recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the Department Review Committee;

- 20.53.5**     7 DECEMBER:           the Dean's written recommendation is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and the Department Review Committee;
- 20.53.6**     14 DECEMBER:           any written response from the candidate to the Dean's recommendation must be received by the chair of the URC for inclusion in the academic file; copies to the Dean and the Department Review Committee;
- 20.53.7**     8 FEBRUARY:           the URC shall forward its written recommendation to the candidate, the President, the Dean and the Department Review Committee;
- 20.53.8**     18 FEBRUARY:           the President shall provide the candidate with her written decision, pursuant to Article 20.40, to take one of the following actions (copies to the URC, Vice-President (Academic), Dean, Department Review Committee, President of the Association):
- 20.53.8.1**   to transmit confirmation of the URC recommendation to the Board of Governors; or
- 20.53.8.2**   to send the matter to the University Appeals Committee, pursuant to 20.40.2;
- 20.53.9**     4 MARCH: where appropriate, the candidate shall provide written notice to send the matter to the University Appeals Committee, pursuant to 20.43.
- 20.54**       The timetable for procedures relating to an application for promotion is as follows:
- 20.54.1**     1 APRIL:           a candidate for promotion shall give written notice to the Chair of the Department Review Committee and her Dean that an application is to be made. Within two weeks, the Dean shall forward a list of candidates for promotion to the Vice-President (Academic). In the case of a candidate applying for Professor, the selection process for external referees, pursuant to 20.22, begins immediately thereafter, allowing sufficient time for external references to be received by the Alternate Dean by 30 September, who shall forward a copy to the candidate and the originals to the Office of the Vice-President (Academic) for inclusion in the academic file;
- 20.54.2**     1 MAY:           in the case of an application for promotion to the rank of Professor, the Chair of the Department Review Committee shall forward the names of the external referees to the alternate dean or appropriate substitute;

- 20.54.3**    15 OCTOBER:            the candidate's academic file is brought up to date for evaluation;
- 20.54.4**    15 NOVEMBER:            the written recommendation of the Department Review Committee is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and Dean;
- 20.54.5**    22 NOVEMBER:            any written response from the candidate to the Department Review Committee recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the Department Review Committee;
- 20.54.6**    31 JANUARY:            the Dean's written recommendation is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and the Department Review Committee;
- 20.54.7**    7 FEBRUARY:            any written response from the candidate to the Dean's recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the Department Review Committee;
- 20.54.8**    24 MARCH:            the URC shall forward its written recommendation to the candidate, the President, the Dean and the Department Review Committee;
- 20.54.9**    4 APRIL:    the President shall provide the candidate with her written decision, pursuant to Article 20.40, to take one of the following actions (copies to the URC, Vice-President (Academic), Dean, Department Review Committee, President of the Association):
- 20.54.9.1**    to transmit confirmation of the URC recommendation to the Board of Governors; or
- 20.54.9.2**    to send the matter to the University Appeals Committee, pursuant to 20.40.2.
- 20.54.10**    14 APRIL:            the candidate shall provide written notice to send the matter to the University Appeals Committee, pursuant to 20.43.
- 20.55**            The timetable for procedures relating to an application for promotion is as follows. Applicants for promotion to Professor under the terms of Article 20.21.2 should refer to Article 20.56 for the timetable of procedures governing promotion on the basis of sustained excellence and effectiveness as a teacher.
- 20.56**            The timetable for procedures relating to an application for promotion to Professor under the provisions of Article 20.21.2 is as follows:

- 20.56.1**     1 APRIL:                   a candidate for promotion shall give written notice to the Chair of the Department Review Committee and her Dean that an application is to being made on the basis of sustained excellence and effectiveness as a teacher. Within two weeks, the Dean shall forward a list of candidates for promotion to the Vice-President (Academic). The selection process for external referees, pursuant to 20.22, begins immediately thereafter, allowing sufficient time for external references to be received by the Alternate Dean by 30 September, who shall forward a copy to the candidate and the originals to the Office of the Vice-President (Academic) for inclusion in the academic file;
- 20.56.2**     15 APRIL:                   the Chair of the Department Review Committee shall forward the names of the external referees to the alternate dean or appropriate substitute;
- 20.56.3**     15 APRIL:                   the Alternate Dean shall initiate selection of the Direct Peer Review Committee, pursuant to Articles 20.28.2 and 20.28.3. The Committee shall be in place within two weeks;
- 20.56.4**     31 MAY:                       candidate shall forward to the Alternate Dean a package of materials for external review, pursuant to Articles 20.23.2 and 20.23.3;
- 20.56.5**     15 JUNE:                       the Alternate Dean shall send packages containing the cover letter specified in Article 20.23.1 and material for assessment to external referees;
- 20.56.6**     10 SEPTEMBER:               candidate and Direct Peer Review Committee select five (5) possible dates between 15 September and 1 November on which the Direct Peer Review Committee shall conduct two (2) in-class assessments of the candidate's teaching, pursuant to Article 20.30.4. The Committee shall submit its written assessment of the candidate's teaching to the Alternate Dean for inclusion in the academic file by 15 November;
- 20.56.7**     15 NOVEMBER:               the candidate's academic file is brought up to date for evaluation, including the report of the Direct Peer Review Committee;
- 20.56.8**     15 DECEMBER:               the written recommendation of the Department Review Committee is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and Dean;

- 20.56.9**    7 JANUARY:            any written response from the candidate to the Department Review Committee recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the Department Review Committee;
- 20.56.10**   31 JANUARY:            the Dean's written recommendation is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and the Department Review Committee;
- 20.56.11**    7 FEBRUARY:            any written response from the candidate to the Dean's recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the Department Review Committee;
- 20.56.12**    15 APRIL:                    the URC shall forward its written recommendation to the candidate, the President, the Dean and the Department Review Committee;
- 20.56.13**    22 APRIL:                    the President shall provide the candidate with her written decision, pursuant to Article 20.40, to take one of the following actions (copies to the URC, Vice-President (Academic), Dean, Department Review Committee, President of the Association):
- 20.56.13.1**                    to transmit confirmation of the URC recommendation to the Board of Governors; or
- 20.56.13.2**                    to send the matter to the University Appeals Committee, pursuant to 20.40.2.
- 20.56.14**    02 MAY:                    the candidate shall provide written notice to send the matter to the University Appeals Committee, pursuant to 20.43.

**ARTICLE 21: REAPPOINTMENT, PERMANENCE, AND PROMOTION (LIBRARIANS)**

- 21.1**            The following terms and conditions apply to all full-time, three-quarter-load and half-load continuing librarian appointments.
- 21.2**            Consideration of a librarian member's candidacy for reappointment, permanence or promotion shall proceed through three stages of assessment and recommendation: departmental, divisional, and university. (For the purpose of the provisions in this Agreement, it is understood that the Head Librarian represents the department and the University Librarian represents the division.) The first stage is undertaken by the Librarians' Review Committee (LRC), the second by the University Librarian, and the third by the University Review Committee for Librarians (URCL).

- 21.3** The Librarians' Review Committee, whose minimum size shall be three members of the bargaining unit, shall be constituted according to the following principles:
- 21.3.1** Only members of the bargaining unit may serve as members of the Librarians' Review Committee;
  - 21.3.2** Where the number of librarian members is six or more, the Librarians' Review Committee shall consist of all such members except the candidate and those members or member serving on the University Review Committee for Librarians. The Committee will be chaired by the Head Librarian.
    - 21.3.2a** Where the Head Librarian is a candidate for reappointment, promotion or permanence, the members of the Librarians' Review Committee shall elect a chair from among themselves.
  - 21.3.3** Where the number of librarian members is less than six, the Librarians' Review Committee shall consist of all such members (except as limited by 21.6.2 and 21.6.6), and a maximum of two external members elected from among faculty members of the Senate Library Committee by members of the Senate Library Committee. Where the Head Librarian is a candidate for reappointment, promotion or permanence, the Committee's chair shall be elected (or acclaimed) from among the librarian members only.
  - 21.3.4** Librarians on term contracts may decline to serve on the Librarian's Review Committee.
- 21.4** The Librarians' Review Committee shall meet to consider the candidate's application for reappointment, permanence or promotion in accordance with the criteria and procedures in this Agreement, and shall make a full, reasoned, written recommendation to the URCL concerning her reappointment, permanence or promotion. The Committee's written recommendation shall be made to the Chair of the URCL, with copies to the candidate and the University Librarian.
- 21.5** The University Librarian shall consider the candidate's case for reappointment, permanence or promotion in accordance with the criteria and procedures in this Agreement, and shall make a full, reasoned, written recommendation to the URCL concerning her reappointment, permanence or promotion accordingly. The University Librarian's written recommendation shall be made to the Chair of the URCL, with copies to the candidate and the Chair of the Librarians' Review Committee who shall make the recommendation available to the LRC members.
- 21.6** The University Review Committee for Librarians shall consist of three members, two elected from the bargaining unit, and the Vice-President (Academic) who shall be the non-voting chair of the Committee. The function of the URCL is to assess the candidate's application in accordance with the criteria and procedures in this Agreement, ensuring that standards of peer evaluation are consistent with those maintained within recent years. The URCL may refer to the reference file as outlined in Article 22.2.1. In the years that the URCL meets, it shall provide a written report to the Joint Committee and copies of this report shall be made available to the University Librarian and the Head Librarian. Bargaining unit membership on the URCL shall be constituted in the following manner:

- 21.6.1** Where the number of librarian members is six or more, the two elected positions on the URCL shall be held by librarian members;
- 21.6.2** Where the number of librarian members is less than six, one elected position shall be held by a librarian member, the other by a member of the bargaining unit;
- 21.6.3** All elected positions on the URCL shall be elected by members of the bargaining unit under the authority of the Senate Nominations Committee according to that Committee's procedures in effect at the time of the ratification of this Agreement;
- 21.6.4** Eligibility for election to the URCL shall be limited to members who have been in the bargaining unit for a minimum of two years;
- 21.6.5** The term of all members of the URCL shall be three years;
- 21.6.6** Librarian members of the URCL shall not serve on the Librarians' Review Committee;
- 21.6.7** A librarian member of the URCL who is a candidate for permanence or promotion during her tenure on the Committee shall resign from the URCL prior to the commencement of the academic year in which her application for permanence or promotion is to be considered. She shall give notice of such resignation to the Chair of the Senate Nominations Committee by 1 May of the year preceding the academic session in which her candidacy is to be considered;
- 21.6.8** In the event of the resignation of a librarian member of the URCL, replacement shall be by means of a special election held in September of the academic year in which the vacancy occurs. This election shall be held in accordance with the general provisions outlined in 21.6.3.
- 21.6.9** Where, due to illness, conflict of interest, untimely resignation, or other reasons, a member of the URCL is unable to deliberate on a case or cases before the URCL, the Joint Committee may appoint an alternate member to consider the case or cases until the member returns or is replaced by election as outlined in Article 21.6.8.
- 21.7** The candidate has the right to appear before the URCL in her own behalf, and must notify the Chair of the Committee of her intention to do so within seven (7) working days of the date on which the Committee receives the University Librarian's recommendation, as outlined in Article 21.47.5, 21.48.5, or 21.49.5. The URCL may invite a candidate to appear at a meeting for clarification of her application. Such an invitation will be given in writing and shall identify the matters requiring clarification. No new materials may be added to the file at this time. In the event the candidate appears before the URCL, the Chair of the Committee shall so advise the Chair of the Librarians' Review Committee and the University Librarian, and shall invite them to appear before the Committee at the same time and, at their option, make representations.



- 21.8** The URCL shall consider a candidate's case for reappointment, permanence or promotion in accordance with the criteria and procedures in this Agreement, and shall make a full, reasoned recommendation to the President, with copies to the candidate, the Chair of the Librarians' Review Committee, and the University Librarian.
- 21.9** Consideration for reappointment during the third year of a librarian member's initial three-year probationary appointment shall be automatic. Reappointment of probationary positions shall be for two (2) years.
- 21.10** Reappointment after five (5) years of probationary service at Mount Saint Vincent University shall be with permanence and shall be at the rank of Librarian II or above. Consideration for permanence during the final year of a candidate's second probationary appointment shall be automatic.
- 21.10.1** In accordance with Articles 29.2.7, 29.2a.8, 29.4.6, 29.5.5, 29.7.5 and 29.8.10 a member may elect to defer contractual decisions on reappointment or permanence by one year.
- 21.11** A librarian member may apply for permanence at any time before her fifth year of service with the University on the basis of previous professional library service.
- 21.12** Promotion to the rank of Librarian III or Librarian IV shall be with permanence.
- 21.13** A librarian member may apply for promotion to Librarian III after six (6) years of professional service at the rank of Librarian II at this or other libraries. Early applications will be considered.
- 21.14** A librarian member may apply for promotion to Librarian IV after ten (10) years of professional service at this or other libraries. Early applications will be considered.
- 21.15** The responsibility for maintaining an up-to-date academic file, pursuant to Article 22.2, rests with the candidate. The academic file to be assessed in matters of reappointment, permanence or promotion shall be brought up to date prior to its consideration by the Librarians' Review Committee. The candidate shall have access to all written reports received by the University Librarian and the University Review Committee for Librarians in these evaluation procedures.
- 21.16** The six (6) criteria by which a candidate for reappointment, permanence, or promotion may be assessed are:
- 21.16.1** Academic and/or professional credentials as defined in Article 19.1;
- 21.16.2** Performance of library duties;
- 21.16.3** Administrative service;
- 21.16.4** Scholarly and/or professional activity;
- 21.16.5** Internal and external collegial service; and

- 21.16.6** Any special conditions stated in the Letter of Appointment.
- 21.17** Information obtained through electronic surveillance devices will not be used in any evaluation of a member's performance of library duties, research, or collegial service in any renewal, tenure, or promotion proceeding.
- 21.18** Academic and professional credentials, performance of library duties, and participation in departmental collegial service shall be assessed for all candidates. In addition, candidates may provide evidence of administrative service, scholarly and/or professional activity, and collegial service outside the department.
- 21.19** Every candidate, whether for reappointment, permanence, or promotion, shall write a letter of application outlining how the evidence submitted in support of her application demonstrates that the relevant standard in each category or evaluation has been met. The letter shall form part of the candidate's academic file.
- 21.20** A candidate for reappointment shall provide evidence of satisfactory performance of library duties appropriate to the number of years of her professional experience, and of departmental collegial service. The candidate shall write a letter outlining how the evidence supports the claim to satisfactory performance in each category.
- 21.21** A candidate for permanence shall provide evidence of satisfactory performance of library duties appropriate to the number of years of her professional experience. Evidence of additional academic qualifications, participation in scholarly and/or professional activity, administrative service, or collegial service beyond the departmental level, may be presented for consideration. The candidate shall write a letter outlining how the evidence supports the claim to satisfactory performance in each category.
- 21.22** A candidate for promotion to Librarian III shall provide evidence of satisfactory performance of library duties appropriate to the rank and to the number of years of her professional experience, and of departmental collegial service. Evidence of additional academic qualifications, participation in scholarly and/or professional activity, administrative service, or collegial service beyond the departmental level, may be presented for consideration. The candidate shall write a letter outlining how the evidence supports the claim to satisfactory performance in each category.
- 21.23** A candidate for promotion to Librarian IV shall provide evidence of satisfactory performance of library duties, participation in internal and external collegial service, and on-going involvement in individual or joint scholarly and/or professional activities whose results are recognized as a significant contribution to the profession of librarianship. The candidate shall write a letter outlining how the evidence supports the claim to satisfactory performance in each category.
- 21.24** In addition to the requirements outlined in 21.23, an application for promotion to Librarian IV shall include assessments of scholarly and/or professional activity by four external referees who, where possible, are at arms-length to the candidate. Queries as to whether an external referee is at arms-length to the candidate shall be referred to the Joint Committee for adjudication. The selection of external referees shall follow the same procedures as for promotion to Professor (Article 20.22), with the sole exception that the written confirmation

shall be forwarded to the University Review Committee for Librarians as part of the candidate's academic file.

- 21.25** Performance of library duties shall be assessed by peer review.
- 21.26** Where applicable, participation in other areas, except administrative service (see Article 21.33), shall be evaluated according to the following principles and definitions.
- 21.27** Scholarly activity and/or professional activity shall be assessed by considering the candidate's participation in and contribution to an individual or joint research programme, including her role in formulating the programme and its objectives and producing its results, and the contribution of the results to knowledge or practice in her field(s). In the case of joint programs of scholarly and/or professional activity, statements by the collaborators as to the extent and substance of the candidate's contribution shall form part of the evidence for assessment.
- 21.28** The main criterion for assessing a candidate's scholarship and/ or professional activity shall be peer review. When the evidence presented takes the form of legitimate refereed publications, this criterion shall be taken as met.
- 21.29** Materials that may be presented as evidence of scholarly achievement, refereed or non-refereed, shall include complete copies of the following:
- monographs;
  - working papers;
  - case studies;
  - chapters in books;
  - research reports and briefs to government or other agencies;
  - papers in conference proceedings;
  - papers presented at conferences and meetings;
  - computer software and documentation;
  - audio-visual productions and materials;
  - book reviews.
- 21.30** In the context of Article 21.16.4, professional activity is understood to be the application of academic approaches for the advancement of a profession or field of professional practice. Such applications may include:
- 21.30.1** the dissemination of information to the professional field in written form (e.g. briefs, technical reports, directories, newsletter entries, information sheets etc.);
- 21.30.2** the development of specialized training materials;
- 21.30.3** the development of materials and methodologies for the practice of the profession (e.g. textbooks, curricula, software, assessment tools);
- 21.30.4** substantive contributions to professional organizations (e.g. major involvement in development of codes of ethics, policy and legislation for the regulation or practice of the profession)

- 21.31** Internal and external collegial service shall be assessed through consideration of the extent and effectiveness of the candidate's participation in:
- 21.31.1** Departmental responsibilities;
  - 21.31.2** University or Senate committees;
  - 21.31.3** Administrative activities;
  - 21.31.4** Faculty Association responsibilities;
  - 21.31.5** Extension and public service;
  - 21.31.6** Scholarly and professional organizations.
- 21.32** Extension and public service activities shall be considered when they are associated with the candidate's departmental or university duties, or with scholarly and/or professional activities.
- 21.33** Administrative service within the library shall be assessed by considering:
- 21.33.1** Type of administrative duties; and
  - 21.33.2** Supervisory responsibilities.
- 21.34** In evaluating a candidate's case for reappointment, permanence or promotion, the payment or non-payment of a fee for work shall not be a consideration.
- 21.35** The substance of a URCL recommendation made to the President pursuant to this Article 21 shall be binding upon the President. Upon receipt of the URCL recommendation, the President shall make a procedural review of the case, and make one of the following decisions:
- 21.35.1** To confirm, without qualification, the recommendation of the URCL; or
  - 21.35.2** In the event of procedural irregularity judged by the President to have influenced the recommendation of the URCL, to direct that the case be considered by a University Appeals Committee (UAC).
- 21.36** Where the President confirms the recommendation of the URCL, she shall communicate her decision in writing to the candidate, with copies to the URCL, the Vice-President (Academic), the Chair of the Librarians' Review Committee, the University Librarian, and the President of the Association within ten (10) working days of receiving the recommendation of the URCL.
- 21.37** Where the President directs the case to be considered by a UAC pursuant to Article 21.35.2, she shall, within ten (10) working days of receiving the URCL recommendation, render a written, reasoned decision identifying the procedural error(s) necessitating an appeal. This decision shall be sent forthwith to the candidate, the URCL, the Chair of the Librarians' Review Committee, the University Librarian, and the President of the Association.

- 21.38** Where the President confirms a negative recommendation of the URCL pursuant to Article 21.35.1 and relating to reappointment, permanence, or promotion, the candidate may within ten (10) working days of being notified of the decision, give written notice to the President, the URCL, the University Librarian, the Chair of the Librarians' Review Committee, and the President of the Association of her intention to appeal.
- 21.39** It is the responsibility of the candidate to enumerate the grounds for appeal in her notice. These grounds shall be limited to:
- 21.39.1** Allegations that there were errors in procedure. Procedural grounds include the procedures of this collective agreement as they apply to the URCL recommendation and/or the Presidential review, as well as to the consistency of application of the criteria by the URCL during the previous six (6) years;
  - 21.39.2** Allegations that academic freedom as defined in Article 2 has been violated;
  - 21.39.3** Allegations that discrimination as defined in Article 3 has occurred.
- 21.40** When the President has received notice of appeal, she shall notify the Dean of Professional Studies or appropriate substitute. The Dean shall, within thirty (30) calendar days, ensure the constitution of the UAC under the terms of 21.41.
- 21.41** The following provisions shall govern the constitution of the UAC:
- 21.41.1** No individual who participated in previous stages of the candidate's evaluation shall be a member of the UAC;
  - 21.41.2** The UAC shall be a three-person panel: one internal member named by the candidate; one internal member named by the URCL (without the participation of its Chair); and one internal member chosen from the non-Library faculty named by the Joint Committee to act as Chair;
- 21.42** The function of UAC shall be to determine if the recommendation of the URCL was fair and reasonable after consideration of the evidence of the grounds for appeal. The UAC shall base its decision on the reasonableness of the actions of the URCL and not on its opinion of the recommendation.
- 21.43** The following provisions shall govern the operation of the UAC:
- 21.43.1** The UAC may decide by unanimous vote that no hearing is needed because the grounds advanced by the candidate under the provisions of 21.39 are not substantive and not material to the URCL's decision. In that case it shall not hear the appeal but shall uphold the URCL's decision;
  - 21.43.2** Where the UAC decides that the grounds advanced by the candidate are substantive, it must start a hearing with fifteen (15) working days;
  - 21.43.3** In considering the appeal the UAC shall consider only the evidence which was presented to the URCL, and shall take into account recommendations of the

URCL which have occurred within the previous six (6) years. The UAC may refer to the reference file as outlined in Article 22.2.1;

- 21.43.4** The UAC by majority vote may call and examine any witnesses it deems appropriate;
  - 21.43.5** The candidate, the President, and a member of the URCL shall be given the opportunity to appear before the UAC in order to respond to the evidence before the committee, including that of witnesses called under the terms of Article 21.43.4, and to answer any questions put by the UAC;
  - 21.43.6** The proceedings may be taped, the tapes shall be solely for the purpose of helping the UAC prepare its report, and the Chair shall ensure that the tapes are erased subsequent to the preparation of that report;
  - 21.43.7** At the conclusion of the hearing the UAC shall conduct its deliberations and make its decision in camera. The decision shall be by simple majority. The UAC shall render a decision within five (5) working days of the conclusion of the hearing in a full, reasoned, written report.
- 21.44** In rendering a decision, the UAC may either uphold the recommendation of the URCL or determine that the grounds for the appeal have been substantiated.
- 21.44.1** If the UAC determined that the grounds for appeal have been substantiated under the provisions of Article 21.39.2 or 21.39.3, it may overturn the decision of URCL;
  - 21.44.2** If the UAC upholds the appeal on the grounds of the provisions of 21.39.1, then it must recommend a mechanism by which such error can be corrected. The mechanism shall be either referral of the matter back to the URCL or evaluation of the application by the UAC;
  - 21.44.3** If the UAC selects to evaluate the application, it must follow the procedures set down for the URCL. The UAC must not base its decision on the grounds for appeal alone but rather on an overall assessment of the candidate and the criteria for appointment, tenure, or promotion. It may not recommend that reappointment, tenure, or promotion be granted solely on the basis of a procedural error.
- 21.45** The decision of the UAC shall be final and binding on all parties, and shall not be the subject of grievance or arbitration under this Agreement. It shall be communicated forthwith, in writing, to the candidate, the President, the URCL, the Vice-President (Academic), the Chair of the LRC, the University Librarian, and the President of the Association.
- 21.46** The employer and the Association shall share equally all costs of business conducted by the UAC.
- 21.47** The timetable for procedures relating to consideration for reappointment is as follows:

- 21.47.1**     1 MAY:                   Vice-President (Academic) notifies the candidate of automatic reappointment consideration;
- 21.47.2**     15 SEPTEMBER:         the candidate's academic file is brought up to date for evaluation;
- 21.47.3**     15 OCTOBER:             the written recommendation of the Librarians' Review Committee is forwarded to the Chair of the URCL for inclusion in the academic file; copies to the candidate and University Librarian;
- 21.47.4**     22 OCTOBER:             any written response from the candidate to the Librarians' Review Committee recommendation must be received by the Chair of the URCL for inclusion in the academic file; copies to the University Librarian and the Librarians' Review Committee;
- 21.47.5**     7 NOVEMBER:             the University Librarian's written recommendation is forwarded to the Chair of the URCL for inclusion in the academic file; copies to the candidate and the Librarians' Review Committee;
- 21.47.6**     14 NOVEMBER:          any written response from the candidate to the University Librarian's recommendation must be received by the Chair of the URCL for inclusion in the academic file; copies to the University Librarian and the Librarians' Review Committee;
- 21.47.7**     15 DECEMBER:          the URCL shall forward its written recommendation to the candidate, the President, the University Librarian and the Librarians' Review Committee;
- 21.47.8**     22 DECEMBER:          the President shall provide the candidate with her written decision, pursuant to Article 21.35, to take one of the following actions (copies to the URCL, University Librarian, Librarians' Review Committee, President of the Association):
- 21.47.8.1**    To transmit confirmation of the URCL recommendation to the Board of Governors; or
- 21.47.8.2**    To send the matter to the University Appeals Committee, pursuant to 21.35.2.
- 21.47.9**     4 JANUARY:             where appropriate, the candidate shall provide written notice to send the matter to the University Appeals Committee, pursuant to 21.38.

**21.48**        The timetable for procedures relating to consideration for permanence is as follows:

- 21.48.1**     1 MAY:                   Vice-President (Academic) notifies the candidate of automatic permanence consideration. If a candidate wishes to apply for permanence before automatic consideration, she shall give written notice by this date to the Chair of the Librarians' Review Committee and the University Librarian that an application is to be made. Within two weeks, the University Librarian shall forward a list of candidates for permanence to the Vice-President (Academic);
- 21.48.2**     15 SEPTEMBER:       the candidate's academic file is brought up to date for evaluation;
- 21.48.3**     15 OCTOBER:           the written recommendation of the Librarians' Review Committee is forwarded to the Chair of the URCL for inclusion in the academic file; copies to the candidate and University Librarian;
- 21.48.4**     22 OCTOBER:           any written response from the candidate to the Librarians' Review Committee recommendation must be received by the Chair of the URCL for inclusion in the academic file; copies to the University Librarian and the Librarians' Review Committee;
- 21.48.5**     7 DECEMBER:           the University Librarian's written recommendation is forwarded to the Chair of the URCL for inclusion in the academic file; copies to the candidate and the Librarians' Review Committee;
- 21.48.6**     14 DECEMBER:       any written response from the candidate to the University Librarian's recommendation must be received by the chair of the URCL for inclusion in the academic file; copies to the University Librarian and the Librarians' Review Committee;
- 21.48.7**     8 FEBRUARY:           the URCL shall forward its written recommendation to the candidate, the President, the University Librarian and the Librarians' Review Committee;
- 21.48.8**     18 FEBRUARY:       the President shall provide the candidate with her written decision, pursuant to Article 21.35, to take one of the following actions (copies to the URCL, University Librarian, Librarians' Review Committee, President of the Association):
- 21.48.8.1**   To transmit confirmation of the URCL recommendation to the Board of Governors; or
- 21.48.8.2**   To send the matter to the University Appeals Committee, pursuant to 21.35.2.



- 21.48.9**     4 MARCH:            where appropriate, the candidate shall provide written notice to send the matter to the University Appeals Committee, pursuant to 21.38.
- 21.49**        The timetable for procedures relating to an application for promotion is as follows:
- 21.49.1**     1 APRIL:                a candidate for promotion shall give written notice to the Chair of the Librarians' Review Committee and the University Librarian that an application is to be made. Within two weeks, the University Librarian shall forward a list of candidates for promotion to the Vice-President (Academic). In the case of a candidate applying for Librarian IV, the selection process for external referees, pursuant to 21.24 and 20.22, begins immediately thereafter, allowing sufficient time for external references to be received by the Librarians' Review Committee by 15 OCTOBER;
- 21.49.2**     1 MAY:                    in the case of an application for promotion to the rank of Librarian IV, the candidate and the Chair of the Librarians' Review Committee shall have identified external referees and requested evaluations which should be included in the academic file by 15 October;
- 21.49.3**     15 OCTOBER:            the candidate's academic file is brought up to date for evaluation;
- 21.49.4**     15 NOVEMBER:          the written recommendation of the Librarians' Review Committee is forwarded to the Chair of the URCL for inclusion in the academic file; copies to the candidate and University Librarian;
- 21.49.5**     22 NOVEMBER:          any written response from the candidate to the Librarians' Review Committee recommendation must be received by the Chair of the URCL for inclusion in the academic file; copies to the University Librarian and the Librarians' Review Committee;
- 21.49.6**     31 JANUARY:            the University Librarian's written recommendation is forwarded to the Chair of the URCL for inclusion in the academic file; copies to the candidate and the Librarians' Review Committee;
- 21.49.7**     7 FEBRUARY:            any written response from the candidate to the University Librarian's recommendation must be received by the Chair of the URCL for inclusion in the academic file; copies to the University Librarian and the Librarians' Review Committee;

- 21.49.8**    24 MARCH:            the URCL shall forward its written recommendation to the candidate, the President, the University Librarian and the Librarians' Review Committee;
- 21.49.9**    4 APRIL:                the President shall provide the candidate with her written decision pursuant to Article 21.35, with copies to the URCL, the University Librarian, the Librarians' Review Committee and the President of the Association, to take one of the following actions:
- 21.49.9.1**    To transmit confirmation of the URCL recommendation to the Board of Governors; or
- 21.49.9.2**    To send the matter to the University Appeals Committee, pursuant to 21.35.2.
- 21.49.10**   14 APRIL:            where appropriate, the candidate shall provide written notice to send the matter to the University Appeals Committee, pursuant to Article 21.38.

## **ARTICLE 22: PERSONNEL FILES**

- 22.1**        There shall be two files for each member: an academic file and an administrative file. Each file shall be maintained in the office of the Vice-President (Academic).
- 22.2**        The academic file shall contain documents pertinent to a member's application(s) for reappointment, tenure/permanence, and promotion. This shall include an updated *curriculum vitae* which shall be provided annually by 15 September to the Vice-President (Academic) and the Dean, recommendations of the Departmental Review Committee/Librarians' Review Committee, the Dean/University Librarian, and the University Review Committee/University Review Committee for Librarians and decisions of the University Appeals Committee. This file shall constitute the sole source of documentary evidence for assessing such applications and shall contain information pertaining to the criteria outlined in Articles 20 and 21. It is understood that all documents pertaining to previous applications will remain in the file, except for materials which provide evidence of scholarly/professional activity which will be returned to the candidate after a final decision in the case has been made. No additional material shall be added to the Academic file during a review under Article 20 or Article 21.
- 22.2.1**     A reference file containing copies of the recommendations of the Department Review Committee/Librarians' Review Committee, the Dean/University Librarian, and the University Review Committee/University Review Committee for Librarians regarding all applications for reappointment, tenure/permanence, and promotion during the previous six years shall be maintained for reference purposes. This file shall also include the member's response(s) to such recommendations, the member's *curriculum vitae* at the time of application, and copies of any letters from external referees. This file shall be available for consultation by members currently applying for reappointment, tenure/permanence and promotion, by members involved at any stage of the review process, and by members of the University Appeals Committee.

- 22.3** The administrative file shall contain documents pertaining to a member's application for leave, other than sabbatical leave, retraining leave, and leave without pay for academic reasons, which shall be contained in the academic file, medical benefits requiring special documentation, administrative matters of a non-disciplinary nature, and the final report issuing from any grievance(s), arbitration(s) or disciplinary action(s) except where such reports concern academic matters, in which case they shall be contained in the academic file.
- 22.4** A member shall have the right to examine the contents of her academic and administrative files during normal business hours. With reasonable notice she may receive copies of documents contained in these files.
- 22.5** A member shall have the right to include in her academic or administrative file written comments pertaining to the accuracy, relevance or meaning of any document(s) contained therein.
- 22.6** No anonymous documents shall be kept in a member's administrative file. A member's academic file may contain only the following types of anonymous documents:
- 22.6.1** tabulated results of Senate-approved, quantitative teaching evaluations by students;
  - 22.6.2** non-statistical responses to Senate-approved teaching evaluations by students;
  - 22.6.3** external assessors' reports on grant applications and scholarly and/or professional works submitted for publication or publication grants.

## **ARTICLE 23: WORKLOAD FOR FACULTY**

- 23.1** The following elements constitute faculty workload: teaching and academic advising; scholarly and/or professional activity; internal and external collegial service.
- 23.2** A member's normal teaching load shall be one and one-half (1.5) units per term, to a maximum of three (3) units per academic year. Each half-unit of load shall consist of 36 to 39 contact hours.
- 23.2.1** In exceptional circumstances, the Dean may authorize a reduction in a member's teaching load;
- 23.3** The following shall normally apply to the scheduling of teaching assignments:
- 23.3.1** Teaching assignments shall normally be scheduled during the fall and winter terms, Monday through Friday.
    - 23.3.1.1** By agreement of the member, her Chair and Dean by 1 December, a faculty member's normal teaching schedule may include one or more classes taught in the summer. A member shall have the right to one complete term free of teaching duties in each academic year.

- 23.3.2** Teaching assignments shall normally be scheduled between the hours of 08:30 and 21:35. No member shall be required to teach more than one course per term after 16:30, or to teach off-campus or through the Department of Distance Learning and Continuing Education unless such duties are a condition of her employment as described in the Letter of Appointment.
- 23.4** Individual teaching assignments shall be agreed upon by the member and her department Chair with the approval of her Dean. The allocation of teaching assignments shall be done fairly, taking into consideration the following factors:
- 23.4.1** The scheduling of teaching times;
- 23.4.2** The size of class;
- 23.4.3** The preparation time required for courses offered by a faculty member for the first time;
- 23.4.4** Courses offered off campus and/or through the Department of Distance Learning and Continuing Education;
- 23.4.5** Administrative and supervisory responsibilities at the University assigned with the approval of the Dean.
- 23.5** Each hour of laboratory period is equivalent to one contact hour when taught by a member. Members must be present and teaching for the period for which they are claiming teaching load credit. Designated laboratory courses are listed in Attachment 1. Courses may be added to, or dropped from Attachment 1 by application to the Joint Committee for the Administration of the Agreement.
- 23.6** Each hour of supplementary, regularly scheduled teaching, in courses specified in Attachment 2 shall be considered to be the equivalent of one-half hour of classroom period. Courses may be added to, or dropped from, Attachment 2 by application to the Joint Committee for the Administration of the Agreement.
- 23.7** Members whose academic duties are not counted as part of their normal teaching load shall be entitled to accumulate course relief as noted below. A request will be sent to members by January 15<sup>th</sup> of each year, by the appropriate Dean, for reporting of all such academic duties that will be completed by the end of the academic year. All academic duties eligible for course relief must be reported to the appropriate Dean by February 15<sup>th</sup> of that year. There shall be no entitlement to course relief for duties that are not reported in the year that the work is completed.
- 23.7.1** Supervision of graduate theses: for every three completed theses, one-half unit;
- 23.7.2** Supervision of full-unit undergraduate theses: for every five completed theses, one-half unit;

- 23.7.3** Supervision of half-unit undergraduate theses: for every ten completed theses, one-half unit;
- 23.7.4** Supervision of masters' projects: for every ten completed masters' projects, one-half unit;
- 23.7.5** Supervision of directed studies: for every ten completed half-unit directed studies courses, or the equivalent, one-half unit. A member may supervise no more than two full units of Directed Study per year except with the approval of the Dean;
- 23.7.6** Supervision of challenge examinations: for every twenty-five completed examinations, one-half unit;
- 23.7.7** Supervision of student teaching in education programmes for every fifteen students, one-half unit;
- 23.7.8** Departments with co-operative education programmes are entitled to claim course relief for co-ordination and/or supervision of students in such programmes on the following basis:
- 23.7.8.1** The designated faculty co-ordinator shall be agreed upon by the member and Department Chair with the approval of the appropriate Dean;
  - 23.7.8.2** Course relief for departments with co-operative education programmes will be assigned annually on the basis on one-half unit per twenty students according to enrolments as of 15 February of each year;
  - 23.7.8.3** Department Chairs and faculty co-ordinators will work out the apportionment of this relief among department members in consultation with the appropriate Dean.
- 23.8** Members may claim one-half unit of course relief under the provisions of 23.7 whenever a combination of fractional entitlements adds up to at least one-half unit. A member who intends to claim accumulated course relief credit under the provisions of Articles 23.7.1 to 23.7.8 shall make written application by 1 December of the academic year preceding the intended course relief to her Dean, with copies to her Chair. A maximum of one and one-half (1-1/2) units of such relief may be taken each academic year and normally not more than one each term.
- 23.9** In lieu of such course relief, members may choose to request a payout once each year, which shall be calculated using the rate for overload stipends specified in the collective agreement in effect when the entitlements were earned. A member who intends to claim accumulated course relief credit under the provisions of Article 23.7.1 to 23.7.8 shall make written application by 1 December of the academic year preceding the intended course relief to her Dean, with copies to her Chair. Where the accumulated course relief is greater than one-half unit, requests for payout must be for a minimum of a half unit credit. Where the accumulated course relief is less than one-half unit, any payout request must be for the total accumulation.

- 23.10** No member is required to teach an overload. Where such an assignment is undertaken, the member shall not teach more than one full unit during the academic year, nor shall the employee teach more than one full unit during the summer.
- 23.11** The employer recognizes that certain elements of faculty workload may require members to be off-campus. Each member is responsible for informing her Chair and Dean of how she may be contacted when off-campus for such purposes.
- 23.12** Where a member agrees to assume an overload in the event of a colleague's absence, pursuant to Article 29.2, 29.2a, 29.3, 29.4, 29.5, and 29.6, such overload shall not be deemed to contravene the provisions of 23.2 and 23.9.
- 23.13** The following positions carry with them an entitlement to course relief on the following basis:
- 23.13.1** Department of Business Administration and Tourism and Hospitality Management:
    - 23.13.1.1** Faculty Co-ordinator, Centre for Women in Business: one unit per academic year;
    - 23.13.1.2** Department of Business Administration and Tourism and Hospitality Management: Faculty Co-ordinator, Tourism and Hospitality Management, one-half unit per academic year;
  - 23.13.2** Department of Economics: Co-ordinator Economics 1101 and 1102: one-half unit per academic year;
  - 23.13.3** Department of Education:
    - 23.13.3.1** Associate Chair, Pre-Service Programmes: two units per academic year;
    - 23.13.3.2** Associate Chair, Graduate Programmes: two units per academic year;
    - 23.13.3.3** Associate Chair, Technology and Distance Education: one and one-half units per academic year;
    - 23.13.3.4** Full-time School Psychology Faculty: one-half unit per member per academic year.
  - 23.13.4** Department of English: Writing Co-ordinator, one-half unit per academic year.
  - 23.13.5** Department of Mathematics and Computer Studies: Statistics Co-ordinator, one-half unit per academic year;
  - 23.13.6** Department of Women's Studies:

- 23.13.6.1** Co-ordinator of the Joint Master's programme in Women's Studies: one-half unit per academic year; or
- 23.13.6.2** Co-ordinator of the Joint Master's Graduate Admissions and Programme Committee: one unit per academic year.

#### **ARTICLE 24: WORKLOAD FOR LIBRARIANS**

- 24.1** The following elements constitute Librarian members' workload: provision of information services to library users and the technical services required to deliver these information services; internal and external collegial service.
- 24.2** The normal hours of work for Librarian members employed by the University at the time this agreement comes into effect shall be 35 hours per week, scheduled Monday through Friday between 9:00 and 17:00 hours.
- 24.3** The normal hours of work for Librarian members employed after this agreement comes into effect shall be 35 hours per week. These hours may be assigned on a flexible basis to include work before 9:00 or after 17:00, and on Saturday or Sunday. No member shall be required to work more than six consecutive days without at least two consecutive days off immediately following. A new Librarian member's Letter of Appointment shall specify any flexible scheduling requirements of her position.
- 24.4** In order to provide information services on weekends, a member's work schedule may include one, four-hour weekend shift per month in each term. This shift shall consist of four (4) consecutive hours of reference service at the library reference desk, and shall be compensated as follows:
  - 24.4.1** One weekend shift shall be equivalent to seven (7) hours release time;
  - 24.4.2** One holiday weekend shift shall be equivalent to ten and one-half (10.5) hours release time.
- 24.5** Where a member not normally scheduled to work after 17:00 is required to provide library tours commencing after that hour, Monday through Friday, she shall be compensated at a rate of one hour release time for each hour worked.
- 24.6** The scheduling of work assignments, including shifts, shall be done by the Head Librarian in consultation with the member, and approved by the University Librarian. This scheduling shall be based on a fair allocation of professional duties among all Librarian members.

#### **ARTICLE 25: DEPARTMENT OF DISTANCE LEARNING AND CONTINUING EDUCATION**

- 25.1** The Department of Distance Learning and Continuing Education (DLCE) shall negotiate the development and delivery of credit distance education (televised and multi-mode) courses according to the following procedures:

- 25.1.1** All courses offered through DLCE shall be with the consent of the member and the agreement of her Chair and Dean;
  - 25.1.2** The agreement shall be in writing, and copies of this agreement shall be forwarded to the member's Chair, Dean, and the President of the Association;
  - 25.1.3** Nothing in any agreement or DLCE contract shall be in contravention of the provisions of the Collective Agreement.
- 25.2** Compensation related to the introduction of a course offered through DLCE shall be as follows:
  - 25.2.1** For development of a full unit or half unit multi-mode course blueprint, the compensation shall be \$500;
  - 25.2.2** For development of a multi-mode course, compensation shall be in accordance with Article 38.9 per full-unit course, pro-rated for a half-unit course, minus the \$500 blueprint fee;
  - 25.2.3** For first time delivery of a televised course, the member shall receive one half-unit of course relief for a full or half-unit course, to be taken either concurrently with the course taught or in the term immediately prior; in lieu of such course relief, members who have taught televised courses previously may choose to claim an overload stipend as specified in Article 38.9.
- 25.3** A member who develops a course for DLCE shall retain copyright on the content of the course subject to the conditions of Article 27.
  - 25.3.1** With the consent of the member and the agreement of her Chair and Dean, the University may sell the course material developed by the member for delivery by another institution. An appropriate division of royalties between the member and the University will be determined by DLCE in consultation with the member, her Dean, and a representative of the Faculty Association.
- 25.4** Where the Department in consultation with DLCE seeks to offer a course listed in the Academic Calendar which does not exist in a mode suitable for distance delivery, a version of the course may be imported from elsewhere, subject to its review and approval by the Department.
- 25.5** Where a Department in consultation with DLCE seeks to import a new course not listed in the Academic Calendar, the normal approval process for a new course at the University shall apply.
- 25.6** Error! Bookmark not defined. The normal workload associated with teaching a course in DLCE shall include:
  - 25.6.1** Preparation of all material for the course and any modifications required due to changed assignments, new editions of textbooks, or the addition of supplementary materials. Such preparations and modifications shall be



completed and submitted to DLCE at least four weeks prior to the commencement of class;

**25.6.2** Preparation of discussion materials and management of teleconferences and on-line discussions if part of the course;

**25.6.3** Marking and grading assignments and providing feedback to the students as required;

**25.6.4** Preparation and grading and, for local students, invigilation of all tests and examinations;

**25.6.5** Communication with students on a regular basis throughout the course.

**25.7**Error! Bookmark not defined. Compensation for teaching a course offered through DLCE shall be in accordance with the provisions of Article 23.

**25.8**Error! Bookmark not defined. The decision to revise a course offered via DLCE shall be made jointly by DLCE, the course developer, and her Chair and Dean.

**25.8.1** With the consent of the course developer and the approval of her Chair and Dean, the revision of the course may be undertaken by another member of the Department or a part-time instructor.

**25.9**Error! Bookmark not defined. Compensation for revision of a course offered through DLCE:

**25.9.1** Entire revision of a multi-mode course shall be in accordance with Article 38.9 per full-unit course, pro-rated for a half-unit course, minus the \$500 blueprint fee;

**25.9.2** Partial course revision of a multi-mode course shall be a pro-rated share of the compensation specified in 25.2.2, the amount to be determined by DLCE in consultation with the member, her Dean, and a representative of the Faculty Association.

**25.10**Error! Bookmark not defined. The rebroadcast of televised courses shall be in accordance with the following:

**25.10.1** The decision to rebroadcast a televised course shall be made jointly by DLCE, the course developer, and her Chair and Dean as established in the initial contract for first delivery of that course;

**25.10.2** With the consent of the course developer and the agreement of her Chair and Dean, the workload associated with rebroadcast may be undertaken by another member of the Department or a part-time instructor; the agreement shall be in writing, and copies of this agreement shall be forwarded to the member's Chair, Dean, and the President of the Association.

**25.11** Compensation for rebroadcast of a televised course offered via DLCE shall be as follows:

- 25.11.1 The course developer shall receive a royalty fee of \$250;
- 25.11.2 The member teaching the course shall receive the sum of \$125 per distance student enrolled in a half-unit course or \$250 per distance student enrolled in a full-unit course.

25.12 Distance course content shall not be used, in whole or in part, as the equivalent of or the substitute for the classroom based course, except with the written consent of the member and the agreement of her Chair and Dean.

- 25.12.1 Notwithstanding 25.12, the member, in consultation with her Chair, may request of her Dean that the course content be used for classroom teaching purposes, subject to the availability of the appropriate technology for on-campus use.

**ARTICLE 26: SUPPORT OF TEACHING AND RESEARCH DUTIES**Error! Bookmark not defined.

26.1 The Employer recognizes that in order to carry out their research, scholarly, and teaching duties, members require access to appropriate facilities and resources. The Employer shall endeavour to provide the support necessary for members to fulfil these duties. These facilities and resources shall include access to library services and holdings, computer services, laboratory and appropriate research and teaching space, basic equipment, office space and furnishings, secretarial and technical assistance, and an internal source of research funding administered by the Senate Committee on Research and Publications. The parties endorse the recommendations made in *Blueprint 2000* approved by the Board of Governors and the Senate in the Fall of 1999. Members also recognize their responsibility to apply for external research funding in order to support their research and scholarly activities, and to assist the University in providing these facilities and resources.

26.2 Subject to the provisions of the Income Tax Act and the rulings of Revenue Canada, the Employer will continue to perform its usual administrative function to assist members in designating research grants in lieu of salary.

**ARTICLE 27: INTELLECTUAL PROPERTY AND PATENTS**Error! Bookmark not defined.

27.1Error! Bookmark not defined. Intellectual property consists of inventions, publications, computer software, courseware, works of art and music, data bases, lecture notes, laboratory manuals, articles, books, as well as all other creations that can be protected under patent, copyright, trademark or similar laws.

27.2Error! Bookmark not defined. Copyright is owned by the members who create intellectual property, except in either of the following cases:

- 27.2.1 where there is a written contract to the contrary between the member, the Employer, and/or a third party which assigns some or all ownership rights of the intellectual property to the Employer or the third party. The member shall

negotiate such an agreement with the assistance of a representative of the Faculty Association;

**27.2.2** where the Employer provides funds, resources, and facilities to the member beyond those required for the payment of the member's salary and benefits or for the provision of a normal academic environment in which to work, in which case the member shall, with the assistance of a representative of the Faculty Association, come to agreement with the Vice-President (Academic) on sharing ownership rights to the intellectual property with the Employer.

**27.3** The Employer has a non-exclusive, royalty-free, irrevocable, indivisible, and non-transferable right to retain for archival purposes and to use for internal educational and research purposes only any intellectual property developed by members with the use of the Employer's time, facilities, and resources. Such right shall not include the right to transfer, license, exploit or use the intellectual property for distance education or for any purpose other than the internal use of the University.

**27.4** Error! Bookmark not defined. Members have intellectual and artistic freedom in the creation of intellectual property and the right to disseminate the intellectual property which they own. Such right shall not include the right to transfer, licence, exploit, or use intellectual property developed and/or delivered through the Department of Distance Learning and Continuing Education under the terms of Article 25 without the agreement of the Employer.

#### **Patents**

**27.5** The Employer agrees that members have no obligation to seek patent protection for the results of scientific work, or to modify research to enhance patentability. Unless otherwise agreed between the member and employer, the creator is free to publish or use other means to place the invention in the public domain. The Employer further agrees that members shall have unqualified rights to patent their inventions, and waives any claim to ownership or interest in any such intellectual property except as provided in this article.

**27.6** Any member making an invention, improvement, design or development must report it to the Vice-President (Academic) within thirty (30) calendar days.

**27.7** The Parties agree that the Employer has an interest in any Member's invention where the Employer provides funds, resources, and facilities to the member beyond those required for the payment of the member's salary or for the provision of a normal academic environment in which to work. Such an environment does not include the use of Employer funds, designated research facilities, or its support staff or technical personnel.

**27.8** Where an invention, improvement, design or development is made by a member, the Employer may enter into an agreement to be negotiated by the Vice-President (Academic) or her representative and the member, with the assistance of a representative of the Faculty Association, regarding each party's respective share of the proceeds.

**ARTICLE 28: VACATIONS AND HOLIDAYS** Error! Bookmark not defined.

- 28.1** Members shall be entitled to four weeks official vacation during each academic year of service (i.e., 1 July to 30 June). Full pay and benefits shall continue during vacation.
- 28.2** Vacation entitlements for periods of service of less than one year shall be on a pro-rated basis.
- 28.3** No member shall be required to work, teach or be on campus on the following holidays or any other holiday proclaimed by the federal, provincial or municipal governments:
- 25 December and 26 December;
  - New Year's Day;
  - Good Friday;
  - Easter Monday;
  - Victoria Day;
  - Canada Day;
  - Natal Day;
  - Labour Day;
  - Thanksgiving Day;
  - Remembrance Day.
- 28.4** Members shall be entitled to other religious holidays and observances by agreement with their Dean and Chair (or the University Librarian and Head Librarian).
- 28.5** On termination of employment at the University the member shall be deemed to have taken all vacation entitlement. A librarian, or a faculty member who has assumed administrative responsibilities, may request payment for a portion or all of vacation entitlement accumulated in her final year of employment provided that she can produce evidence to show that she has been unable to use all of her vacation during that year.

**ARTICLE 29: LEAVES**Error! Bookmark not defined.

**29.1** Sabbatical LeaveError! Bookmark not defined.

- 29.1.1** Sabbatical leaves are granted for purposes of research which is of benefit to the faculty member and to the University. It is understood that members will undertake to apply for external support for sabbatical leave wherever possible;
- 29.1.2** A full-time member of the bargaining unit with tenure or permanence who has six years of continuous service at the University (including up to two years of previous University service as specified in a Letter of Appointment) but excluding time used for leaves of absence and long-term disability, either since the time of initial appointment or the end of last sabbatical (except as provided in 29.1.5), is eligible for a one-year sabbatical leave at 80% of salary, or a six-month sabbatical leave at 100% of salary. Members approved for such sabbatical leave shall be eligible to receive a sabbatical research allowance of up to \$2,000 as specified in 29.1.3.1;

**29.1.3** A full-time member of the bargaining unit with tenure or permanence who has three continuous years of service at this University, either since the time of initial appointment or the end of the last sabbatical (except as provided in 29.1.5), is eligible for a six-month sabbatical leave at 80% of salary. Members approved for such sabbatical leave shall be eligible to receive a sabbatical research allowance of up to \$1,000 as specified in 29.1.3.1;

**29.1.3.1** The Employer shall provide members with a research allowance to be used for legitimate expenses associated with their sabbatical leaves up to the relevant maximum as specified in 29.1.2 or 29.1.3, provided that such expenses are not already covered by external funding, and that the sabbatical application is accompanied by an estimate of expenses. Examples of such expenses are:

**29.1.3.1.1** the cost of travel to the principal place or places of research during the sabbatical leave, or on field trips connected with the research;

**29.1.3.1.2** costs associated with change of residence (e.g. moving and storage);

**29.1.3.1.3** conference expenses, including the cost of travel, registration, and accommodation;

**29.1.3.1.4** the cost of equipment, books, and supplies.

**29.1.3.2** Payment of the sabbatical research allowance in accordance with Article 29.1.2 and 29.1.3 shall normally be made on the first pay period immediately following commencement of the member's sabbatical leave. A member taking one-year sabbatical may request payment of the allowance at a later date, up to and including the end date of her leave. Such requests shall be made in writing and submitted to the Vice-President (Academic) no later than one month preceding commencement of the leave. All members receiving a sabbatical research allowance shall be responsible for retaining appropriate receipts and submitting them as required by Revenue Canada for income tax purposes.

**29.1.4** In the event a member is cross-appointed both Chairs and, if applicable, both Deans shall be consulted as provided in 29.1.4 through 29.1.18;

**29.1.5** A one-year sabbatical leave shall normally be for the period 1 July through 30 June; a six-month sabbatical leave shall normally be for the period 1 July through 31 December or 1 January through 30 June. If a member who is eligible for a six-month sabbatical leave beginning 1 July either chooses or is requested to take that sabbatical beginning 1 January of the same academic year, she may automatically count the six months service for the period 1 July through 31 December towards her next sabbatical leave. Leaves for periods other than those listed above may be approved by the Vice-President (Academic) following

consultation with the Dean, the Chair, and the member. In the case of librarian members, leaves for periods shorter than those listed above may be approved by the Vice-President (Academic) following consultation with the University Librarian, the Head Librarian, and the member: in such cases the sabbatical research allowance specified in 29.1.2 and 29.1.3 shall be pro-rated;

- 29.1.6** It is recognized that in some cases where a member is eligible for a leave commencing 1 January her Department's ability to offer its programme may be adversely affected. In such cases the member may refer the matter to be resolved by the Joint Committee for the Administration of the Agreement;
- 29.1.7** By 1 June of the year preceding the first eligible date of a sabbatical leave, the Office of the Vice-President (Academic) shall automatically advise eligible members that they can apply for sabbatical and remind them of the application deadline of 1 October;
- 29.1.8** By 1 October of the year preceding the academic year during which she is eligible for a sabbatical leave, the member shall make written application for leave to her Dean (or, in the case of a librarian member, the University Librarian), with copies to her Chair (or Head Librarian). This application shall include:
- 29.1.8.1** A statement of eligibility and the period of sabbatical leave applied for;
  - 29.1.8.2** A detailed and fully documented statement of the proposed sabbatical research programme and its intended results;
  - 29.1.8.3** Evidence of any external funding applied for or secured in support of the research programme.
- 29.1.9** The application shall be forwarded to the Dean (or University Librarian) through the Department Chair (or Head Librarian) who shall, after consultation with Department members or librarians, advise the Dean (or University Librarian) on the scheduling of the leave. The Dean (or University Librarian) shall consult with the Chair (or Head Librarian) regarding the application for sabbatical leave and the department's ability to meet its academic requirements in the event the application is successful. The Dean (or University Librarian) shall provide by 15 October the Vice-President (Academic) with a recommendation summarizing 29.1.8.1 to 29.1.8.3 regarding the application for sabbatical leave, with a copy to the Chair (or Head Librarian) and the candidate. When the Chair or Head Librarian is a candidate for sabbatical leave, the Dean (or University Librarian) shall consult with an individual designated by the Department or Library at the request of the Chair or Head Librarian for such purpose;
- 29.1.10** The Vice-President (Academic) shall provide the President with a recommendation regarding the application for sabbatical leave by 1 November;

- 29.1.11** The President shall advise the member in writing of her decision by 15 November, with a copy to the President of the Faculty Association and the Vice-President (Academic);
- 29.1.12** If an application for sabbatical leave is denied, the member shall be advised in writing of the reasons for that denial. The member may reapply for consideration the subsequent year;
- 29.1.13** A member may automatically defer an application for sabbatical leave specified in Article 29.1.3. The years of deferral shall be credited towards eligibility for subsequent sabbatical leave, up until she is eligible to apply for a sabbatical leave specified in Article 29.1.2. Either the member or the Employer may request that a sabbatical leave approved under Article 29.1.11 be deferred for up to two years. Such a deferral shall be arranged between a member and her Dean (or the University Librarian in the case of Librarian members) and except in the case of sabbaticals delayed by six months in accordance with 29.1.5 shall be subject to the following conditions:
- 29.1.13.1** No deferral shall be for a period in excess of two years;
- 29.1.13.2** Where a member wishes to defer applying for sabbatical leave specified in Article 29.1.2 she shall so inform her Chair (or Head Librarian), the Dean (or University Librarian) and the Vice-President (Academic) at the time she would have been eligible to apply, stating the requested length of the deferral and the reasons for the request;
- 29.1.13.3** Any request for deferral of a sabbatical leave intended to commence 1 July by a member or the Employer shall be made no later than the last day of February preceding the leave; any request for deferral of a sabbatical leave intended to commence 1 January by a member or the Employer shall be made no later than the last day of July preceding the leave;
- 29.1.13.4** If the member or employer requests deferral of a sabbatical that has been granted, no subsequent application need be made if the research programme remains the same;
- 29.1.13.5** If a sabbatical is deferred, either at the request of the Employer or the member, the years of deferral shall be credited towards eligibility for subsequent sabbatical leave;
- 29.1.13.6** When a sabbatical is deferred at the request of the Employer, the member shall receive an additional 5% of salary for each year of deferral;
- 29.1.13.7** The arrangements for deferral shall be confirmed in writing by the President, by 31 March for a sabbatical intended to commence the following 1 July or by 31 August for a sabbatical intended to commence the following 1 January with copies to the member, the

Vice-President (Academic), the member's Dean or the University Librarian, and the Chair or Head Librarian.

- 29.1.14** A member on sabbatical leave is eligible for internal research and travel funding;
- 29.1.15** Members on sabbatical leave shall continue to accrue seniority and shall remain eligible to participate in the usual benefits and insurance plans when arrangements are made in accord with existing University policy;
- 29.1.16** A member on sabbatical leave is not required to leave the University during the period of leave, and shall be entitled to use University facilities, including available office space as determined by the Deans;
- 29.1.17** A member on sabbatical leave may, at her own discretion, participate in departmental business. The member is responsible for arranging to receive pertinent notices, agenda, and other information relating to such matters;
- 29.1.18** A member on sabbatical leave does not retain any elected or appointed position on University bodies or committees;
- 29.1.19** A member on sabbatical leave shall not teach at the University;
- 29.1.20** While on sabbatical, a member shall not earn more than 100% of her salary. Where a member's salary for the period of sabbatical leave exceeds this limit, the Employer shall reduce its portion of the member's sabbatical salary by an amount equal to the excess. For purposes of this clause, salary shall not be considered to include research grants or supports provided by external agencies, research grants in lieu of salary as administered by the University, reimbursement for relocation costs, or other bona fide research expenses recognized by the Employer;
- 29.1.21** Within three months of the completion of a sabbatical leave, the member shall submit a report on her activities to the President of the University, with copies to her Dean or University Librarian, and the Vice-President (Academic) for inclusion in her academic file;
- 29.1.22** The Vice-President (Academic) shall provide the President of the Association with the names of members granted sabbatical leaves and the terms of those leaves.

**29.2** Maternity Leave**Error! Bookmark not defined.**

- 29.2.1** A member shall have the right to continue her regular duties during pregnancy;
- 29.2.2** A member who is pregnant shall be entitled to a maximum of seventeen (17) continuous weeks of maternity leave during which the Employer shall provide a benefit in accordance with the following:
  - 29.2.2.1** The member is responsible for applying for the Employment Insurance (EI) benefit;



**29.2.2.2** The benefit payable by the Employer shall be an amount which combined with the EI shall be equal to 95% of the member's salary at the commencement of the leave;

**29.2.2.3** If the member is not entitled to the EI benefit, or if the EI benefit is no longer provided, the Employer shall pay the member 95% of salary for the period of her maternity leave.

**29.2.3** Any member on maternity leave shall retain seniority and privileges, and shall be entitled to full benefits, including group insurance and pension, upon confirming their continuity according to existing University policy;

**29.2.4** A member intending to take maternity leave shall inform her Chair (or the Head Librarian), Dean (or University Librarian) and the Vice-President (Academic), as soon as possible but no less than thirty (30) working days in advance of the commencement of such leave. The member shall provide a certificate from a legally qualified medical practitioner specifying the date upon which delivery is anticipated. The member shall make reasonable effort to accommodate her department's requirements to engage competent substitute(s) for the period of maternity leave. Where a member agrees to assume an overload in the events of such an absence, such overload shall be subject to the provisions of 23.12;

**29.2.5** Should a pregnancy result in medical complications before or after the commencement of maternity leave, the sick leave provisions of this Article shall apply;

**29.2.6** Where a member returns from maternity leave during the fall or winter term, her individual teaching assignments shall be agreed upon by the member and her department Chair with the approval of the Dean.

**29.2.7** A member who has taken maternity leave of more than thirteen (13) weeks may elect to defer contractual decisions on reappointment or tenure/permanence by one year. Where a member elects to defer such a decision, she shall provide the Vice-President (Academic) with written notice of her intention to do so within thirty (30) working days of receiving notice from the Vice-President (Academic) that she is eligible for such consideration as stated in Article 20.52.1 and 20.53.1 or Article 21.47.1 and 21.48.1;

**29.2.8** As soon as such information is available, the Employer shall provide the President of the Association with the names of members granted maternity leave and where appropriate, copies of notice to defer reappointment or tenure/permanence pursuant to 29.2.7;

**29.2a** Parental Leave**Error! Bookmark not defined.**

**29.2a.1** A member who is a primary care giver, whether for birth or adoption, shall be entitled to a maximum of thirty-five (35) weeks parental leave. Eligible members are as follows:

- 29.2a.1.1** Women completing maternity leave. The member may request that maternity leave and parental leave be consecutive;
  - 29.2a.1.2** Spouses of birth mothers and natural fathers of an infant less than 12 months of age;
  - 29.2a.1.3** Adoptive parents of a child up to five years of age. At the time of application for the leave, the member shall provide documentation certifying that a child is being adopted to her care and noting the placement date for the adoptee.
- 29.2a.2** The Employer shall provide a benefit to a maximum of twenty (20) weeks including maternity leave in accordance with the following:
  - 29.2a.2.1** The member is responsible for applying for the Employment Insurance (EI) benefit;
  - 29.2a.2.2** The benefit payable by the Employer shall be an amount which combined with the EI benefit shall be equal to 95% of the member's salary at the commencement of the leave;
  - 29.2a.2.3** If the member is not entitled to the EI benefit, or if the EI benefit is no longer provided, the Employer shall pay the member 95% of salary for the period of the Employer benefit;
  - 29.2a.2.4** Any portion of parental leave that is not eligible for a salary top-up by the Employer shall be taken as leave without pay and all provisions of that leave will be in accordance with Article 29.8.
- 29.2a.3** Any member on parental leave shall retain seniority and privileges, and shall be entitled to full benefits, including group insurance and pension, upon confirming their continuity according to existing University policy;
- 29.2a.4** In cases of birth, a member intending to take parental leave shall inform her Chair (or the Head Librarian), Dean (or University Librarian) and the Vice-President (Academic), as soon as possible but no less than thirty (30) working days in advance of the commencement of such leave. In cases of adoption, the member shall provide as much advance notice as possible. The member shall make reasonable effort to accommodate her department's requirements to engage competent substitute(s) for the period of parental leave. Where a member agrees to assume an overload in the events of such an absence, such overload shall be subject to the provisions of 23.12;
- 29.2a.5** Should a pregnancy result in medical complications before or after the commencement of parental leave, the sick leave provisions of this Article shall apply;
- 29.2a.6** Where a member returns from parental leave during the fall or winter term, her individual teaching assignments shall be agreed upon by the member and her department Chair with the approval of the Dean.

- 29.2a.7** A member who is a secondary care giver, whether for birth or adoption, shall be entitled to parental leave of ten (10) working days with full pay, benefits and privileges. This leave shall be arranged in consultation with the member's Chair (or the Head Librarian), and confirmed by her Dean (or the University Librarian) and the Vice-President (Academic). Notice of the intention to take such leave shall be given as soon as possible, but no less than thirty (30) working days in advance of the commencement of such leave. When a member agrees to assume an overload in the event of such an absence, such overload shall be subject to the provisions of 23.12;
- 29.2a.8** A member who has taken parental leave of more than thirteen (13) weeks may elect to defer contractual decisions on reappointment or tenure/permanence by one year. Where a member elects to defer such a decision, she shall provide the Vice-President (Academic) with written notice of her intention to do so within thirty (30) working days of receiving notice from the Vice-President (Academic) that she is eligible for such consideration as stated in Article 20.52.1 and 20.53.1 or Article 21.47.1 and 21.48.1;
- 29.2a.9** As soon as such information is available, the Employer shall provide the President of the Association with the names of members granted parental leave and where appropriate, copies of notice to defer reappointment or tenure/permanence pursuant to 29.2a.8;

**29.3** Political Leave**Error! Bookmark not defined.**

- 29.3.1** A member may become a candidate for elected office at the federal, provincial or municipal level;
- 29.3.2** A member planning to stand for election shall give her Dean (or the University Librarian) reasonable written notice of this plan, and of her intention to request political leave once she has become a bona fide candidate. The member shall make reasonable effort to accommodate her department's requirement to engage competent substitute(s). Where a member agrees to assume an overload in the event of such an absence, such overload shall be subject to the provisions of 23.12;
- 29.3.3** A member who becomes a bona fide candidate for election to political office and who has fulfilled the obligations of 29.3.2 above shall, upon application to the Vice-President (Academic), be entitled to political leave without pay of the following duration:
- 29.3.3.1** Two months for a federal campaign;
  - 29.3.3.2** Two months for a provincial campaign;
  - 29.3.3.3** One month for a mayoralty or warden's campaign;
  - 29.3.3.4** Two weeks for a campaign for other municipal offices.

- 29.3.4** A member on political leave for purposes of a campaign shall retain her status in the University and may arrange for the continuation of benefits in accordance with Article 29.8.3;
- 29.3.5** If elected to office, a member shall be entitled to additional political leave on the following basis:
- 29.3.5.1** A member of federal parliament may request up to five (5) years leave without pay;
  - 29.3.5.2** A member of provincial legislature may request up to five (5) years leave without pay;
  - 29.3.5.3** A member elected to municipal office may negotiate a partial-time (three-quarter or half-load) appointment, or request leave without pay for the number of years she is elected to serve.
- 29.3.6** Termination of political leave must coincide with the beginning of any academic term. The member shall provide her Dean (or the University Librarian) with written notice of her intention to return no less than ninety (90) calendar days prior to the date of termination;
- 29.3.7** The provisions of 29.3 shall not preclude alternative arrangements, given that such arrangements are acceptable to the member, the Association, the Chair, the Dean (or the University Librarian), and the Vice-President (Academic), who shall confirm them in writing;
- 29.3.8** As soon as such information is available, the Employer shall provide the President of the Association with the names of members granted political leave and the terms of such leaves.

**29.4** Court Leave**Error! Bookmark not defined.**

- 29.4.1** Any active member of the bargaining unit who is called for jury duty or who is compelled by subpoena to attend as a witness by any body in Canada is entitled to paid court leave;
- 29.4.2** A member required to take court leave shall notify her Chair (or the Head Librarian), her Dean (or the University Librarian) and the Vice-President (Academic) at the earliest possible moment so as to avoid undue interruption of teaching duties;
- 29.4.3** A member required to take court leave shall consult with her Chair (or the Head Librarian) on how best her teaching (or Library) responsibilities may be met. Overloads agreed to by her colleagues to compensate for court leave shall be subject to the provisions of 23.12;
- 29.4.4** A member on court leave shall accumulate seniority and shall retain all benefits;

- 29.4.5** A member on court leave shall reimburse the Employer any per diem allowances or fees received in regard of her legal duty;
- 29.4.6** A member on court leave of more than thirteen (13) weeks duration may elect to defer contractual decisions on reappointment or tenure/permanence by one year. Where such deferral is sought, the member shall provide written notice to the Vice-President (Academic) within thirty (30) working days of receiving notice from the Vice-President (Academic) that she is eligible for such consideration as stated in Article 20.52.1 and 20.53.1 or Article 21.47.1 and 21.48.1;
- 29.4.7** As soon as such information is available, the Employer shall provide the President of the Association with the names of members on court leave, the terms of such leave and, where appropriate, copies of notice to defer reappointment or tenure/permanence pursuant to 29.4.6;

**29.5** Sick Leave**Error! Bookmark not defined.**

- 29.5.1** The Employer shall grant sick leave to any active member of the bargaining unit who is absent from her duties for medical reasons. The member shall be entitled to full pay and benefits for up to 119 days until such time as Long Term Disability benefits come into effect or until deemed disqualified from receiving Long Term Disability by insurer;
- 29.5.2** A member shall inform her Chair (or the Head Librarian) and Dean (or the University Librarian) of the necessity to take sick leave as early as such notice is possible. After seven (7) working days of absence for unanticipated medical reasons, the member shall ensure that a medical certificate from a licenced physician is forwarded to the Vice-President (Academic) for inclusion in her administrative file;
- 29.5.3** Where a member agrees to assume an overload in the event of sick leave, such overload shall be subject to the provisions of 23.12;
- 29.5.4** A member who has been absent from her duties for two (2) consecutive years, and who is receiving long-term disability benefits, shall be deemed to have ceased her employment with the University and her membership in the bargaining unit;
- 29.5.5** A member on sick leave of more than thirteen (13) weeks duration may elect to defer contractual decisions on reappointment or tenure/permanence by one year. Where such deferral is sought, the member shall provide written notice to the Vice-President (Academic) within thirty (30) working days of receiving notice from the Vice-President (Academic) that she is eligible for such consideration, as stated in Article 20.52.1 and 20.53.1 and Article 21.47.1 and 21.48.1;
- 29.5.6** As soon as such information is available, the Employer shall provide the President of the Association with the names of members granted sick leave, the terms of such leaves and, where appropriate, copies of notice to defer reappointment or tenure/permanence consideration, pursuant to Article 29.5.5.

**29.6**      Compassionate Leave**Error! Bookmark not defined.**

- 29.6.1**      A member shall be entitled to two weeks compassionate leave in the event of the death of a member of her immediate family. The member shall receive full pay and benefits during the period of this leave. Where a member agrees to assume an overload in the event of such an absence, such overload shall be subject to the provisions of 23.12;
- 29.6.2**      The member shall inform her Chair (or Head Librarian), Dean (or the University Librarian), and the Vice-President (Academic), of the need to take compassionate leave as soon as possible;
- 29.6.3**      As soon as such information is available, the Employer shall provide the Association with the names of members on compassionate leave and the terms of such leaves.

**29.7**      Training, Retraining, and Educational Leave

- 29.7.1**      When the Employer requests a member to take leave for the purposes of retraining in a new field, or of upgrading her skills in an existing field and the member consents, she shall continue to receive full salary for the period agreed upon, as well as reimbursement for all tuition and transportation costs required, as agreed in advance between the member and the Vice-President (Academic). This agreement shall be confirmed in writing;
- 29.7.2**      A member on training, retraining or educational leave may receive research grants, stipends, fellowships or other forms of external support. In such cases, the amount of University support may be reduced. In all cases, a member on such leave shall receive 100% of her normal salary and the additional costs agreed upon;
- 29.7.3**      A member who is granted leave under this article undertakes to return to the University for a period confirmed in writing prior to the commencement of the retraining leave. If the member fails to return, she must reimburse the University for the full costs, including tuition, expenses, transportation and any replacement costs, as agreed in writing prior to the commencement of the retraining leave;
- 29.7.4**      A member may request leave for the purpose of retraining in a new field, of upgrading her skills in an existing field, or of obtaining an academic credential deemed to be relevant to her discipline. The length and conditions of this leave shall be negotiated by the member and the Vice-President (Academic), with advice from her Chair (or Head Librarian) and Dean (or the University Librarian). The Association shall be notified of such negotiations and of the final arrangements concluded;
- 29.7.5**      A member on such leave may elect to defer contractual decisions on reappointment or tenure/permanence by one year. Where a member elects to defer such a decision, she shall provide the Vice-President (Academic) with written notice of her intention to do so within thirty (30) working days of receiving notice from the Vice-President (Academic) that she is eligible for such

consideration as stated in Article 20.52.1 and 20.53.1 or Article 21.47.1 and 21.48.1;

**29.7.6** As soon as such information is available, the Employer shall provide the Association with the names of members granted training, retraining or educational leave and the terms of such leaves.

**29.8** Leave of Absence Without Pay**Error! Bookmark not defined.**

**29.8.1** A member may apply for and the University may grant leave of absence without pay;

**29.8.2** A leave of absence without pay shall not exceed three (3) years;

**29.8.3** Members on leave without pay may continue to participate in University benefits according to established University procedures but shall be responsible for their portion and the University's portion of the premium;

**29.8.4** Applications for leave of absence without pay, including the reasons for the request and the duration of the leave applied for, shall be made in writing to the Dean (or the University Librarian) no later than 1 November of the academic year preceding that in which the leave is requested to begin. The Dean (or the University Librarian) shall consult with the Chair (or Head Librarian) regarding the application;

**29.8.5** The Dean (or the University Librarian) shall forward the application, along with her written recommendation, to the Vice-President (Academic) within fifteen (15) working days of receipt. Copies of this recommendation shall be sent to the candidate;

**29.8.6** The Vice-President (Academic) shall advise the candidate, the Chair (or Head Librarian) and the Dean (or the University Librarian) of her written decision regarding the application for leave within fifteen (15) working days of receipt of the application and the recommendations;

**29.8.7** If the request for leave of absence without pay is denied, the applicant shall be given written reasons for the denial;

**29.8.8** If the leave of absence without pay has been requested for purposes that are deemed to be in the interest of the University and the academic development of the member, as stated in the application and confirmed in the recommendations of the Chair (or Head Librarian) and Dean (or the University Librarian), a member shall receive such additions to her salary as shall have been implemented in her absence and as are appropriate pursuant to Article 38, and to have past activities pertinent to tenure/permanence, promotion and contract renewal entered in her academic file for consideration under Article 20 or Article 21, upon her return to the University;

**29.8.9** A member on leave of absence without pay must confirm her intention to return to the University in writing to her Chair (or Head Librarian), Dean (or the

University Librarian) and the Vice-President (Academic) no later than ninety (90) working days prior to the end of her leave;

**29.8.10** A member on leave of absence without pay may elect to defer contractual decisions on reappointment or tenure/permanence by one year. Where a member elects to defer such a decision, she shall provide the Vice-President (Academic) with written notice of her intention to do so within thirty (30) working days of receiving notice from the Vice-President (Academic) that she is eligible for such consideration as stated in Article 20.52.1 and 20.53.1 or Article 21.47.1 and 21.48.1;

**29.8.11** As soon as such information is available, the Employer shall provide the President of the Association with the names of members on leave of absence without pay and the terms of such leaves.

**ARTICLE 30: OUTSIDE PROFESSIONAL ACTIVITIES**Error! Bookmark not defined.

**30.1** A member may engage in paid or unpaid outside professional activities under the following conditions:

**30.1.1** Such duties should not conflict or interfere with the performance of the member's assigned duties and responsibilities, as described in this Agreement;

**30.1.2** A member shall not devote more than one (1) work day or the equivalent per week to such activities in any academic year.

**30.2** In the case of unpaid outside professional activities:

**30.2.1** The member shall report by 1 July to her Dean (or the University Librarian), with a copy to her Chair (or Head Librarian), on the nature and scope of the activities;

**30.2.2** Where such duties shall require more than one (1) work day or the equivalent per week of the time the member is employed by the University as per this Agreement and as per her teaching (or library work) schedule, the member, her Chair (or Head Librarian), and Dean (or University Librarian) shall agree, in writing, to a mutually acceptable schedule. A copy of this agreement shall be entered in the member's academic file;

**30.2.3** The Employer shall not underwrite any extraordinary costs of outside professional activities unless the Dean (or the University Librarian) has provided a written commitment prior to commencement of the activity.

**30.3**Error! Bookmark not defined. In the case of paid outside professional activities:

**30.3.1** The member shall report by 1 July to the Dean (or the University Librarian), with a copy to her Chair (or Head Librarian), on the nature and scope of the activities;

**30.3.2** Where such duties shall require more than one (1) working day or the equivalent per week of the time the member is employed by the University as per this



Agreement and as per her teaching (or library work) schedule, the member, her Chair (or Head Librarian) and Dean (or the University Librarian) shall agree, in writing, to a mutually acceptable schedule. A copy of this Agreement shall be entered in the member's academic file;

**30.3.3** If University facilities are used in connection with such activities, this use shall be undertaken with written consent, and the member shall pay the cost for any such use at prevailing rates. The member remains responsible for all matters concerning the scientific, technological and financial control of the project, and the name of the University shall not be used without prior consent;

**30.3.4** According to the protocol that exists among Universities in the Halifax Metropolitan Region, arrangements for teaching at other universities will be confirmed by the Vice-Presidents (Academic) of the appropriate institutions.

**ARTICLE 31: DEPARTMENT CHAIRS AND HEAD LIBRARIAN**Error! Bookmark not defined.

**31A** Department ChairsError! Bookmark not defined.

**31A.1**Error! Bookmark not defined. In consultation with her Department, the Chair, a full voting member of the Department, shall:

**31A.1.1** Call and chair Department meetings at least four times per regular academic year to establish internal policy, and prepare recommendations for appropriate University bodies;

**31A.1.2** Circulate an agenda and supporting materials to Department members no later than five (5) working days before each Department meeting;

**31A.1.3** Oversee the orderly administration of the Department, including the maintenance of Departmental records and evaluation of Part Time Faculty in accordance with procedures specified in the Collective Agreement between the Employer and CUPE 3912;

**31A.1.4** Prepare and monitor the Departmental budget;

**31A.1.5** Oversee the allocation and use of Departmental space and equipment;

**31A.1.6** In consultation with individual Department members and the Dean, allocate the teaching duties and other responsibilities of Department members;

**31A.1.7** Facilitate and supervise the development and planning of academic policy and programs;

**31A.1.8** Prepare an annual report for submission to the appropriate Dean by 1 July of each academic year;

- 31A.1.9** Where appropriate, establish and maintain relations with external professional organizations;
  - 31A.1.10** Inform Department members of communications from Administration;
  - 31A.1.11** Encourage teaching, research, and collegial service;
  - 31A.1.12** Organize faculty advising of students enrolled in Departmental programs;
  - 31A.1.13** Make recommendations to the Dean on filling part time positions in the Department;
  - 31A.1.14** Expedite Departmental recommendations of appointment, reappointment, promotion and tenure in accordance with the provisions of articles 18 and 20;
  - 31A.1.15** Advise the Dean of the Department member who shall serve as acting Chair when the Chair is to be absent for more than five (5) working days.
- 31A.2**Error! Bookmark not defined. All full-time members of the Department are eligible to be Chair, providing they are tenured. In extraordinary circumstances an untenured member may be appointed as Chair.
- 31A.3** All Department members who are members of the bargaining unit are eligible to participate in selecting a Chair.
- 31A.4**Error! Bookmark not defined. A Chair shall be appointed to a three (3) year term, and shall be eligible for a second consecutive term of up to three (3) years. In exceptional circumstances, the Department may recommend a third term for the incumbent.
- 31A.5**Error! Bookmark not defined. By 15 September of the final year in a Chair's term, or within a reasonable time following a Chair's resignation, the appropriate Dean shall give written notice to the Department that a vacancy exists.
- 31A.6**Error! Bookmark not defined. Selection of a Chair shall be in accordance with the following principles:
- 31A.6.1** The incumbent Chair shall call a Department meeting to consider the vacancy. This meeting shall be chaired by a member who is not a candidate for the Chair's position;
  - 31A.6.2** When a Chair is selected internally, a secret ballot shall be held and the Chair chosen by simple majority;
  - 31A.6.3** By 15 February, the Chair shall forward the name of the Chair-designate to the appropriate Dean; the Dean shall forward the name of the Chair-designate to the Vice-President (Academic) by 28 February;
  - 31A.6.4** Where a vacancy for a full-time probationary or tenured position in the Department exists, the Department may advise the appropriate Dean that an external search for a Chair is warranted. This position shall be advertised in

accordance with the procedures in Article 18a.10.1 and 18a.10.2. The search for an external Chair does not preclude final selection of an internal candidate.

**31A.7** The appointment of the Chair shall be confirmed in writing by the Vice-President (Academic) and the decision transmitted to the candidate and the Chair of the selection committee by 15 March. Where the Vice-President (Academic) decides not to confirm a recommended appointment, she shall so inform the department in writing by 15 March, giving reasons for her decision.

**31A.8** When a Chair suddenly resigns, is recalled, and/or where a Department is unable to recommend a new Chair to the appropriate Dean, the Dean, after consultation with the Department, shall appoint an acting Chair for a period that shall normally not exceed six (6) months.

**31A.9** Error! Bookmark not defined. The recall of a Chair shall occur according to the following procedures:

**31A.9.1** In order to initiate the recall of a Chair, a majority of Department members who are members of the bargaining unit must petition the appropriate Dean in writing, providing reasons for seeking recall. A copy of this petition shall be forwarded to the Chair.

**31A.9.2** Following receipt of a recall petition, the Dean shall consult with all available Department members and, within fifteen (15) working days, render a decision on recall.

**31A.9.3** The Dean shall provide the Department with written notice of her decision on the recall of a Chair, including supporting reasons.

**31B** Head Librarian Error! Bookmark not defined.

**31B.1** This article applies when the University Librarian is the Dean of Arts and Science.

**31B.2** Error! Bookmark not defined. In consultation with the Librarians, the Head Librarian, a full voting member of the Library, shall:

**31B.2.1** Call and chair Librarian meetings at least four times per regular academic year to establish internal policy, and prepare recommendations for appropriate University bodies and Library consortia;

**31B.2.2** Call and chair meetings of Librarians and Library support staff at least once a year to discuss internal policy;

**31B.2.3** Circulate an agenda and supporting materials no later than five (5) working days before each Librarians meeting or Librarian and Library support staff meeting;

**31B.2.4** As delegated by the Dean of Arts and Science, oversee the orderly administration of the Library, including the maintenance of Library records;

- 31B.2.5** Prepare and monitor the Library budget;
  - 31B.2.6** Oversee the use of space and equipment allocated to the Library;
  - 31B.2.7** In consultation with individual Librarians and the Dean of Arts and Science, allocate the duties and responsibilities of Librarians;
  - 31B.2.8** In consultation with the Dean of Arts and Science and the Senate Library Committee, facilitate and supervise the development and implementation of Library policy and programs;
  - 31B.2.9** Establish and maintain relations with appropriate external professional organizations;
  - 31B.2.10** Allocate the duties and responsibilities of Library support staff and Student Assistants;
  - 31B.2.11** Prepare the annual reports of Library units for submission to the Dean of Arts and Science by 1 July of each academic year;
  - 31B.2.12** Inform Librarians and Library support staff of communications from Administration;
  - 31B.2.13** Encourage performance of library duties, collegial service, and contributions to the profession of librarianship;
  - 31B.2.14** Make recommendations to the Dean of Arts and Science on filling part-time librarian positions;
  - 31B.2.15** Expedite recommendations of appointment, reappointment, promotion, and permanence of Librarians in accordance with the provisions of Articles 19 and 21;
  - 31B.2.16** Advise the Dean of Arts and Science of the Librarian who shall serve as acting Head Librarian when the Head Librarian is absent for more than five (5) working days;
  - 31B.2.17** In consultation with the appropriate Librarian(s), participate in the selection, appointment, evaluation, and professional development of Library support staff.
- 31B.3**Error! Bookmark not defined. All full-time Librarian members are eligible to be Head Librarian, providing they have permanent appointments. In extraordinary circumstances a member without permanence may be appointed as Head Librarian.
- 31B.4**Error! Bookmark not defined. All Librarians who are members of the bargaining unit are eligible to participate in selecting a Head Librarian.
- 31B.5**Error! Bookmark not defined. A Head Librarian shall be appointed to a term of up to three (3) years, and shall be eligible for a second consecutive term of up to three (3) years.

**31B.6**Error! Bookmark not defined. By 15 September of the final year in the Head Librarian's term, or within thirty (30) calendar days following a Head Librarian's resignation, the Dean of Arts and Science shall give written notice to the Librarians that a vacancy exists.

**31B.7**Error! Bookmark not defined. Selection of a Head Librarian shall be in accordance with the following principles:

**31B.7.1** The incumbent Head Librarian shall call a Librarians meeting to consider the vacancy. The meeting shall be chaired by the Librarian member who is not a candidate for the Head Librarian's position;

**31B.7.2** When a Head Librarian is selected internally, a secret ballot shall be held and the Head Librarian chosen by simple majority;

**31B.7.3** By 15 February, the Head Librarian shall forward the name of the Head Librarian-designate to the Dean of Arts and Science; the Dean shall forward the name of the Head Librarian-designate to the Vice-President (Academic) by 28 February.

**31B.8**Error! Bookmark not defined. The appointment of the Head Librarian shall be confirmed in writing by the Vice-President (Academic) and the decision transmitted to the candidate and the Chair of the selection committee by 15 March. Where the Vice-President (Academic) decides not to confirm a recommendation, she shall so inform the Librarians in writing by 15 March, giving reasons for her decision.

**31B.9**Error! Bookmark not defined. When a Head Librarian suddenly resigns, is recalled, and/or where the Librarians are unable to recommend a new Head Librarian to the Dean of Arts and Science, the Vice-President (Academic), after consultation with the Librarians, shall appoint an acting Head Librarian for a period that shall normally not exceed six (6) months.

**31B.10**Error! Bookmark not defined. The recall of a Head Librarian shall occur according to the following procedures:

**31B.10.1** In order to initiate the recall of a Head Librarian, a majority of Librarians who are members of the bargaining unit must petition the Dean of Arts and Science in writing, providing reasons for seeking recall. A copy of this petition shall be forwarded to the Head Librarian;

**31B.10.2** Following receipt of the recall petition, the Dean of Arts and Science shall consult with all available Librarians and, within fifteen (15) working days, render a decision on recall;

**31B.10.3** The Dean of Arts and Science shall provide the Librarians with written notice of her decision on the recall of the Head Librarian including supporting reasons.

**ARTICLE 32: STIPENDS FOR CHAIRS AND HEAD LIBRARIAN**Error! Bookmark not defined.

**32.1** Error! Bookmark not defined. The payment of stipends to Chairs of Departments is based on the number of full-time-equivalent (FTE) faculty members in each department, determined as follows:

- 32.1.1** The Chair of the Department is included in these calculations;
- 32.1.2** All members of the bargaining unit, including those on sabbatical, are counted;
- 32.1.3** Cross appointed faculty shall be counted as one FTE member of faculty (see Article 18b);
- 32.1.4** Based on the number of part-time faculty from the previous year, three part-time members of faculty shall be counted as one FTE member of faculty;
- 32.1.5** In the department of Women's Studies, the Nancy's Chair shall be counted as one FTE member of faculty.
- 32.1.6** In the department of Women's Studies, where a non-department member is serving as Co-ordinator of the Joint Master's programme in Women's Studies, she shall be counted as one-third FTE member of faculty;

**32.2** The Chair and her Dean shall confirm the number of FTE faculty members in the department for each academic year, and shall advise the Vice-President (Academic) of that number by the preceding 1 June.

**32.3** Error! Bookmark not defined. The schedule of chairs' stipends and course relief during the term of this agreement shall be as follows:

<b>32.3.1</b>	<u>Department Size</u>	<u>Stipend</u>	<u>Units of Relief</u>
	1.00 - 4.3 FTE	\$ 1,200	0.5
	4.6 - 9.3 FTE	\$ 1,500	1.0
	9.6 - 14.3 FTE	\$ 1,800	1.5
	14.6 - 19.3 FTE	\$ 2,100	2.0
	19.6 - 24.3 FTE	\$ 2,400	2.5
	24.6 + FTE	\$ 2,700	2.5

**32.3.2** Where the entitlement to course relief exceeds two (2) units the additional half unit shall be assigned in accordance with Article 32.3.4;

**32.3.3** Department Chairs shall take no more than two (2) units of course relief under the terms of this Article;

**32.3.4** Distribution of units of course relief under this Article shall be determined by the Chair in consultation with the Department and with the agreement of the appropriate Dean. Such distribution shall relate to specific tasks described in the Chair's recommendations to the Dean.

**32.3.5** Chairs evaluating part-time faculty in accordance with Article 31A.1.3 shall receive an additional fee of \$15 per part-time faculty member evaluated.

**32.4** Chairs given responsibility for a newly created department shall receive a stipend and course relief appropriate to the next highest category, as provided in 32.3, for a period of four (4) years.

**32.5** The stipend of the Head Librarian during the term of this agreement shall be \$1,500 per year.

**32.6** The stipend shall be paid in two instalments, once with the first pay cheque of July, and once with the first pay cheque of January.

**ARTICLE 33: RESIGNATION**Error! Bookmark not defined.

**33.1**Error! Bookmark not defined. A faculty member normally may terminate her employment by resignation on 31 December or 30 June of the academic year by giving written notice to the President, with copies to her Dean and the Vice-President (Academic) at least ninety (90) working days prior to the date of resignation. The President may accept shorter notice of resignation.

**33.2**Error! Bookmark not defined. Any librarian member may terminate her employment by resignation effective on ninety (90) working days prior written notice to the President, with copies to the University Librarian and the Vice-President (Academic). The President may accept shorter notice of resignation.

**ARTICLE 34: DISCIPLINE**Error! Bookmark not defined.

**34.1** No employee shall be disciplined except for just cause.

**34.2** The nature of any disciplinary action, together with the reasons therefore, shall be communicated to the member in writing, with a copy to the President of the Association, forthwith upon the disciplinary action being taken by the Employer.

**34.3**Error! Bookmark not defined. In all cases where disciplinary action against a member is being considered, the following procedures shall apply:

**34.3.1** Where allegations of misconduct against a member are made to the Employer by another member of the bargaining unit or by a student or, where the Employer is the source of the allegations against a member, the Dean (or University

Librarian) may take up to five (5) days to first gather information through informal communication with the complainant, if applicable, and the member involved.

- 34.3.2** Where the Dean (or University Librarian) elects not to proceed, her notice to the member shall constitute the final report on the matter, and no information concerning the matter shall be placed in the member's personnel files;
- 34.3.3** Where the Dean (or University Librarian) considers that the allegations merit formal investigation, these allegations, including any supporting evidence, must be submitted in writing to the Dean (or University Librarian) and copied to the member within five (5) working days. Within five (5) working days of the receipt of this written information, the Dean (or University Librarian) shall decide whether she intends to initiate disciplinary proceedings and shall inform the member, in writing, accordingly. Where the Dean (or University Librarian) elects not to proceed, her notice to the member shall constitute the final report on the matter. Where grounds for discipline are deemed to exist, the Dean (or University Librarian) shall forward copies of this notice, and the written allegations, to the Vice-President (Academic) and the President of the Association;
- 34.3.4** Within seven (7) working days of receiving the Dean's (or University Librarian's) notice that disciplinary action should be commenced, the Vice-President (Academic) shall inform the member and the President of the Association in writing of her decision. Where the Vice-President (Academic) elects not to impose discipline, her notice to the member shall constitute the final report on the matter. Where she elects to discipline the member, her notice shall include reasons for the decision and the nature of the discipline. Unless the decision to discipline is grieved, this notice shall constitute the final report on the matter.
- 34.4** A member may grieve disciplinary action in accordance with the provisions of Article 36 of this Agreement.

**ARTICLE 35:           DISMISSAL**Error! Bookmark not defined.

- 35.1** In this article, "dismissal" means the termination of employment. Failure to renew a probationary or term appointment, failure to grant tenure/permanence at the end of a probationary period, or layoff, does not constitute dismissal.
- 35.2** A member may be dismissed only for just cause.
- 35.3** When information is transmitted to the Vice-President (Academic) that may lead to a member's dismissal, the Vice-President (Academic) shall act upon that information in a timely fashion. In all cases where dismissal is being considered, a member shall be advised in writing by the Vice-President (Academic) of the reasons for consideration of dismissal.
- 35.4** In all cases where dismissal is being considered, the following procedures shall apply:



- 35.4.1** The Vice-President (Academic) initiates consideration of dismissal proceedings against a member. When such proceedings are initiated, the Vice-President (Academic) shall so notify the member and the President of the Association, and provide them with copies of all documentation in her possession relevant to the case;
- 35.4.2** Within ten (10) working days of receipt of the notice described in 35.4.1, the member shall be given an opportunity to meet with the President in the presence of the Vice-President (Academic), the member's Dean (or the University Librarian), and a representative of the Association. The member retains the right to be accompanied by one other bargaining unit member of her choice. An attempt shall be made at the meeting to resolve the matter;
- 35.4.3** If no satisfactory solution is reached at the meeting provided for in 35.4.2 above, the President shall decide the matter within five (5) working days of the informal meeting. The decision shall be one of:
- 35.4.3.1** Dismissal;
  - 35.4.3.2** Discipline short of dismissal;
  - 35.4.3.3** No further action.
- 35.4.4** Where a member is dismissed, she and the President of the Association shall be advised in writing by the President of the dismissal and of the reasons for the dismissal within two (2) working days of the decision being made;
- 35.4.5** Where the decision is to discipline the member, the procedures established in Article 34 shall be followed;
- 35.4.6** Where the decision is not to proceed, the member shall be given written notice accordingly by the Vice-President (Academic). Such notice shall constitute the final report on the matter.
- 35.5** In cases where the President deems a member's continuing presence to pose a threat to any member of the University community or to the University's academic functioning, she may, upon written notice of stated cause to the member and to the President of the Faculty Association, relieve the member of some or all of her duties. This measure shall remain in effect until the final resolution of the matter has been reached, or such earlier time as deemed appropriate by the President. The member's salary and benefits shall continue until a decision to dismiss pursuant to Article 35.4 has been made.
- 35.6** A member may grieve dismissal in accordance with the provisions of Article 36.3.2 and 36.6.2.

**ARTICLE 36: GRIEVANCE PROCEDURE**Error! Bookmark not defined.

**36.1**Error! Bookmark not defined. Definition of Grievance

**36.1.1** A grievance shall be any dispute or difference arising out of the application, administration, interpretation or alleged violation of the provisions of this Agreement.

**36.2**Error! Bookmark not defined. Types of Grievances

**36.2.1** An individual grievance is a grievance initiated by a single member where the subject matter of the grievance is personal to that member. Where two or more members have common individual grievances, each such member is entitled to initiate a grievance with respect thereto;

**36.2.2** An Association grievance is a grievance initiated by the Association where the subject matter of the grievance is of general interest or where no individual grievance is capable of being filed;

**36.2.3** An Employer grievance is a grievance initiated by the Employer against the Association.

**36.3**Error! Bookmark not defined. General Requirements

**36.3.1** All grievances shall be filed at Step One except the following grievances which may be filed at Step Two:

**36.3.1.1** Association grievances;

**36.3.1.2** Employer grievances, for which specific provision is made in Article 36.7.

**36.3.2** All grievances arising out of the President's decision on reappointment, tenure/permanence or promotion pursuant to Article 20 and 21, individual grievances involving discipline or dismissal in matters of sexual harassment, pursuant to Article 14, individual grievances involving discipline or dismissal in matters of integrity in Research and scholarship, pursuant to Article 44, individual grievances involving dismissal pursuant to Article 35, and all grievances arising out of layoffs for reasons of financial exigency pursuant to Article 17, shall commence at Step 3 of the grievance procedure;

**36.3.3** All grievances shall specify the article or articles of the Agreement alleged to have been violated and the remedy sought;

**36.3.4** The Employer may seek the remedy of discipline against a grievance officer in cases of alleged non-performance of duties;

**36.3.5** The Employer confirms that it will not discriminate against a member with respect to the terms and conditions of her employment by reason of the member's bona fide participation in the investigation and/or the resolution of a grievance.

**36.4**Error! Bookmark not defined. Step One

**36.4.1** A member may, within ten (10) working days of the date the events giving rise to the grievance occurred, or within ten (10) working days of the date upon which the grievor knew or ought to have known of the events giving rise to the grievance, whichever is later, present in writing and discuss informally a grievance with her dean (or the University Librarian). The grievor may, if she so chooses, be accompanied by a representative of the Association when she meets with her dean (or the University Librarian). If the grievance is resolved at this step, such resolution shall be reduced to writing and countersigned by the grievor and her dean (or the University Librarian) within five (5) working days following the date upon which the grievance was presented. The dean (or the University Librarian) shall, within two (2) working days after the date on which the resolution was countersigned, forward a copy of the grievance and the resolution to the President of the Association. In the event that the grievor and the dean (or the University Librarian) cannot resolve the grievance within five (5) working days following the date on which the grievance was presented, the dean (or the University Librarian) shall, within three (3) working days after the expiration of this five (5) day period, forward in writing to the grievor (with a copy to the President of the Association) the reasons for denying the grievance;

**36.4.2** Any resolution recorded at Step One shall be, unless the Association and the Employer otherwise agree in writing, without prejudice to either.

**36.5** Step Two

**36.5.1** Failing a resolution at Step One, or in the event the grievance is filed initially at Step Two pursuant to Article 36.3.1, the written grievance shall be forwarded to the Vice-President (Academic):

**36.5.1.1** For grievances initiated at Step Two, within ten (10) working days of the date the events giving rise to the grievance occurred, or within ten (10) working days of the date upon which the grievor knew or ought to have known of the events giving rise to the grievance, whichever is later; or

**36.5.1.2** For grievances not resolved at Step One, within five (5) working days of receipt of the decision of the dean (or the University Librarian).

**36.5.2** No later than five (5) working days following receipt of the grievance, the Vice-President (Academic) or her representative shall meet with an Association representative and the grievor and the parties shall make every reasonable attempt to resolve the grievance. In the event that a resolution is reached, it shall be reduced to writing and countersigned by the Vice-President (Academic) and the Association. In the event that no resolution is reached within ten (10) working days of the first meeting held pursuant to this Article 36.5.2, the Vice-President (Academic) shall, within two (2) working days after this ten (10) day period, forward in writing to the President of the Association the reasons for denying the grievance.

**36.6**      Step Three

- 36.6.1**      In cases where a grievance cannot be resolved at Step Two, the Association shall be entitled, within ten (10) working days of the date upon which the decision of the Vice-President (Academic) is received by the President of the Association pursuant to Article 36.5.2, to forward written notice to the President in the form prescribed in Article 37.1 and 37.2 that it intends to refer the grievance to arbitration;
- 36.6.2**      In cases where a grievance is initiated at Step Three pursuant to 36.3.2, the member or Association shall, within ten (10) working days of the date upon which notice of the Employer's decision is received, forward written notice to the President in the form prescribed in Article 37.1 and 37.2 that the matter is to be referred to arbitration.

**36.7** Error! Bookmark not defined.      Employer Grievances

- 36.7.1**      An Employer grievance shall be forwarded to the President of the Association within ten (10) working days of the date of the occurrence of the events giving rise to the grievance, or within ten (10) working days of the date upon which the Employer knew or ought to have known of the events giving rise to the grievance, whichever is later;
- 36.7.2**      No later than five (5) working days following receipt of the grievance by the President of the Association, she (or her representative) shall meet with the President (or her representative), and the parties shall make every reasonable attempt to resolve the grievance. In the event that a resolution is reached, it shall be reduced to writing and countersigned by the Presidents or their respective representatives. In the event that no resolution is reached within ten (10) working days of the first meeting held pursuant to this Article 36.7.2, the President of the Association shall, within two (2) working days after this ten (10) day period, forward in writing to the President the reasons for denying the grievance;
- 36.7.3**      The Employer shall be entitled, within ten (10) working days of the date upon which the decision of the President of the Association is received by the President pursuant to Article 36.7.2, to forward written notice to the President of the Association in the form prescribed in Article 37.1 and 37.2 that it intends to refer the grievance to arbitration.

**ARTICLE 37:**      **ARBITRATION** Error! Bookmark not defined.

- 37.1**      In the event that an individual or Association grievance is not settled at Step Two of the grievance procedure, or the grievance is one that pursuant to Article 36.3.2 commences at Step 3 of the grievance procedures, or that an Employer grievance is not settled during the procedure outlined in Article 36.7, either the President of the Association or the President may give notice in writing, within the time limits set out in Article 36.6.1 and 36.7.3, to the

other than the Association or the Employer, as the case may be, has elected to refer the unresolved grievance to arbitration.

**37.2** In all cases other than the exceptions noted in this clause, there shall be a single arbitrator. In cases relating to Presidential decisions about reappointment, tenure/permanence or promotion, and lay-off for reasons of financial exigency or dismissal, the notice referring the grievance to arbitration shall specify whether the referring party wishes a single arbitrator or a three-person arbitration board.

**37.3** In the case of a single arbitrator, the arbitrator shall be selected from the following list in rotation in accordance with the date on which the grievance arose:

Susan Ashley  
Elizabeth Cusack-Walsh  
Judge J. A. MacLellan;  
S. Bruce Outhouse, Q.C.

**37.4** **Error! Bookmark not defined.** In the case of a three-person arbitration board, the chair of this panel shall be selected from the individuals listed in 37.3 above in rotation in accordance with the date on which the grievance arose. The party invoking the establishment of an arbitration panel shall, at the time of so doing, state the name and address of its nominee to the panel. The other party shall state the name and address of its nominee to the panel within ten (10) working days of receipt of notice of the choice of a panel.

**37.5** If the recipient fails to name a nominee as required by Article 37.4, the appointment may be made by the Minister of Labour upon the request of either party.

**37.6** **Error! Bookmark not defined.** If an arbitrator is not available or agreeable to commence hearings within three months of being notified of selection, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection.

**37.6.1** If none of the persons on the list can or will act within the required time, the parties may select an arbitrator not on the list. In the event that the parties fail to agree on another arbitrator either party may request the Minister of Labour to appoint an arbitrator.

**37.7** **Error! Bookmark not defined.** The arbitrator or arbitration panel shall sit without unnecessary delay and her/their decision shall be binding on both parties. The arbitrator/arbitration panel is not authorized to alter, modify or amend any part of this Agreement.

**37.8** **Error! Bookmark not defined.** The parties recognize that the grievance/arbitration mechanism established in Articles 36 and 37 of this Agreement is meant to provide an expeditious method of resolving disputes between them. The parties accordingly desire and intend to operate strictly within the time limits prescribed for taking the various steps in the procedure. However, it is recognized that it will not always be possible to do so; therefore, the parties may agree in writing to extend any time limits specified in either the grievance or arbitration procedure. Furthermore, the arbitrator or arbitration panel shall have the power to relieve against non-compliance within time limits, provided that the arbitrator or arbitration panel is

satisfied that there are reasonable grounds for granting an extension and provided that granting the extension does not create prejudice to either party.

**37.9**Error! Bookmark not defined. The Association shall have the right to receive from the Employer any information relevant to the matter in dispute including the full particulars of the grievance. Such information shall be provided to the Association within a reasonable time, but not less than fifteen (15) working days, in advance of the arbitration hearing in order to prepare its case. The Employer shall have a similar right to obtain information, including full particulars of grievances, from the Association, within a reasonable time, but not less than fifteen (15) working days, in advance of the arbitration hearing in order to prepare its case. It is agreed that the arbitrator or arbitration panel shall have jurisdiction to determine any application for particulars or production of documents.

**37.10** Where the arbitrator or arbitration panel determines that a disciplinary penalty or discharge is excessive, he (it) may substitute such other penalty for the discipline or discharge as he (it) considers just and reasonable in the circumstances.

**37.11**Error! Bookmark not defined. Each party shall bear the expense of its representatives, participants and witnesses (and nominee in the case of an arbitration panel) and of the preparation and presentation of its own case. The fees and expenses of the single arbitrator or chairperson shall be shared equally between the Association and the Employer after any recoveries from the Minister of Labour in accordance with the provisions of the *Trade Union Act*.

**ARTICLE 38:**           **SALARY**Error! Bookmark not defined.

**38.1**Error! Bookmark not defined. Compensation Factors: up to and including 1 July, 2001 the MSVU Y Value of each member will recognize three factors: credentials; scholarly service; and relevant professional experience.

**38.1.1**           Credentials shall be recognized to a maximum of four (4) points, as follows:

**38.1.1.1**       The credential or combination of credentials required for appointment to the Assistant Professor rank for faculty in the member's discipline, or for appointment to the Librarian II rank in the case of professional librarians, shall count for three (3) points. Specifically, the highest of the credentials described below shall count for three (3) points:

**38.1.1.1.1**     A Ph.D. in a field related to the member's discipline shall be recognized in all disciplines;

**38.1.1.1.2**     A Master's degree plus a professional credential related to the member's discipline shall be recognized in the disciplines of Business Administration, Public Relations, Office Administration, Tourism and Hospitality Management, Human Ecology, and Gerontology;

**38.1.1.1.3** A Master's Degree (or professional credential related to the member's discipline) plus three years of scholarly service or three years of relevant senior professional experience;

**38.1.1.2** A credential relevant to the member's discipline in addition to that described above will count for one (1) point: a second Master's (or Ph.D.) degree; LL.B; PDT; MD; CA. For members appointed on or after 1 July 1989, additional credentials sought after appointment at the rank of Assistant Professor shall require prior written confirmation of relevancy. This confirmation shall be made by the Vice President (Academic), based on the member's written application and the recommendations from the Department Chair and the Dean.

**38.1.2** Scholarly service shall be recognized as follows:

**38.1.2.1** Each year of full-time university appointment with rank, including years of sabbatical leave, years of leave of absence without pay meeting the criterion of Article 29.8.8, (but excluding years of leave taken for the purpose of earning a credential), and years of service as university academic administrators, shall count as one (1) point;

**38.1.2.2** Each year of post-doctoral appointment shall count as one (1) point;

**38.1.2.3** Each year of service in a full-time sessional appointment shall count as one (1) point;

**38.1.2.4** Each year during which the member held a sessional appointment for a period of eight months or longer, but less than one year, and actively maintained or participated in a research programme not specifically required by the terms of the appointment, shall count as one (1) point;

**38.1.2.5** Each unit of part time teaching in rank at a university shall count as one fifth (1/5) point, subject to the provision that the total point value for service and experience credited for any one year shall not exceed one (1) point.

**38.1.3** Professional experience following the attainment of a post-secondary degree or teaching credential and related to the member's duties shall be credited to a maximum of six (6) points, as follows:

**38.1.3.1** Each year in a full-time research appointment shall count as three quarters (3/4) point;

**38.1.3.2** Each year of full-time teaching for a member whose duties include educating teachers shall count as three quarters (3/4) point;

- 38.1.3.3** Each year of relevant full-time professional experience at a senior level shall count as three quarters (3/4) point. ("Senior level" is understood to mean after the achievement of a relevant professional credential);
- 38.1.3.4** Each year of full-time teaching at the community college level shall count as three quarters (3/4) point;
- 38.1.3.5** Each year of full-time teaching at the senior high school level shall count as one half (2) point, provided the teaching duties included the member's present subject;
- 38.1.3.6** It is recognized that some types of experience may not be relevant to the current responsibilities and therefore will not count;
- 38.1.4** Each year of sick leave while holding a full-time appointment with rank at a university shall count as one (1) point to a maximum of two (2) points;
- 38.1.5** No more than one (1) point shall be credited for service and experience in any single year;
- 38.1.6** Years of service or experience used to satisfy the requirements of 38.1.1.1.3 may not be counted again for scholarly service or professional experience;
- 38.1.7** Periods of full-time scholarly service or professional experience for periods shorter than one year shall be counted on a pro-rated basis, except where otherwise provided in this Article;
- 38.1.8** Periods of scholarly service or professional experience with less than full-time, but at least half-time, responsibilities (for example, in a job sharing situation) shall be counted on a prorated basis, except where otherwise provided in this Article;
- 38.1.9** Where a member's credentials, scholarly service and professional experience may be combined in multiple ways, the member shall be entitled to combine them in the manner resulting in the highest Y value;
- 38.1.10** Each member's Y value shall be calculated to two decimal places.

**38.2** Error! Bookmark not defined. Assessment of MSVU Y Value for Members

- 38.2.1** For faculty hired prior to July 1, 2002 a Y-Value Committee consisting of the members of the Joint Committee for Administration of the Agreement shall assign the individual Y values of new members and shall reassign the individual Y values of current members whose relevant credentials have been upgraded or who have obtained relevant work experience outside the bargaining unit since their last assessment;



- 38.2.2** Members shall be informed by the Y-Value Committee of the assigned Y value agreed by the parties, and be given an opportunity to provide clarifying information and request a reconsideration;
- 38.2.3** If the members of the Y-Value Committee agree on the Y value of an individual member, the committee's decision shall be final and binding and not subject to grievance or any other form of appeal;
- 38.2.4** If the members of the Y-Value Committee cannot agree on the Y value of an individual member, the case shall be submitted to an adjudicator agreed to by the parties for decision. This decision shall be final and binding and not subject to grievance or any other form of appeal;
- 38.2.5** No member shall be permitted to apply for a reassessment of her Y value, except as specified in Article 38.2.2 and 38.2.3;
- 38.2.6** Except for changes due to improvements of credentials, Y values shall be calculated as of 1 July each year.

**38.3** Error! Bookmark not defined. Computation of Salaries for faculty hired prior to 1 July, 2001:

Effective 1 July, 2000

- 38.3.1** If a member's Y value places her below the floor for her rank, the salary corresponding to the member's rank and Y value shall be the floor for the rank;
- 38.3.2** If a member's Y value places her above the ceiling for her rank, the salary corresponding to the member's rank and Y value shall be the ceiling for the rank;
- 38.3.3** If a member's Y value places her between the floor and ceiling of her rank, the salary corresponding to the member's rank and Y value shall be the sum of salary at the step immediately below her Y value and the increment multiplied by the fractional amount of her Y value;
- 38.3.4** Effective 1 July 2000, each member shall receive the salary which corresponds to her rank and Y value as indicated in Schedule 5OF increased by an economic adjustment factor of 2.5 %, and by a further \$500 for Professor (Schedule 1F);

Effective 1 July, 2001

- 38.3.5** Effective 1 July 2001, a new salary structure shall take effect. Placement on the new salary grid shall be determined by the use of a transition scale (Schedule 2F) in accordance with the following principles:
- 38.3.5.1** Each member whose salary in accordance with Schedule 1F is below the floor of her rank as indicated in Schedule 2F shall be placed at the floor of that rank;
- 38.3.5.2** Each member whose salary in accordance with Schedule 1F is within the range of salaries for her rank as indicated in Schedule 2F shall be

placed on the transition scale at the step, or at the position between steps corresponding to that salary;

**38.3.5.3** Each member whose salary in accordance with Schedule 1F is at the ceiling for her rank shall be placed at the ceiling for her rank as indicated in Schedule 2F;

**38.3.5.4** The scale indicated in Schedule 2F shall then be increased by an economic adjustment factor of 2%, and by a further \$500 for Professor (Schedule 3F). Each member not at the ceiling for her rank shall move up one full grid step, or to the ceiling for the rank, whichever is less, and shall receive the corresponding salary. Each member at the ceiling for her rank shall receive the salary corresponding to the new ceiling for the rank.

**38.3.6** Effective 1 July 2002, the scale indicated in Schedule 3F shall be increased by an economic adjustment factor of 2.14%, and by a further \$500 for Professor (Schedule 4F). Each member not at the ceiling for her rank, shall move up one full grid step, or to the ceiling from the rank, whichever is less, and shall receive the corresponding salary. Each member at the ceiling for her rank shall receive the salary corresponding to the new ceiling for the rank;

#### **Computation of Salaries for Librarians:**

**38.3.7** Effective 1 July 2000, each librarian member shall receive the salary which corresponds to her rank and Y value as indicated in Schedule 1L;

**38.3.8** Effective 1 July 2001, the scale indicated in Schedule 1L shall be increased by an economic adjustment factor of 2% (Schedule 2L). Each librarian member not at the ceiling for her rank shall move up one full y-value, or to the ceiling for her rank, whichever is less, and shall receive the corresponding salary. Each librarian member at the ceiling for her rank shall receive the salary corresponding to the new ceiling for the rank;

**38.3.9** Effective 1 July 2002, the scale indicated in Schedule 2L shall be increased by an economic adjustment factor of 2.14% (Schedule 3L). Each librarian member not at the ceiling for her rank shall move up one full y-value, or to the ceiling for her rank, whichever is less, and shall receive the corresponding salary. Each librarian member at the ceiling for her rank shall receive the salary corresponding to the new ceiling for the rank;

#### **38.4 Computation of Salaries for faculty hired between 1 July 2001 and 30 June 2002**

**38.4.1** The Y value of each member hired between 1 July 2001 and 30 June 2002 shall be determined in accordance with Article 38.1 and 38.2;

**38.4.2** Each member shall be placed on the transition scale (Schedule 2F) at the step or the position between steps corresponding to the salary to which her Y value would have entitled her in accordance with Schedule 1F;

- 38.4.3** Each member shall then receive the salary corresponding to her position on Schedule 2F, increased by an economic adjustment factor of 2% (Schedule 3F), but without the grid step increase specified in Article 38.3.5.4;
- 38.4.4** Effective 1 July, 2002 each member's salary shall be increased in accordance with Article 38.3.6.

**38.5**      **Computation of Salaries for faculty hired subsequent to 30 June 2002**

- 38.5.1** The placement on the salary grid of a member hired subsequent to 30 June 2002 shall be determined as follows:
- 38.5.1.1** Each newly hired member shall initially be placed at Step 1 on the grid for the appropriate rank as determined in accordance with Article 18a.1;
  - 38.5.1.2** Years of university teaching or professional experience used to satisfy the requirements of 18a.1.2 may not be counted again for the purposes of this Article;
  - 38.5.1.3** Each year of full-time university teaching in rank or holding a post-doctoral fellowship shall move her placement on the grid up by one (1) step, to a maximum grid placement of step 4;
  - 38.5.1.4** Each year of relevant senior professional experience after attaining the requirements set out in Article 18a.1.2 shall move her placement on the grid up by one (1) step, to a maximum grid placement of step 4;
  - 38.5.1.5** Each year of full-time school teaching subsequent to earning a Master's degree for a member of the Department of Education whose duties include educating teachers shall move her placement on the grid up by one (1) step, to a maximum grid placement of step 4;
  - 38.5.1.6** Every two (2) years of full-time school teaching subsequent to earning a Bachelor of Education degree for a member of the Department of Education whose duties include educating teachers shall move her placement on the grid up by one (1) step, to a maximum grid placement of step 4;
  - 38.5.1.7** Every six (6) units of part-time teaching in rank at a university shall move her placement on the grid up by one (1) step, to a maximum grid placement of step 4;
  - 38.5.1.8** For the purposes of Articles 38.5.1.3 to 38.5.1.6, a year shall be understood to consist of at least eight (8) consecutive months of relevant full-time employment within a 12 months period;

**38.5.1.9** For the purposes of Articles 38.5.1.3 to 38.5.1.6, periods shorter than eight (8) consecutive months shall not be considered in determining placement on the salary grid;

**38.5.1.10** No more than one (1) step shall be credited for service and experience in any given twelve month period;

**38.5.1.11** All placements on the salary grid shall be at a step. Any fractional entitlements resulting from Articles 38.5.1.6 and/or 38.5.1.7 which on a pro-rated basis amount to eight (8) or more months shall be rounded to the next higher step; fractional entitlements resulting from Articles 38.5.1.6 and/or 38.5.1.7 which on a pro-rated basis amount to fewer than eight (8) months shall be rounded to the next lower step;

**38.5.1.12** No member shall be placed on the salary grid at a position higher than Step 4, except on the recommendation of the Department and the Dean, and with the approval of the Joint Committee for Administration of the Agreement.

**38.5.2** Subsequent increases in salary and movement through the grid shall be in accordance with Article 38.3.6.

**38.5.3** Where a member at the Assistant Professor rank or above obtains a relevant doctoral degree subsequent to hiring her placement on the grid shall be moved up by one (1) step.

## **38.6**      **Computation of salary upon promotion**

**38.6.1** Upon promotion, a member whose salary is more than the value of one increment below the floor of the next rank shall move to the floor of the next rank;

**38.6.2** A member whose salary is less than the value of one increment below the floor of the next rank shall move to Step 2 of the next rank;

**38.6.3** A member whose salary is within the range of salaries for the next rank shall move to the grid step corresponding to or immediately above her current salary, and shall then move to the step above;

**38.6.4** For a member at the ceiling for her rank, the provisions of 38.6.3 shall apply, with the following exception:

**38.6.4.1** The Y value of each member at the ceiling for her rank as of 1 July 2001 shall be recorded for reference purposes. Upon promotion, the member shall receive the higher of:

**38.6.4.1.1** The salary to which that Y value would have entitled her under the terms of the previous contract (Schedule 5OF), or

**38.6.4.1.2** Her salary in accordance with 38.6.3;

**38.6.4.2** A member whose salary is determined in accordance with 38.6.4.1.1 shall be placed on the salary grid for the next rank at the position corresponding to that salary.

**38.7**Error! Bookmark not defined. Payment of Salaries

**38.7.1** The salaries of members shall be paid in twenty- six (26) equal instalments payable bi-weekly on Fridays starting the second Friday in July;

**38.7.2** Retroactive amounts (less the required and voluntary deductions) for 2000-2001 be distributed within twenty-one (21) calendar days of the ratification of this Agreement. In accordance with Article 38.2.1, where a further retroactive amount becomes due as a result of the member's successful reassessment of her assigned Y value, such additional amount (less required and voluntary deductions) shall be paid within twenty-one (21) calendar days of the receipt of the reassessment decision;

**38.7.3** The bi-weekly cheques issued for salary payments shall be modified to reflect the amount arising from this agreement within twenty-one (21) calendar days following the ratification of this Agreement.

**38.8**Error! Bookmark not defined. Dues for members will be deducted from the retroactive payment and from the adjusted salary in accordance with Article 10.

**38.9**Error! Bookmark not defined. The stipend for members teaching an overload, pursuant to 23.8, shall be as follows:

**38.9.1** Effective May 1, 2001, members will be paid a stipend of \$6,800 per full-unit course taught.

**38.9.2** Effective September 1, 2001, members will be paid a stipend of \$7,000 per full-unit course taught.

**38.9.3** Effective September 1, 2002, members will be paid a stipend of \$7,200 per full-unit course taught.

**38.9.4** Where a member teaches part of a unit, the stipend will be prorated accordingly.

**ARTICLE 39: PROFESSIONAL DEVELOPMENT EXPENSE REIMBURSEMENTS**Error! Bookmark not defined.

**39.1** The Employer shall reimburse professional development expenses which relate to those activities which enhance a member's performance, ability, or effectiveness as a teacher, librarian and/or scholar at the University.

**39.2** Error! Bookmark not defined. The member shall be eligible to receive reimbursement of professional development expenses to a maximum of \$300 in each fiscal year upon presentation of original receipts to the Vice-President (Academic) no later than 31 March. Only one claim may be processed each fiscal year. Such expenses include but are not limited to:

**39.2.1** travel and associated expenses related to meetings, conferences, study leave, or other similar professional activities, and eligible expenses not covered by or in excess of money available from other funds for similar purposes;

**39.2.2** registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars, and similar activities;

**39.2.3** membership fees in learned societies and professional organizations;

**39.2.4** books and subscriptions to scholarly journals;

**39.2.5** expenses directly associated with teaching responsibilities or current active research or professional programs.

**39.3** In accordance with University policy, all assets paid for by the Employer remain the property of the University

**ARTICLE 40: TRAVEL ALLOWANCE** Error! Bookmark not defined.

**40.1** Members shall be entitled to apply for travel grants for the purposes of attending academic and professional conferences, and representing the University at meetings.

**40.2** The Employer shall maintain a travel fund equal to \$500 per member for the first year of this Agreement until April 1, 2001 when the amount will increase to \$600 for the latter two years of this Agreement.

**40.3** The Deans' Travel Fund Committee shall administer this fund. This Committee shall consist of the Dean of Professional Studies, the Dean of Arts and Science, the Director of Research, and one Chair from each of the two divisions, to be elected for two year terms by all the members of the bargaining unit.

**40.4** Regulations governing entitlement to travel funding are contained in the Faculty Travel Fund Policy appended to this Agreement as Appendix E.

**ARTICLE 41: FRINGE BENEFITS** Error! Bookmark not defined.

**41.1** MSVU BeneFlex Plan is the mandatory flexible benefit plan for eligible employees, which became effective on April 1, 1999. The Plan provides basic Health and Dental coverage, basic Life Insurance, basic Accidental Death & Dismemberment (AD&D), Long Term Disability, and an Employee and Family Assistance Program.

Members who provide written verification of coverage under spousal Health and Dental plans will be exempt from the Health and Dental coverage provided within the BeneFlex Plan.

- 41.2** All members are eligible to join the MSVU BeneFlex Plan.
- 41.3** The Employer shall contribute \$400 on an annual basis toward the cost of each member's benefits under the BeneFlex Plan. This contribution shall be pro-rated for eligible members who work less than full time. Effective 1 April, 2002 the Employer's contribution shall be increased to \$800 per member per year.
- 41.4** The Employer shall continue the University Benefits Users' Committee as described in Appendix F.

**ARTICLE 42: PENSION PLAN**Error! Bookmark not defined.

- 42.1** Subject to the provisions of this Article, the University Retirement Plan (the "Plan") in force on 1 July, 1988 shall continue.
- 42.2** No payment out of the Plan, except those payments authorized by the rules of the Plan, shall be made without the consent of the Association.
- 42.3** No changes to the Plan that affect the members of the Association, except such changes as are from time to time required by law, shall be made without the consent of the Association.
- 42.4** The University Pension Members' Committee shall continue in accordance with the Terms of Reference in Appendix B attached to this Agreement.
- 42.5** Effective January 1, 1998 the plan in force on 1 July, 1988 is converted into a money purchase plan, with the members' contributions going into a group registered retirement savings plan and the Employer's contributions going into a registered pension plan.
- 42.6** All members are eligible to join the plan. Membership of the plan is compulsory for employees hired after 1 January, 1997.
- 42.7** The Employer shall contribute an amount to the plan equal to the member's contribution. The minimum Employer contribution is 3% and the maximum 7.5%. Members must contribute at least 3% and may make contributions in excess of 7.5% which are not matched by the Employer. The total amount contributed by members for each year shall not exceed the maximum contribution allowed under the terms of the Income Tax Act.
- 42.8** The Plan shall be governed by the Pension Governance Board, which shall have equal representation from Plan members and the Board of Governors. Representatives for the Plan members shall be chosen from among the members of the University Pension Members' Committee (see Appendix B for terms of reference).
- 42.9** The terms of the Plan are governed by the official Plan document and are summarized in the Retirement Plan booklet. The official Plan document is available on request

from members of the Pension Governance Board or the Human Resources office. All members shall receive a copy of the Retirement Plan booklet.

**42.10** The parties recognize that the normal date of retirement shall be the first day of July following the member's 65th birthday.

**42.11** A member with 20 years or fewer of full-time university service and/or professional experience at age 65 may apply to the Vice-President (Academic) for leave to continue working until her 70<sup>th</sup> birthday, or until she has completed 20 years of full-time university service and/or professional experience, whichever is the earlier.

**42.11.1** Members who wish to continue working past age 65 under the terms of Article 42.11 must apply to the Vice-President (Academic) in writing by October 1 prior to their normal July 1 retirement date.

**42.12** The parties undertake to continue discussion with respect to the Pension Plan Governance Structure with a view to reaching agreement on a new structure and to revise the provisions of this article and of Appendix B: University Pension Members' Committee as necessary.

#### **ARTICLE 43: ENTRY AND RE-ENTRY OF ADMINISTRATORS**Error! Bookmark not defined. **INTO THE BARGAINING UNIT**

**43.1** An academic administrator who holds an academic appointment pursuant to University procedures in effect at the time of the appointment shall, immediately upon conclusion of her administrative appointment, enter or re-enter the bargaining unit.

**43.2** A member of the bargaining unit temporarily seconded to an administrative position for a minimum of one hundred (100) calendar days shall be deemed to be outside of the bargaining unit until the conclusion of the period of secondment.

**43.3** Upon entry or re-entry into the bargaining unit, an academic administrator shall be subject to all the provisions of this Agreement except as set out in this article.

**43.4** Time spent as an academic administrator shall be deemed equivalent service for the purposes of seniority and promotion, but not for tenure/permanence.

**43.5** If there is not a vacancy in the department for which an academic administrator is qualified, her entry or re-entry into the bargaining unit shall be considered an additional allocation for that department until such time as an appropriate vacancy occurs for which she meets the requirements.

**43.6** No member shall be displaced from her post or have her rights, privileges or benefits reduced or be displaced from the bargaining unit by the entry or re-entry of an academic administrator into the bargaining unit.

#### **ARTICLE 44: CODE OF CONDUCT**



**A: Conflict of Interest**~~Error! Bookmark not defined.~~

44.1 Peer assessment, review, appeals and other decision processes concerning appointment, reappointment, tenure, permanence, promotion, sabbatical, termination, salary, research grants or other grants must be performed in an objective manner and on objective grounds and be seen to be so.

44.2 For the purposes of this article, close relative means any parent, spouse or partner, child, or sibling of the Member, or any person who shares the same home as the Member.

44.3 No Member shall knowingly participate in any decision that directly and preferentially benefits herself, a close relative, or any individual with whom the Member has a significant financial relationship.

44.4 The President, Vice-Presidents, Deans and University Librarian shall not knowingly participate in any decision that directly and preferentially benefits a Member who is a close relative of the said administrator, or with whom the said administrator has a significant financial relationship.

44.5 With respect to students, Members shall disclose any conflict of interest or other circumstances known to them which may reasonably introduce or appear to introduce bias into their academic judgement or administrative decisions with respect to students.

44.6 A Member who has any interest, directly or indirectly, in any contract, transaction, proposed contract or proposed transaction under consideration by the University and is part of the decision making process involved, shall,

44.6.1 declare the nature and extent of the interest as soon as possible and no later than any meeting in which the Member participates and at which the matter is to be considered;

44.6.2 withdraw from the meeting; and

44.6.3 refrain from participating in or influencing the decision.

44.7 Unless specifically authorized by the Vice-President (Academic) or designate after full written disclosure of the conflict, Members shall not:

44.7.1 knowingly authorize the purchase, with funds administered by the University, of equipment, supplies, services, or real property from a source with which she, any close relative, or any individual with whom she has a significant financial relationship has a substantial financial interest;

44.7.2

44.7.3 engage any close relative or individual with whom the Member has a significant financial relationship in any capacity for which remuneration comes from University funds administered by the University.

**B: Miscellaneous**

44.8 The University alone, through the Board of Governors, is empowered to authorize use of its name.

- 44.9 Agreements entered into by a member with outside bodies to obtain grants or contracts to support research cannot affect or bind the University unless the University expressly signifies its agreement.
- 44.10 A member may not use University services, personnel, equipment or offices for activities unrelated to her employment by the University.
- 44.11 The Employer shall maintain insurance coverage for members with respect to claims arising out of their employment to the standard of the present CURIE insurance package, so long as this coverage is available.
- 44.12 A member retains her rights to grieve any alleged violation of the Collective Agreement that may arise in the application of the "Policy for Integrity in Research and Scholarship" appended to this agreement as Appendix G.
- 44.13 A member may grieve discipline or dismissal in matters of integrity in research and scholarship in accordance with the provisions of Article 36.3.2 and 36.6.2.

**ARTICLE 45: SPECIAL RELATIONSHIPS WITH MEMBERS OF THE BARGAINING UNIT**Error! Bookmark not defined.

**A: Non-Research Appointment**

- 45.1 Anne Thompson (Business Administration) shall, except as specified in Article 45.5, hold a permanent faculty appointment that does not carry the obligation to engage in scholarly and/or professional activity.
- 45.2 Anne Thompson shall hold a nine-month non-research appointment, commencing 15 August of each year.
- 45.3 Except as specified in this Article, all provisions of Article 23 (Faculty) shall apply to members holding non-research appointments.
- 45.4 Non-research appointments shall be renewed each year unless the member's performance is unsatisfactory.
- 45.5 Members holding these appointments who wish to assume the obligation to engage in scholarly and/or professional activity may request that they be transferred to a regular faculty appointment. The Vice-President (Academic), after consultation with the member's Department and Dean, shall confirm the transfer, and a new letter of appointment, as defined in Article 18a.8, shall be issued.

**B: Canada Research Chairs**

- 45.6** Faculty appointed under the Canada Research Chairs Program are Members who, for the duration of their appointment to a Canada Research Chair, are subject to special provisions as described below.
- 45.6.1** Immediately upon conclusion of an appointment to a Canada Research Chair, a Member shall be subject to all the provisions of this Agreement and none of the special conditions described in this article shall apply.
- 45.7** When a Canada Research Chair position is to be filled, the following appointment procedures apply in place of those described in Article 18a.10:
- 45.7.1** A Canada Research Chair Appointments Committee (CRCAC) shall be formed, consisting of the members of the Senate Committee on Academic Policy and Planning and the Director of Research;
- 45.7.2** In accordance with the priorities expressed in the Strategic Research Plan, the Vice-President (Academic) will authorize the placement of an appropriate advertisement in the Mount Memo, *CAUT Bulletin*, *University Affairs*, and any other publication considered necessary, outlining the position and its requirements;
- 45.7.3** The CRCAC shall receive nominations made by Members and/or Departments and will contact nominees to request the completion of an application;
- 45.7.4** The CRCAC shall receive applications which may be prepared with the assistance of Members and/or Departments;
- 45.7.5** Where appropriate, the CRCAC shall invite interested Members and Departments to comment on the suitability of applications;
- 45.7.6** The CRCAC shall select those candidates who, consistent with the Strategic Research Plan, are likely to have a significant impact on research at MSVU and meet the selection criteria set by the Canada Research Chairs Program;
- 45.7.7** Members and Departments with an interest in selected applicants shall be invited to assist in preparing materials required for a nomination to the Canada Research Chairs Program;
- 45.7.8** The CRCAC will prioritize the completed nominations received in accordance with the principles for selecting Canada Research Chairs outlined in the Strategic Research Plan;
- 45.7.9** In accordance with the priorities set in Article 45.7.8, candidates shall be interviewed by the CRCAC, the Department(s) in which a candidate would be appointed (as determined by the CRCAC in consultation with the Department(s)), the appropriate Dean, and the

Vice-President (Academic). The Department(s) shall make a written recommendation to the CRCAC;

**45.7.10** The appropriate Dean, on behalf of CRCAC, shall make a written recommendation regarding appointment to the Vice-President (Academic). This recommendation shall be supported by reasoned advice regarding the type of appointment, rank, previous years of service, and any special conditions of employment that may apply. On the recommendation of the Vice-President (Academic), a candidate shall be nominated for a Canada Research Chair. Should the nomination be approved by the Canada Research Chairs Program, the President shall issue a formal offer of appointment.

**45.8** A Canada Research Chair appointment shall be for five years, normally commencing on July 1 or January 1.

**45.9** The holder of a Canada Research Chair is eligible for one renewal. Such renewal, which is subject to the approval of the Canada Research Chairs Program, shall be on the recommendation of the CRCAC, who will consider the reappointment application in accordance with the criteria specified in the Strategic Research Plan.

**45.10** The duties and workload for this position shall be in accordance with Article 23, except as specified below:

**45.10.1** Teaching responsibilities shall be agreed upon by the Member and her Department Chair with the approval of the appropriate Dean, to a maximum of one (1) unit per year;

**45.10.2** No additional teaching assignments, either at the University or elsewhere, may be undertaken;

**45.10.3** Workload responsibilities include fulfilling requirements of the Canada Research Chairs Program.

**45.11** Reappointment, promotion, and tenure shall be in accordance with Article 20, except as specified below:

**45.11.1** Of the five criteria for assessment listed in Article 20.14, scholarly and/or professional activity shall be given greater weight by the URC than is usual practice.

**45.12** Salary for a Canada Research Chair Member shall be in accordance with Article 38 and include an additional payment of not less than \$15,000 and not more than \$25,000 per annum, the amount to be negotiated between the Member, who shall be assisted by a representative of the Faculty Association, and the Vice-President (Academic).

**ARTICLE 46: EARLY RETIREMENT**Error! Bookmark not defined.

- 46.1** Financial circumstances permitting, the Employer will undertake to direct savings generated by the retirement programs to the fulfilment of academic needs.
- 46.2** The provisions of the retirement programs set out in Articles 46.3 to 46.20 below shall come into effect on 1 July 2001 and shall not be subject to renegotiation until 1 July 2005, at the earliest.

### **Voluntary Early Retirement**

- 46.3** A full-time member of the bargaining unit with tenure or permanence who has reached age 58 and who has twenty years of service at the University (including years of service at Dalhousie or Saint Mary's for education transition faculty) is eligible for voluntary early retirement.
- 46.4** Members taking early retirement shall receive:
- 46.4.1** Annual payments to age 65 of 23% of pre-retirement salary to a maximum of 1.15 times pre-retirement salary; members retiring prior to age 60 shall receive a total of 1.15 times pre-retirement salary in equal annual instalments until age 65;
  - 46.4.2** Annual contributions of \$200 to age 65 to the MSVU Flex Benefits Program;
  - 46.4.3** The following university privileges:
    - 46.4.3.1** Access to University facilities (library card, e-mail facilities, shared office space) to age 65;
    - 46.4.3.2** Eligibility for internal research funding to age 65 for members seeking or in receipt of external funding subject to review of existing policies by the Senate Research and Publications Committee. Laboratory facilities may be provided with the agreement of the Dean;
    - 46.4.3.3** Part-time teaching contracts - eligibility and issuance in accordance with CUPE 3912 Collective Agreement.
- 46.5** Members eligible for early retirement may attend an annual group financial counselling session sponsored by the Employer.
- 46.6** Early retirement shall normally commence 1 July; the President may accept an alternative date of early retirement.
- 46.7** In cases where the member's retirement would adversely affect her department's ability to offer its academic program, the Employer shall have the right to defer the effective date of retirement for up to one year. No deferral shall be for more than one year.
- 46.8** The member is expected to take any six-month or one-year sabbatical leave for which she is eligible before commencing early retirement. There shall be no compensation for unused years accumulated toward sabbatical leave.

- 46.9** By 1 January of the year preceding the date she wishes to retire, the member shall provide written notice of her intent to retire to her Dean, with a copy to her Chair. In the case of librarian members, written notice of intent to retire shall be provided directly to the Vice-President (Academic), with a copy to the University Librarian.
- 46.10** The Dean shall consult with the Chair regarding the department's ability to meet its academic requirements in the event of the member's retirement. By 15 February, the Dean shall provide the Vice-President(Academic) with a recommendation regarding the member's early retirement, with copies to the Chair and the member. In the case of librarian members, the Vice-President (Academic) shall consult with the University Librarian, and shall copy her recommendation to the President, the member, and the University Librarian by 1 April.
- 46.11** The Vice-President (Academic) shall provide the President with a recommendation regarding the member's early retirement by 1 April.
- 46.12** The President shall advise the member in writing of her decision by 1 May, with copies to the President of the Faculty Association and the Vice-President (Academic).
- 46.13** In cases where there is significant change in the member's personal or financial circumstances, a member who has elected to retire early may apply to the Joint Committee for the Administration of the Agreement for permission to reverse the decision. Such applications may be made no later than 12 months prior to the intended date of retirement.

#### **Partial Retirement**

- 46.14** A full-time member of the bargaining unit with tenure or permanence who has reached age 60 or over is eligible for partial retirement for a period of up to four years, or until age 65, whichever is the shorter.
- 46.14.1** If a member completes the partial retirement period before age 65, she will be considered to have terminated employment at the University and will not be eligible for the *Voluntary Early Retirement* program.
- 46.15** The workload of a member taking partial retirement shall be either:
- 46.15.1** 50% of the workload outlined in Articles 23 or 24;
- 46.15.2** Full workload in accordance with Articles 23 or 24 for six months of the year commencing either 1 July or 1 January each year until full retirement.
- 46.16** A member taking partial retirement shall receive:
- 46.16.1** 55% of the reference salary;
- 46.16.2** Continued Employer contributions to benefits, except where precluded by an insurance contract;
- 46.16.3** Continued Employer contributions to pension based on 50% salary. The member shall have the option of making additional contributions in order to maintain pension contributions at reference salary level.

- 46.17** The member is expected to take any six-month or one-year sabbatical leave for which she is eligible before commencing partial retirement. There shall be no compensation for unused years accumulated toward sabbatical leave. No further credit toward sabbatical leave is accumulated by members having commenced partial retirement.
- 46.18** The procedures governing a member's notification of intent to take partial retirement shall be in accordance with those laid down in Articles 46.9 to 46.13 above.
- 46.19** Partial retirement shall normally commence 1 July; the President may accept an alternative date of partial retirement.
- 46.20** A decision to opt for partial retirement is final, and the member may not return to full-time employment.

**ARTICLE 47:           TRANSITION TO THE AGREEMENT**Error! Bookmark not defined.

- 47.1** Except as otherwise specified in the Article, all provisions of this Collective Agreement come into effect upon the ratification of the Agreement.
- 47.2** Revised provisions in Articles 20.18, 20.19, 20.20, and 20.21 shall become effective on 1 April, 2002. Articles 20.17 - 20.20 of the 1997-2000 Collective Agreement shall remain in effect until that time.
- 47.3** New provisions in Articles 20.25 through 20.30 and 20.55 through 20.56 shall become effective on 1 April, 2002.

In witness whereof, on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, the Parties hereto have signed this Agreement by its respective duly authorized officers and representatives.

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Mount Saint Vincent University  
Faculty Association

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Mount Saint Vincent University  
Board of Governors





**APPENDIX A: CERTIFICATION ORDER Page two**

**APPENDIX B: UNIVERSITY PENSION MEMBERS' COMMITTEE**Error! Bookmark not defined.

**TERMS OF REFERENCE  
UNIVERSITY PENSION MEMBERS' COMMITTEE**

1. The Committee shall have representation from every bargaining unit and each distinct employee group within the University. Representatives must be members of the Pension Plan. The votes of the representatives of the bargaining units and employee groups shall be weighted according to the number of pension plan members in their bargaining unit or employee group. In addition, the Committee may include one non-voting representative from amongst the retired members of each plan. The Human Resources office will provide a breakdown of membership by group once a year as of 1 September.
2. The Committee shall have access to all current information pertaining to the Pension Plan.
3. The Committee is empowered to make periodic reports and recommendations to the Pension Governance Board regarding changes to the plan.
4. The Committee will, under the direction of the Pension Governance Board, ensure that a programme of education for plan members regarding pension issues is developed and implemented on an annual basis. The cost of this will be born by the Plan.
5. The Committee shall select four of its voting members to serve on the Pension Governance Board. Members must normally serve for at least one year on the Committee before becoming eligible for selection to the Board.
6. The Director of Human Resources shall be a non-voting member of the Committee.
7. The Human Resources office shall provide support services to the Committee. These will include minute taking and a regular service report.
8. The Committee's chair or chairs shall be elected from among its members annually.
9. Each employee group will select its representatives on the Committee according to its own criteria.

**APPENDIX C: DEPARTMENTAL CONSTITUENCY BREAKDOWN**Error! Bookmark not defined.

Pursuant to Article 20.6.2, the departments belonging to each constituency are as follows:

**HUMANITIES**

English  
Fine Arts  
History  
Modern Languages  
Philosophy/ Religious Studies  
Political Studies/Canadian Studies  
Speech and Drama

**SOCIAL SCIENCES AND SCIENCES**

Biology  
Chemistry/Physics  
Economics  
Mathematics and Computer Studies  
Psychology  
Sociology and Anthropology  
Women's Studies

**PROFESSIONAL GROUP A**

Business Administration and Tourism  
and Hospitality Management  
Information Technology  
Public Relations

**PROFESSIONAL GROUP B**

Applied Human Nutrition  
Child and Youth Study  
Education  
Family Studies and Gerontology

**APPENDIX D: PROGRAMME REDUNDANCY**Error! Bookmark not defined.

**LETTER OF UNDERSTANDING**

**BETWEEN THE BOARD OF GOVERNORS OF MOUNT SAINT  
VINCENT UNIVERSITY AND THE MSVU FACULTY ASSOCIATION**

**5 December, 2000**

The parties agree that there shall be no layoffs arising from the discontinuation of any academic division, department, unit, institute, school, chair or course of instruction for reasons other than financial exigency during the term of this Agreement. The parties anticipate that the University Senate will address the matter of procedures relating to discontinuation of programmes during the term of this Agreement, and that the contractual implications of such procedures will be addressed during the next round of collective bargaining.

This Agreement shall absolutely expire on the date the Collective Agreement expires, according to its term and after compliance with the provisions of the Trade Union Act.

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Mount Saint Vincent University  
Faculty Association

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Mount Saint Vincent University  
Board of Governors

## **APPENDIX E: MSVU TRAVEL FUND POLICY AND GUIDELINES FACULTY TRAVEL POLICY**

Travel Grants will be awarded through the fiscal year on the following basis. In all cases, actual reimbursement will be based upon submitted receipts. Applications should reach the Deans' offices according to the following schedule and deadlines in the academic year.

<u>Estimated Time of Travel</u>	<u>Deadline</u>
1 November - 15 January	15 September
16 January - 31 March	4 November
1 April - 14 June	15 January
15 June - 31 October	31 March

**Phase I** Awards will be granted in terms of the following categories:

### **CATEGORY I**

1. Faculty representing the university in an official capacity at meetings or conferences.
2. Faculty awarded funds under Category I will be reimbursed for all travel expenditures-- transportation, registration fees, accommodation, meal allowances. (For definition of "transportation" see below under Category II).

### **CATEGORY II**

1. Faculty participating in scholarly meetings:
  - 1.1 First priority--active participants, e.g. presenting a paper; chairing a session; being a discussant.
  - 1.2 Second priority--being on an executive of a Canadian scholarly society, editorial board or similar undertaking.
2. Grants will be given for:
  - 2.1 Actual transport costs--common carrier; automobile (if cost by current kilometrage would be less than the equivalent of economy round-trip airfare).
  - 2.2 Ground transportation as necessary at each end of the trip when common carriers used.
  - 2.3 Any additional airport fees.
  - 2.4 Any entry and exit fees when travelling outside of Canada.
  - 2.5 Cancellation insurance on airfare.
  - 2.6 Registration fees, accommodation support, and per diems to a maximum of \$500 per grant.
  - 2.7 If staying at a meeting site an extra night results in a cheaper airfare, the committee approves support of additional accommodation and food expenses provided these are equal to or less than the difference in the relative costs of the tickets.

3. The maximum support for a faculty member in this category in a fiscal year will be \$1,500.
4. Conference participants will receive consideration for registration fees.
5. Transportation support for the Learned Societies will be equal to all successful applicants and based upon the Travel Committee's judgement of average costs, although actual reimbursements will be based upon receipts submitted.

**Phase II** At the end of the fiscal year, when all successful applications have been supported according to Categories I and II, the Committee will disburse any funds remaining in the Travel Fund in the following manner.

#### First Priority

Those who have attended academic conferences during the fiscal year are eligible to receive one-half the cost of transportation upon submission of receipts.

#### Second Priority

Additional reimbursement on a pro-rated basis for those supported under Category II for such expenses as registration fees, accommodations, and meals. Faculty should retain all applicable receipts against this possibility.

#### Responsibilities of Grantees

1. Faculty receiving grants under Category I are expected, where applicable, to organize and present a public report (or mini-workshop) on the meeting to share what they have learned with those at MSVU most likely to profit from the discussions. Such applications should show broad support within the department/s concerned as well as the Chair's approval.
2. Faculty receiving grants under Category II, or in the First Priority of Phase II, will forward a report of their activity to the appropriate Dean upon completion of their travel.

The Travel Committee will comprise:

The Dean of Professional Studies

The Dean of Arts and Science

The Director of Research

Two Chairs elected by the Faculty Association for two year terms.

## **APPENDIX F: BENEFITS USERS' COMMITTEE**

### **TERMS OF REFERENCE**

#### **Benefit Users Committee**

**Note: These Terms of Reference were originally taken from a letter of understanding between the Board of Governors of Mount Saint Vincent University and the MSVU Faculty Association, dated 19 April 1989. The Benefit Users Committee, at its meeting of 17 September, 1997, reviewed the Terms of Reference and recommended changes, which more accurately reflect current realities.**

1. The Committee shall have representation from every bargaining unit and other distinct employee group within the University. The number of representatives from each unit or group shall be appropriate to the number of employees in each group.
2. The Committee shall have access to all current information pertaining to all benefits plans, excluding pension benefits and confidential information.
3. The Committee shall be charged, in conjunction with Interuniversity Services Inc., with making periodic evaluations of plans. The Committee shall review plan rates annually.
4. The Committee shall be empowered to select carriers for benefits plans.
5. The Committee shall be empowered to commission consultants, where required, to assess benefits plans and their operation. Costs for such consultations shall be borne by the Employer where prior written agreement of the Employer has been obtained.
6. The Committee shall participate in discussions concerning budgetary allocations for employee benefits, including the reinvestment of any cost savings in the improvement of available benefits.
7. Employee group members on the Committee shall be selected by members of the group.
8. The Committee's Chair shall be selected from among its members.
9. Fifty percent of the membership plus one, which shall include a faculty representative, will constitute a quorum.

## **APPENDIX G - POLICY FOR INTEGRITY IN RESEARCH AND SCHOLARSHIP**Error!

Bookmark not defined.

### **Research Misconduct**

- 1.1** Research misconduct does not include those factors intrinsic to the process of academic research, such as honest error, conflicting data or differences in interpretation or judgement of data or experimental design.
- 1.2** Subject to 1.1, research misconduct includes:
- a)** Failure to include as authors all those who have made a significant intellectual contribution to the research.
  - b)** The inclusion as authors those who have not made a significant intellectual contribution to the research.
  - c)** Failure to recognize by due acknowledgement the substantive contributions of others, including students.
  - d)** Falsification of data, ranging from fabrication to selective reporting, including the purposeful omission of conflicting data with the intent to falsify results or to mislead the reader.
  - e)** Plagiarism involving the misappropriation of another's words, information or ideas.
  - f)** The unauthorized use of privileged information, such as violation of confidentiality in peer review; or the use of unpublished work of other researchers without permission; or the use of archival materials in violation of the rules of the archival source.
  - g)** Material failure to comply with relevant federal or provincial statutes or regulations for the protection of researchers, human subjects, or the public, or for the welfare of animals in research, or material failure to meet other legal requirements that relate to the conduct of research.
  - h)** Failure to comply with the Tri-Council Policy Statement for Ethical Conduct Involving Human Research, as outlined in *MSVU Policies and Procedures: Ethical Review of Research Involving Humans*, or failure to comply with the *Canadian Council on Animal Care*, for investigators conducting animal research.
  - i)** Failure to reveal to the sponsors any material conflict of interest when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or distribution to the public.
  - j)** The intentional misuse of funds designated for research purposes.
  - k)** Failure to reveal to the University any material financial interest in a company that contracts with the University to undertake research, particularly research



involving the company's products. Material financial interests include ownership, substantial stock holding, a directorship, significant honoraria or consulting fees, but does not include minor stock holding in a large publicly traded company.

- D)** Failure to reveal to the University any professional conflict of interest in a company or organization that contracts with the University to undertake research.

## **Procedures for the Investigation of Misconduct in Research**

- 2.1** All allegations of misconduct in research shall be in writing, with documented evidence, signed, dated and directed to the Director of Research. If the Director of Research is the respondent, then the Vice-President (Academic) shall appoint a designate. The Director of Research may consult with members of the research committee to determine the norms of the academic discipline involved.
- 2.2** In order to determine if a formal investigation is warranted, the Director of Research (or designate) shall request a meeting with the respondent, within 10 working days from the date of receipt of the written complaint. The notice of this meeting shall inform the respondent of the purpose of the meeting and of her right to be accompanied by a collegial advisor (but not legal counsel). Any statements made during this meeting shall be strictly without prejudice, and as such in any subsequent proceedings related to the allegation shall be re-presented accordingly.
- 2.3** Within 15 working days of the meeting described in 2.2, the Director of Research shall advise the respondent in writing whether or not a formal investigation is warranted.
- 2.4** If the Director of Research determines that the complaint is without foundation, the allegation shall be dismissed and no action taken. The Director of Research shall inform the respondent and the complainant of this decision in writing. In this event, no reference to the complaint shall be placed or retained in the personnel file of the respondent.
- 2.5** If the Director of Research finds that a formal investigation is warranted, and if the respondent is a member of bargaining unit represented by the Mount Saint Vincent Faculty Association (MSVUFA), the Director of Research shall inform the member's Dean of her findings. In such cases, the provisions of Article 34 of the Collective Agreement shall apply.
- 2.6** If the Director of Research finds that a formal investigation is warranted, and the respondent is not a member of the Mount Saint Vincent Faculty Association, she shall request the Vice-President (Academic) to initiate a formal investigation.
- 2.6.1** The Vice-President (Academic) shall give written notice to the respondent and the complainant that a formal investigation is to be held and shall inform the respondent of her right to be accompanied by a collegial advisor (but not legal counsel). The written notice shall include a copy of the signed allegations. The Vice-President (Academic) shall initiate an investigation within five working days.
- 2.6.2** The Vice-President (Academic) shall investigate the allegations promptly, fairly and judiciously, and in a confidential manner, ensuring that the respondent has adequate opportunity to know any evidence presented and to respond to that evidence if she chooses to do so.
- 2.6.3** Within seven working days following the commencement of the formal investigation, the Vice-President (Academic) shall prepare a written report of the investigation. This report shall include: a copy of the signed allegation; the written response, if any, of the respondent; the finding as to whether the allegation has been upheld or not with a statement of reasons for the finding; and

the disciplinary action she proposes to impose on the respondent, if any. Copies of this report shall be sent to the respondent and the Director of Research. The Vice-President (Academic) shall also inform the complainant in writing of the outcome of the inquiry.

- 2.7** In cases in which the findings are sufficiently serious to consider dismissal proceedings, the Vice-President (Academic) will submit the report of the findings to the President. Within 10 working days of receipt of this report, the respondent will be given an opportunity to meet with the President in the presence of the Vice-President (Academic). If the respondent is a member of the MSVUFA, then the provisions of Article 35 of the Collective Agreement shall apply.
- 2.8** If no satisfactory solution is reached at the meeting provided in 2.7, the President shall decide the matter within five working days of this meeting.
- 2.9** If the University decides after a formal investigation not to take disciplinary action against the respondent, or if an arbitration decides in favour of the respondent, the University shall remove all documentation concerning the allegation from the respondent's personnel file.
- 2.10** Any member of the Mount Saint Vincent Faculty Association retains her rights to grieve any alleged violation of the collective agreement that may arise in the application of these procedures.
- 2.11** If an accusation of misconduct in research is sustained in relationship to research that is funded by an outside agency, the President shall inform the agency of the final decision.

The following sources have been extensively consulted in preparation of this draft:

CAUT (prepared by Donald Savage). *Fraud and Misconduct in Academic Research and Scholarship*, February, 1994

Medical Research Council of Canada, Natural Sciences and Humanities Research Council of Canada, and Social Sciences and Humanities Research Council of Canada. *Integrity in Research and Scholarship*, January 1994.

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University of New Brunswick. *Collective Agreement between University of New Brunswick and University of New Brunswick Faculty Association*.

University of Western Ontario. *Guide to the Proper Conduct of Research*, Draft Revision, URB Subcommittee, 1994.

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**ATTACHMENT 1 - DESIGNATED LABORATORY COURSES**Error! Bookmark not defined.

Biology (BIOL) 1151, 2202, 2203, 2204, 3302, 3309, 3310, 3312, 3322, 3370, 3372

Chemistry (CHEM) 0014, 0015, 1110, 2211, 2221, 2230, 2240, 3314, 3315, 3341, 3342,  
3351, 3352

Mathematics (MATH) 1131, 2203

Human Ecology (HUEC) 1102, 1103, 3315, 3317, 3326, 4400, 4417

Physics (PHYS) 1100, 2200, 2210

Psychology (PSYC) 2209

Business Administration/  
Tourism and Hospitality  
Management (THMT) 1116\*, 2216\*, 3316, 4411\*

\* Also cross-listed with HUEC

**ATTACHMENT 2 - SUPPLEMENTARY REGULARLY SCHEDULED TEACHING** Error!  
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Human Ecology (HUEC) 1100, 2223, 3320, 3321, 3322, 4405, 4414, 4431

Education (GED) 6722

Business Administration/  
Tourism and Hospitality  
Management (THMT) 2223, 3321

\* Also cross-listed with HUEC

**Schedule 5OF: Faculty Salary Scale (November 1, 1999)Error! Bookmark not defined.**

**Increment: \$1479**

<b>Y-Value</b>	<b>Lecturer</b>	<b>Assistant</b>	<b>Associate</b>	<b>Professor</b>
0	33064			
1	34543			
2	36023			
3	37502	39151		
4	38981	40630		
5	40460	42109		
6	41939	43588		
7	43419	45068		
8		46547	48139	
9		48026	49619	
10		49505	51098	
11		50984	52577	
12		52464	54056	
13		53943	55536	
14		55422	57015	
15			58494	62823
16			59973	64303
17			61452	65782
18			62932	67261
19			64411	68740
20			65890	70220
21			67369	71699
22			68848	73178
23			70328	74657
24			71807	76136
25			73286	77616
26				79095
27				80574
28				82053
29				83532
30				85012
31				86491

**Schedule 1F: Faculty Salary Scale (July 1, 2000)**Error! Bookmark not defined.

**Increment: \$1516**

<b>Y-Value</b>	<b>Lecturer</b>	<b>Assistant</b>	<b>Associate</b>	<b>Professor</b>
0	33891			
1	35407			
2	36923			
3	38439	40130		
4	39955	41646		
5	41470	43162		
6	42986	44678		
7	44502	46194		
8		47710	49342	
9		49226	50858	
10		50742	52374	
11		52258	53890	
12		53774	55406	
13		55290	56922	
14		56806	58438	
15			59954	64894
16			61470	66410
17			62986	67926
18			64502	69442
19			66018	70958
20			67534	72474
21			69050	73990
22			70566	75506
23			72082	77022
24			73598	78538
25			75114	80054
26				81570
27				83086
28				84602
29				86118
30				87634
31				89150

**Schedule 2F: Faculty Transition Salary Scale**Error! Bookmark not defined.

**Increment: \$1620**

<b>Grid Step</b>	<b>Lecturer</b>	<b>Assistant</b>	<b>Associate</b>	<b>Professor</b>
<b>1</b>	37765	43800	54009	68094
<b>2</b>	39385	45420	55629	69714
<b>3</b>	41005	47040	57249	71334
<b>4</b>	42625	48660	58869	72954
<b>5</b>	44245	50280	60489	74574
<b>6</b>		51900	62109	76194
<b>7</b>		53520	63729	77814
<b>8</b>		55140	65349	79434
<b>9</b>		56760	66969	81054
<b>10</b>			68589	82674
<b>11</b>			70209	84294
<b>12</b>			71829	85914
<b>13</b>			73449	87534
<b>14</b>			75069	89154



**Schedule 3F: Faculty Salary Scale (July 1, 2001)**Error! Bookmark not defined.

**Increment: \$1652**

<b>Grid Step</b>	<b>Lecturer</b>	<b>Assistant</b>	<b>Associate</b>	<b>Professor</b>
<b>1</b>	38520	44676	55089	69956
<b>2</b>	40172	46328	56741	71608
<b>3</b>	41824	47980	58393	73260
<b>4</b>	43476	49632	60045	74912
<b>5</b>	45128	51284	61697	76564
<b>6</b>		52936	63349	78216
<b>7</b>		54588	65001	79868
<b>8</b>		56240	66653	81520
<b>9</b>		57892	68305	83172
<b>10</b>			69957	84824
<b>11</b>			71609	86476
<b>12</b>			73261	88128
<b>13</b>			74913	89780
<b>14</b>			76565	91432

**Schedule 4F: Faculty Salary Scale (July 1, 2002)Error! Bookmark not defined.**

**Increment: \$1687**

<b>Grid Step</b>	<b>Lecturer</b>	<b>Assistant</b>	<b>Associate</b>	<b>Professor</b>
<b>1</b>	39345	45632	56268	71953
<b>2</b>	41032	47319	57955	73640
<b>3</b>	42719	49006	59642	75327
<b>4</b>	44406	50693	61329	77014
<b>5</b>	46093	52380	63016	78701
<b>6</b>		54067	64703	80388
<b>7</b>		55754	66390	82075
<b>8</b>		57441	68077	83762
<b>9</b>		59128	69764	85449
<b>10</b>			71451	87136
<b>11</b>			73138	88823
<b>12</b>			74825	90510
<b>13</b>			76512	92197
<b>14</b>			78199	93884

**Schedule 1L: Librarians' Salary Scale (July 1, 2000)**Error! Bookmark not defined.

**Increment: \$1516**

<b>Y-value</b>	<b>Librarian I</b>	<b>Librarian II</b>	<b>Librarian III</b>	<b>Librarian IV</b>
<b>0</b>	32619			
<b>1</b>	34135			
<b>2</b>	35651			
<b>3</b>	37167	37513		
<b>4</b>	38683	39029		
<b>5</b>	40199	40545		
<b>6</b>	41715	42061		
<b>7</b>	43231	43577	44412	
<b>8</b>	44747	45093	45928	
<b>9</b>		46609	47444	
<b>10</b>		48125	48960	
<b>11</b>		49641	50476	
<b>12</b>		51157	51992	
<b>13</b>		52673	53508	55219
<b>14</b>		54189	55024	56735
<b>15</b>			56540	58251
<b>16</b>			58056	59767
<b>17</b>			59572	61283
<b>18</b>			61088	62799
<b>19</b>			62604	64315
<b>20</b>			64120	65831
<b>21</b>			65636	67347
<b>22</b>			67152	68863
<b>23</b>				70379
<b>24</b>				71895
<b>25</b>				73411
<b>26</b>				74927
<b>27</b>				76443

**Schedule 2L: Librarians' Salary Scale (July 1, 2001)**

**Increment: \$1546**

<b>Y-value</b>	<b>Librarian I</b>	<b>Librarian II</b>	<b>Librarian III</b>	<b>Librarian IV</b>
<b>0</b>	33271			
<b>1</b>	34817			
<b>2</b>	36363			
<b>3</b>	37909	38263		
<b>4</b>	39455	39809		
<b>5</b>	41001	41355		
<b>6</b>	42547	42901		
<b>7</b>	44093	44447	45300	
<b>8</b>	45639	45993	46846	
<b>9</b>		47539	48392	
<b>10</b>		49085	49938	
<b>11</b>		50631	51484	
<b>12</b>		52177	53030	
<b>13</b>		53723	54576	56323
<b>14</b>		55269	56122	57869
<b>15</b>			57668	59415
<b>16</b>			59214	60961
<b>17</b>			60760	62507
<b>18</b>			62306	64053
<b>19</b>			63852	65599
<b>20</b>			65398	67145
<b>21</b>			66944	68691
<b>22</b>			68490	70237
<b>23</b>				71783
<b>24</b>				73329
<b>25</b>				74875
<b>26</b>				76421
<b>27</b>				77967

**Schedule 3L: Librarians' Salary Scale (July 1, 2002)**

**Increment: \$ 1579**

<b>Y-value</b>	<b>Librarian I</b>	<b>Librarian II</b>	<b>Librarian III</b>	<b>Librarian IV</b>
<b>0</b>	33983			
<b>1</b>	35562			
<b>2</b>	37141			
<b>3</b>	38720	39082		
<b>4</b>	40299	40661		
<b>5</b>	41878	42240		
<b>6</b>	43457	43819		
<b>7</b>	45036	45398	46269	
<b>8</b>	46615	46977	47848	
<b>9</b>		48556	49427	
<b>10</b>		50135	51006	
<b>11</b>		51714	52585	
<b>12</b>		53293	54164	
<b>13</b>		54872	55743	57528
<b>14</b>		56451	57322	59107
<b>15</b>			58901	60686
<b>16</b>			60480	62265
<b>17</b>			62059	63844
<b>18</b>			63638	65423
<b>19</b>			65217	67002
<b>20</b>			66796	68581
<b>21</b>			68375	70160
<b>22</b>			69954	71739
<b>23</b>				73318
<b>24</b>				74897
<b>25</b>				76476
<b>26</b>				78055
<b>27</b>				79634