

# **Collective Agreement**

between  
**Mount Saint Vincent University  
Board of Governors**  
and  
**Mount Saint Vincent University  
Faculty Association**

*July 1, 2012 – June 30, 2015*

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## **DEFINITIONS**

Agreement:	this Collective Agreement.
Agreement Year:	Twelve months beginning 1 July.
Alternate Dean:	for Arts and Science members, the Dean of Education. For Professional Studies members, the Dean of Arts and Science. For Education members and Librarians, the Dean of Professional Studies.
Association:	the Mount Saint Vincent University Faculty Association.
Board:	the Mount Saint Vincent University Board of Governors.
Chair/Director:	a faculty member elected to undertake administrative responsibilities in an academic Department; for the purposes of this Agreement, Directors in the Faculty of Education shall be considered the equivalent of Chairs, unless otherwise stated.
Dean:	the Dean of Arts and Science, Professional Studies, or Education.
Department:	an academic unit of the University; for the purposes of Articles 18 and 20 of this Agreement (and where otherwise stated), the Faculty of Education shall be considered the equivalent of a Department.
Distance Education:	Courses developed and delivered according to the terms and conditions of a DLCE contract authorized by the Dean and issued by the Office of the Vice-President (Academic).
Employee:	a member of the bargaining unit.
Employer:	the Mount Saint Vincent University Board of Governors.
Faculty:	when used with a capital letter, an academic division of the University (Arts and Science, Professional Studies, or Education).
Full-time Appointment:	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.
Member:	a member of the bargaining unit.
Partial-time Appointment:	a type of appointment whose workload is either one-half or three-quarters of the load specified for full-time appointments.
President:	the President of the University.

Unit of Teaching: two half-units consisting of 36-39 contact hours each, pursuant to Article 23.2.

University Librarian: 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**

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, LRB No. 3399 dated 23 March, 1988 and the certification amendment order of the Nova Scotia Labour Relations Board, LRB 6214 Amended, dated 02 December, 2008. The certification order and amendments, including Schedule A, are attached to this Agreement as Appendix A.

## **ARTICLE 2: ACADEMIC FREEDOM**

- 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 The Employer agrees that members have the right to privacy in their personal and professional communications and files, whether on paper or in electronic form. The level of privacy, however, does not exceed that of reasonable expectations.
- 2.3 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: EQUITY AND FAIRNESS**

### **3A No Discrimination and Workplace Diversity**

3A.1 It is agreed that there shall be no discrimination practiced with respect to any employees by reason of race, creed, colour, age, 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).

- 3A.2 It is understood and agreed that, notwithstanding 3A.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.
- 3A.3 The parties agree to promote workplace diversity and shall, where appropriate, work together to facilitate the implementation of employment systems, policies and practices that are inclusive and non-discriminatory in nature and effect and that are consistent with the terms and conditions of this Agreement.
- 3A.4 It is understood and agreed that adherence to principles of equity and fairness means that all decisions with regard to appointment, reappointment, tenure/permanence, and promotion shall be free from personal prejudice, bias and/or conflict of interest either in favour of or against candidates, whether or not there is intent.
- 3A.4.1 Career decisions shall be based only on the stated criteria, with consistent procedures and following thorough and deliberate evaluation of the relevant evidence.
- 3A.4.2 Those involved in all stages of the review process shall consider all the relevant evidence, and shall not make use of hearsay evidence or other evidence not contained in the candidate's file.
- 3A.4.3 Full, reasoned decisions shall be provided in writing to candidates for reappointment, tenure/permanence and/or promotion, who shall have the opportunity to respond, as provided in Articles 20 and 21.
- 3A.4.4 Candidates shall have the right to appeal a negative decision as provided in Articles 20.14 and 21.14.
- 3A.5 It is understood and agreed that, notwithstanding 3A.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 as per the University Employment Equity Plan.

### 3B Fair Treatment

- 3B.1 The parties to this Agreement neither tolerate nor condone sexual or general harassment in the workplace. The parties acknowledge that any allegations of sexual or general harassment shall be dealt with in accordance with the provisions of the University's Fair Treatment Policy.
- 3B.2 The parties to this Agreement agree that the provisions of the University's current Fair Treatment Policy (as of the signing of this collective agreement) shall be binding on the parties and acknowledge that any allegations of unfair treatment, discrimination, or

sexual or personal harassment shall be dealt with in accordance with the provisions of the Fair Treatment Policy.

3B.2.1 The parties agree that any changes to or amendments of this Policy which affect the rights, duties, and responsibilities of Members shall take effect only after consultation with and the approval of the Association.

3B.3 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 Article 34 (Discipline and Dismissal) of this Agreement shall apply.

3B.4 Nothing in this article is intended to inhibit normal social relationships, freedom of expression, or academic freedom.

3B.5 A member retains her rights to grieve any alleged violation of this Agreement that may arise in the application of the Fair Treatment Policy.

### 3C Accommodation

3C.1 The parties acknowledge that the commitment to no discrimination in Article 3A.1 may give rise to the duty to accommodate an individual member. The parties agree that in such circumstances a reasonable accommodation up to the point of undue hardship shall be sought. The parties acknowledge that the process of accommodation is a cooperative one which shall be undertaken in compliance with Nova Scotia's *Human Rights Act*.

3C.2 The parties agree that any accommodation under this article shall be a written agreement between the University and the member, which shall be documented in the member's administrative file. It shall be the member's responsibility to include such documentation in her academic file if she believes it is relevant to an application for appointment, reappointment, tenure, permanence, or promotion.

## **ARTICLE 4: DURATION**

4.1 This Collective Agreement comes into effect on the date of ratification and expires on 30 June, 2015.

4.2 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 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**

- 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**

- 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**

- 7.1 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 a maximum of three (3) alternates, shall be named annually by 30 June.
- 7.2 This committee shall meet as necessary at the written request of either party with ten (10) working days' notice.
- 7.2.1 In lieu of a formal meeting the joint committee may, by agreement of both parties, make decisions via email communication. The written decision shall constitute the official record of the decision.
- 7.3 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 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. Decisions made via email communication shall require agreement of two (2) members of the Administration and two (2) members of the Faculty Association.
- 7.5 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 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. Decisions made via email communication shall be signed by both parties and distributed to the President of the Association, the President of the University, and any affected parties.

#### **ARTICLE 8: PROVISION OF FACILITIES FOR THE ASSOCIATION**

- 8.1 The Employer shall provide the Association the use of an office, including light, heat and cleaning services, free of charge.
- 8.2 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.
- 8.3 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**

- 9.1 The University will provide one unit of course relief to the President of the Faculty Association.
- 9.2 The Association may purchase additional units of course relief at overload stipend rates (as specified in Article 38) for one or more of its members with the agreement of the member's (members') Chair(s)/Director(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**

- 10.1 No member 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.
- 10.2 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.

- 10.3 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.
- 10.4 On or before 1 September of each year, the Employer shall provide to the President of the Association a listing for the current Agreement year of all members of the bargaining unit by name, age, rank, appointment status, date of initial appointment, grid placement and salary. The confidentiality of individual data shall be respected by the Association.

**ARTICLE 11: COPIES OF THE AGREEMENT**

- 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.
- 11.2 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**

- 12.1 As soon as such information is available, the Employer shall provide to the President of the Faculty Association:
- 12.1.1 the annual budget as approved by the Board of Governors;
  - 12.1.2 the annual audited financial statement of the University;
  - 12.1.3 an annual list of part-time faculty contracts issued by the University.

**ARTICLE 13: PAST POLICIES AND PRACTICES OF THE UNIVERSITY**

- 13.1 Subject to the provisions of this Agreement, both parties shall recognize the following as past policies and practices of the University:
- 13.1.1 Member 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 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 Member representation on presidential committees relating to the University's academic function(s) and matters pertaining to the University as a whole, excluding the Senior Executive Team;
- 13.1.4 Member representation on the senior committee responsible for preparation of the budget.

**ARTICLE 14:**

Its contents having been integrated into Article 3, Article 14 has been removed from this Agreement.

**ARTICLE 15: HEALTH, SAFETY AND SECURITY**

- 15.1 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 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 among members of departments with designated laboratory courses, as referenced in Attachment 1.
  - 15.2.2 The members of this committee shall elect a chair or co-chairs from amongst themselves.
  - 15.2.3 The Employer 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.

16A Amalgamation, Consolidation or Merger of the University

16A.1 The Employer shall not sell or transfer in whole or in part the assets of the University, or amalgamate or merge with any other body, during the term of the Agreement without prior consultation with the Association. In the event of the sale, transfer, amalgamation or merger of the University in whole or in part, the terms and conditions of the Agreement shall remain in effect during the life of the Agreement. The Employer will use its best efforts to ensure that after the Agreement has expired:

16A.1.1 All members will be employed by the new Employer and, to the extent possible, in the same Departments as they are employed with the Employer;

16A.1.2 All members will receive the same rank with the new Employer and enjoy the same status and privileges, including tenure/permanence or seniority, which they enjoyed with the Employer;

16A.1.3 So far as possible all rights accrued with the Employer related to sabbatical entitlement, tenure/permanence, seniority, vacation, sick leave and similar benefits will be preserved with the new Employer;

16A.1.4 Conditions of employment and salaries with the new Employer shall be at least on par with the conditions of employment and salaries enjoyed by the members with the Employer.

16B Internal Merger or Closure of Academic Programs and Departments

16B.1 All internal merger or closure of Academic programs requires notice to and consultation with the department or departments in which the program is housed and shall be governed by the relevant approved Senate guidelines regarding the discontinuation and suspension of Academic programs.

16B.2 All members of the bargaining unit affected by a department closure, merger and or amalgamation, shall retain their existing academic status which shall, for purposes of contract renewal, tenure, promotion or discipline, be transferred to an appropriate academic unit.

16B.3 In the event that an academic department is terminated, members of that unit shall be eligible for transfer to other units appropriate to the individual's discipline. The transfer location shall be determined by the Vice-President (Academic) in consultation with the appropriate Dean and the affected member. Once a new unit is identified, the member shall receive a new letter of appointment. There shall be no loss of rank. This letter shall specify the duties associated with the new appointment, and indicate a schedule for attaining the additional knowledge and skills necessary for fulfilling duties associated with the new appointment. The Board shall cover the costs of approved retraining.

16C Internal Reorganization of the Library

16C.1 No librarian members shall be laid off as a result of an internal reorganization or closure of the Library, or one or more of the Library's operational areas for reasons other than financial exigency.

**ARTICLE 17: FINANCIAL EXIGENCY**

17.1 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 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 The Board 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 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. For Lab Instructors the order of lay-off shall be Lab Instructor I and Lab Instructor II.
- 17.17 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 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 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 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 fulfill 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 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 18: APPOINTMENT (FACULTY)**

- 18.1 Appointment of a faculty member shall be to the rank of Lecturer, Assistant Professor, Associate Professor or Professor consistent with the following criteria:
- 18.1.1 Lecturer: possession of a Master's degree or a combination of academic and professional qualifications equivalent to a Master's degree;
  - 18.1.2 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;
  - 18.1.3 Associate Professor: normally possession of a doctorate. In addition, demonstrated competence in teaching and scholarship and/or professional achievement;
  - 18.1.4 Professor: normally possession of a doctorate. In addition, demonstrated competence in teaching, and, a record of significant contribution to the academic or professional discipline.
- 18.2 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. Appointments at the rank of Associate Professor or above shall be with tenure.
- 18.2.1 All appointments with tenure carry with them the need for departmental recommendation and consideration of the criteria contained in Article 20.23.
- 18.3 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 Article 20.
- 18.4 Initial probationary appointments shall normally be for a period of three years and shall terminate on the thirtieth of June.

- 18.5 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.
- 18.6 Appointments with term shall be made for the following purposes only:
- 18.6.1 to replace a faculty member on leave or secondment;
  - 18.6.2 to staff a position funded by a research grant or government programme;
  - 18.6.3 to staff a position in response to an emergency arising from the sudden death, illness or resignation of a member;
  - 18.6.4 to meet a need arising from an enrolment increase, or an anticipated enrolment increase;
  - 18.6.5 to staff a probationary position in the event of an inconclusive search;
  - 18.6.6 to provide for the staffing needs of a new programme;
  - 18.6.7 to staff a position fully funded by an off-campus or distance program of defined duration;
  - 18.6.8 to retain a faculty member following a negative tenure decision (to a maximum of 12 months);
  - 18.6.9 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.
- 18.7 A faculty member who serves in term positions under Articles 18.6.1, 18.6.2, 18.6.3, 18.6.4, 18.6.5, 18.6.8, or 18.6.9 for a total of thirty-six (36) months or more over a four year period shall be offered a probationary appointment and shall be eligible for reappointment and tenure in accordance with the procedures contained in Article 20. A faculty member who serves in term positions under Articles 18.6.6 or 18.6.7 for a total of forty-five (45) months or more over a five year period shall be offered a probationary appointment and shall be eligible for reappointment and tenure in accordance with the procedures contained in Article 20.
- 18.7.1 The provisions of 18.7 shall not apply retroactively to any term positions served prior to 1 July, 2007.
  - 18.7.2 Faculty holding term positions fully funded through off-campus or distance programs of defined duration shall be subject to the provisions of 18.7 effective 1 July, 2013. The provisions of 18.7 shall not apply retroactively to term positions of this type served prior to 1 July, 2013.

- 18.8 All appointments shall be made by a standard letter, signed by the President, accompanied by an employment agreement which shall include:
- 18.8.1 dates of commencement and termination;
  - 18.8.2 rank;
  - 18.8.3 salary;
  - 18.8.4 type (i.e. term, probationary or tenured);
  - 18.8.5 where applicable, the conditions supporting an appointment with term;
  - 18.8.6 nature (i.e. full-time or partial-time);
  - 18.8.7 description of special duties;
  - 18.8.8 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.
- 18.9 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.
- 18.10 When a position in the bargaining unit is available, the following shall occur:
- 18.10.1 A Department Appointments Committee (DAC) shall be formed consisting of either all the eligible faculty members of the Department/Faculty of Education, or in cases where there are more than six eligible members, a minimum of six such members, to be elected by the Department/Faculty of Education. Eligible faculty members shall be those holding probationary or tenured and having no conflicts of interest and able to participate in all aspects of the selection process. The Chair of the Department/Director or her designate shall be the Chair of the DAC;
    - 18.10.1.1 In Departments with fewer than four such members eligible to vote, the Chair, in consultation with the Dean, shall establish an ad hoc DAC, by appointing sufficient eligible members with expertise in the field to bring the membership of the DAC to four.
    - 18.10.1.2 Should a member of the DAC become no longer eligible to serve on the committee, she shall resign immediately. The committee shall not require a replacement member unless the membership becomes fewer than four. In the event that the membership of the DAC becomes fewer than four, the Chair shall appoint an

additional eligible member from within the Department, or, if there is no eligible member of the Department, shall add a member as per Article 18.10.1.1.

- 18.10.2 Faculty hirings shall take place in accordance with Article 3A.
- 18.10.2.1 An annual Fair Hiring Workshop for Deans and members of DACs shall be offered through the office of the Vice-President (Academic) in accordance with the recommendations of the University Employment Equity Plan.
- 18.10.3 The Department Chair/Director, in accordance with the recommendations of her Department/Faculty and the DAC, shall provide the Dean with a draft advertisement specifying the qualifications, areas of competence and teaching load required of the position.
- 18.10.4 The Dean and/or Vice-President(Academic) shall authorize the placement of the final advertisement in the print and/or on-line versions of the *CAUT Bulletin*, the *AUCC University Affairs*, the University's website, and any other print or online publications deemed necessary. The final advertisement shall include reference to this Agreement and the University's Employment Equity statement. No additions or alterations to the qualifications, specific areas of competence and teaching load authorized by the Dean shall be made in the advertisement without prior consultation and the agreement of the DAC.
- 18.10.4.1 In the case of term positions of 12 months or fewer in length, the Dean, in consultation with the Department/Faculty of Education, shall authorize the placement of an advertisement in advertising media appropriate to the discipline.
- 18.10.5 The DAC shall forward a short list of 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. Where a member holding an appointment with term possesses the qualifications and specific areas of competence identified in the advertisement, she shall be placed on the short list and be interviewed for the appointment.
- 18.10.6 Normally, the three top candidates from the short list may take part in the next stage of the selection process; the Dean may authorize additional candidates upon the request of the DAC.

- 18.10.7 The selection process may include activities organized for the purpose of promoting the University to candidates. These activities shall not be part of the interview process and shall not influence the appointment recommendations.
- 18.10.8 All efforts must be made to ensure equal and fair treatment of all candidates, it being understood that parts of the process may need to be tailored to the individual candidate. Each candidate shall be assessed for all requirements of the position. The interview process shall include the following:
- 18.10.8.1 A structured group interview with the DAC which shall include a pre-formulated and standardized set of questions;
  - 18.10.8.2 A presentation of research which may be attended by members of the department, students, and other members of the university community and/or a teaching presentation in a class setting;
  - 18.10.8.3 An opportunity for all probationary and tenured faculty, members holding post-retirement term appointments and continuing and permanent laboratory instructors in the department to submit input to the entire DAC for its consideration;
  - 18.10.8.4 A meeting with the Dean and/or the Vice-President (Academic).
- 18.10.9 The evaluation and ranking of candidates shall be consistent with the criteria listed in the position advertisement as described in Article 18.10.3.
- 18.10.10 The Chair of the DAC, on behalf of the Department/Faculty of Education, 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/Faculty of Education and bear the signature of all members of the DAC. 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, and shall provide confirmation that the procedures laid down in Article 18.10.8 were followed.
- 18.10.11 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/Faculty of Education, the Vice-President (Academic) shall meet with the Dean and the Department Chair/Director to attempt to resolve the matter.

- 18.10.12 On the advice of the Vice-President (Academic), the President shall issue a formal offer of appointment to the candidate. The Employer recognizes the importance of ensuring that offers to candidates are made in a timely fashion, and shall endeavour to make such offers in a timely fashion.
- 18.10.13 Upon acceptance of a probationary appointment new faculty members are eligible to apply for a start-up research grant through the Office of Research. The approval process for such applications shall be expedited to ensure the early availability of funding where approved.
- 18.10.14 Notwithstanding the procedures outlined in 18.10.3 through 18.10.9 above, where a member holding a term appointment is being considered for a further term appointment pursuant to Article 18.6 above, the Chair/Director, having consulted with the Department/Faculty of Education 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).

### **Cross-Appointments**

- 18.11 Where academic circumstances warrant, a member may receive an initial or subsequent appointment to more than one Department. The member shall be based in a primary Department and may have duties or responsibilities in a secondary Department. The member shall receive a cross-appointment only with her written consent, and upon the recommendation of the Departments to which she is appointed.
- 18.12 Before a member agrees to a cross-appointment, she shall meet with the Department Chairs and the Dean(s) to reach an agreement on how the member's work will be shared among the Departments involved. The agreement shall stipulate which Department shall have primary responsibility for the member in academic and administrative matters and the proportion of teaching and service that the member shall perform in each department.
- 18.13 The primary Department shall be responsible for all administrative and academic matters related to the member, including but not limited to appointment, reappointment, tenure, and promotion.
- 18.14 Where a cross-appointment is made as part of a member's initial appointment, the DAC shall consist of all the tenured and probationary members of the primary Department (except as provided in Articles 18.10.1) and one member of the secondary Department, to be elected by its members. Each interviewed candidate shall give a public presentation at which members of both Departments shall have the opportunity to ask questions. The information gleaned through this process, along with written input from the secondary Department, shall complement that provided in the candidates' files and shall be used by the DAC in prioritizing applications.



- 18.15 In the case of reappointment, tenure, and promotion of a cross-appointed member her application shall be evaluated by the DRC of the primary Department, with the addition of one member of the secondary Department, to be elected by its members. Members of the secondary Department shall be invited to review the member's file and provide the DRC with an evaluation of the member according to the criteria set out in Article 20. The DRC shall take into account the evaluations provided by the secondary Department as part of its overall evaluation of the member.
- 18.16 A member holding a cross-appointment shall have the right to attend Department meetings, and to vote, be elected or appointed to committees, in the Departments to which she is cross-appointed.
- 18.17 A member holding a cross-appointment shall have equivalent workload responsibilities to those of members appointed to a single department, as described in Article 23.1. The allocation of teaching assignments and collegial service in each Department shall be agreed upon by the member and the Chair of the primary Department, in consultation with the Chair of the secondary Department, and approved by the Dean(s). The allocation of such duties shall be done fairly, taking into account the following factors:
- 18.17.1 With respect to teaching, the provisions of Articles 23.2 through 23.4, and the need to ensure an equitable division of duties between the primary and secondary Departments that does not disadvantage the member;
- 18.17.2 With respect to collegial service, the need to ensure an equitable division of duties between the primary and secondary Departments that does not disadvantage the member.
- 18.18 Where a disagreement arises between a cross-appointed member and her Chair regarding the allocation of teaching and collegial service, the standard of comparability to the workload of members not holding a cross-appointment shall be the main criterion in determining fairness.

## **ARTICLE 19: APPOINTMENT (LIBRARIANS)**

- 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 its equivalent, 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). Normally, initial appointments shall be probationary; those with permanence shall be reviewed by the University Review Committee for Librarians. Appointments at the rank of Librarian III or above shall be with permanence.
- 19.2.1 All appointments with permanence carry with them the need for departmental recommendation and consideration of criteria contained in Article 21.23.
- 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. Partial-time appointments carry with them a proration of all matters pertaining to contractual considerations, as defined in Article 21.
- 19.4 Initial probationary appointments shall normally be for a period of three years and shall terminate on the thirtieth of June.
- 19.5 When a candidate at the rank of Librarian I is reappointed after 3 years of service it shall be at the rank of Librarian II.
- 19.6 Appointments with term for librarian members shall be made for the following purposes only:
- 19.6.1 to replace a librarian member on leave or secondment;
  - 19.6.2 to staff a library position funded by a research grant or government programme;

- 19.6.3 to staff a library position in response to an emergency arising from the sudden death, illness or resignation of a librarian member;
  - 19.6.4 to meet a need arising from an increase in workload, or an anticipated increase in workload;
  - 19.6.5 to staff a library position in the event of an inconclusive search to fill a probationary position;
  - 19.6.6 to provide for the staffing needs of a new programme or service;
  - 19.6.7 to staff a position fully funded by an off-campus or distance program of defined duration.
  - 19.6.8 to retain a librarian member following a decision not to grant permanence (to a maximum of twelve months);
  - 19.6.9 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.
- 19.7 A librarian member who serves in term positions under Articles 19.6.1, 19.6.2, 19.6.3, 19.6.4, 19.6.5, 19.6.8, or 19.6.9 for a total of thirty-six (36) months or more over a four year period shall be offered a probationary appointment and shall be eligible for reappointment and permanence in accordance with the procedures contained in Article 21. A librarian member who serves in term positions under Articles 19.6.6 or 19.6.7 for a total of forty-five (45) months or more over a five year period shall be offered a probationary appointment and shall be eligible for reappointment and permanence in accordance with the procedures contained in Article 21.
- 19.7.1 The provisions in 19.7 shall not apply retroactively to any term positions served prior to 1 July, 2007.
- 19.8 All appointments of librarian members shall be made by a standard Letter of Appointment, signed by the President, accompanied by an employment agreement which shall include:
- 19.8.1 dates of commencement and termination;
  - 19.8.2 rank;
  - 19.8.3 salary;
  - 19.8.4 type (i.e. term, probationary or permanent);
  - 19.8.5 where applicable, the condition supporting appointment with term;

- 19.8.6 nature (i.e. full-time or partial-time);
  - 19.8.7 description of special duties, including flexible work schedules pursuant to Article 24.3;
  - 19.8.8 any special conditions, including recognition of years of experience or academic and/or professional credentials required for reappointment, promotion or permanence, and/or recognition of up to two years of University experience, as approved by the University Librarian, to count as continuous service towards sabbatical leave.
- 19.9 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.
- 19.10 When a position in the bargaining unit is available, the following shall occur:
- 19.10.1 A Librarian Appointments Committee (LAC) shall be formed consisting of either all the eligible librarian members, or in cases where there are more than six eligible librarian members, a maximum of six such members to be elected by the librarian members. Eligible librarian members shall be those holding probationary or permanent positions and having no conflicts of interest and able to participate in all aspects of the selection process. The LAC shall elect a Chair from among its members.
    - 19.10.1.1 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 eligible tenured or probationary faculty members with expertise in the field to bring the membership of the LAC to four (4).
    - 19.10.1.2 Should a member of the LAC become no longer eligible to serve on the committee, she shall resign immediately. The committee shall not require a replacement member unless the membership becomes fewer than four. In the event that the membership of the LAC becomes fewer than four, the Chair shall appoint an additional eligible member from among the librarian members, or, if there is no eligible member, shall add a member as per Article 19.10.1.1.
  - 19.10.2 Librarian hirings shall take place in accordance with Article 3A.
    - 19.10.2.1 Librarian members are eligible to attend the Annual Fair Hiring Workshop outlined in Article 18.10.2.1.

- 19.10.3 The University Librarian, in consultation with the librarian members and the LAC, shall prepare a draft advertisement specifying the qualifications, areas of competence and any instructional responsibilities required of the position.
- 19.10.4 The Vice-President (Academic) shall authorize the placement of the final advertisement using relevant print and online avenues, and the University's website, outlining the position and its requirements, including any required flexible work schedules, and directing candidates to apply to the University Librarian. The final advertisement shall include reference to this Agreement and the University's Employment Equity statement. No additions or alterations to the qualifications, specific areas of competence and instructional responsibilities authorized by the University Librarian shall be made in the advertisement without prior consultation and the agreement of the LAC.
- 19.10.5 The Chair of the LAC shall forward a short list of 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. Where a member holding an appointment with term possesses the qualifications and specific areas of competence identified in the advertisement, she shall be placed on the short list and be interviewed for the appointment.
- 19.10.6 Normally, the three top candidates from the short list may take part in the next stage of the selection process; the University Librarian may authorize additional candidates upon the request of the LAC.
- 19.10.7 The selection process may include activities organized for the purpose of promoting the University to candidates. These activities shall not be part of the interview process and shall not influence the appointment recommendations.
- 19.10.8 All efforts must be made to ensure equal and fair treatment of all candidates, it being understood that parts of the selection process may need to be tailored to the individual candidate. Each candidate shall be assessed for all requirements of the position. The interview process shall include the following:
- 19.10.8.1 A structured group interview with the LAC which shall include a pre-formulated and standardized set of questions;
  - 19.10.8.2 A presentation of research, professional activity or library innovation which may be attended by all librarian members, students and other members of the university community;

- 19.10.8.3 An opportunity for all probationary and permanent librarians to submit input on candidates to the entire LAC for its consideration;
- 19.10.8.4 A meeting with the University Librarian and/or Vice-President (Academic).
- 19.10.9 The evaluation and ranking of candidates shall be consistent with the criteria listed in the position advertisement as specified in Article 19.10.3.
- 19.10.10 The Chair of the LAC, on behalf of the committee, 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, and bear the signatures of all LAC members. 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 and shall provide confirmation that the procedures in Article 19.10.8 were followed.
- 19.10.11 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 Chair of the LAC 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.
- 19.10.12 On the advice of the Vice-President (Academic), the President shall issue a formal offer of appointment to the candidate. The Employer recognizes the importance of ensuring that offers are made to candidates in a timely fashion, and shall endeavour to make such offers in a timely fashion.
- 19.10.13 Upon acceptance of a probationary appointment new librarian members are eligible to apply for a start-up research grant through the Office of Research. The approval process for such applications shall be expedited to ensure the early availability of funding where approved.
- 19.10.14 Notwithstanding the procedures outlined in Articles 19.10.3 to 19.10.9, where a member holding a term appointment is being considered for a further term appointment, the University Librarian, having consulted with the other Librarians regarding the member's performance of her duties, may make a written recommendation to the Vice-President (Academic) that she be appointed upon approval of the vacancy by the Vice-President (Academic).

## **ARTICLE 20: REAPPOINTMENT, TENURE AND PROMOTION (FACULTY)**

### General

- 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, Faculty, 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).
- 20.2.1 Reappointment, tenure and promotion shall take place in accordance with this Article and Articles 3A and 44. An annual reappointment, tenure/permanence, and promotion workshop for candidates, members of review committees, and Deans shall be offered through the office of the Vice-President(Academic).
- 20.3 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 by the candidate prior to its consideration by the DRC. The candidate shall have access to all written reports received by the Dean and the URC in these evaluation procedures.
- 20.3.1 The academic file shall consist of a letter of application, outlining how the academic file demonstrates that the relevant criteria in each category of evaluation as outlined in Article 20.23 have been met, an up-to-date curriculum vitae following the suggested format, a teaching dossier per Article 20.28.5, and a representative sample, selected by the candidate, of publications arising from her scholarly and/or professional activity. When a candidate applies for promotion to the rank of Professor, the letter of application must be submitted before 31 May.

### Department Review Committee

- 20.4 The Department Review Committee (DRC) shall be constituted according to the following principles:
- 20.4.1 Only faculty members holding probationary, tenured or post-retirement term positions are eligible to serve on DRCs. The DRC shall consist of either all eligible members or, in cases where there are more than six members eligible to vote, a minimum of six such members, to be elected by the Department/Faculty of Education. The Chair of the Department/Director or her designate shall be the Chair of the DRC;

- 20.4.2 When the Department Chair/Director is a candidate for reappointment, tenure or promotion, the members of the DRC shall elect a chair from among themselves;
- 20.4.3 In departments with fewer than four faculty members of the bargaining unit eligible to vote, the DRC shall consist of at least three, and, wherever possible, four faculty members, including all such members of the department except the candidate and a maximum of two eligible faculty members of the bargaining unit with expertise in the field. This Committee shall be chaired by the candidate's Department Chair/Director. Selection of external faculty members shall occur according to the following procedures:
- 20.4.3.1 Where two external faculty members are required, the candidate and the Chair of the DRC shall each designate one member;
- 20.4.3.2 Where one faculty 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 DRC;
- 20.4.3.3 Upon selection of the external faculty member(s), the candidate and the Chair of the DRC shall confirm in writing their satisfaction with the selection process. This confirmation shall be forwarded to the URC as part of the candidate's academic file.
- 20.5 The members of the DRC shall review the candidate's file before meeting to consider the candidate's application for reappointment, tenure or promotion in accordance with the criteria and procedures in this Agreement. After consideration of the candidate's application, the DRC shall make a full, reasoned, written recommendation to the URC concerning her reappointment, tenure or promotion, indicating how the candidate meets or does not meet the criteria required for each category of assessment. The recommendation shall bear the signatures of all members of the DRC who participated in the process. The DRC may solicit further information from the candidate where there are reasonable grounds for doing so. The Committee's written recommendation shall be made to the Chair of the URC, with copies to the candidate and the candidate's Dean.
- 20.5.1 The Office of the Vice-President (Academic) shall make available to the Chair of the DRC a copy of the candidate's letter of application and CV which shall be available at the meeting of the DRC. These shall be returned to the Office of the Vice-President (Academic) when the DRC submits its recommendation to the URC.
- 20.5.2 The candidate may submit a written response to the DRC's recommendation, which may contain information on any change in the status of material already identified in the candidate's letter of application (e.g. material submitted for publication, progress towards a doctoral degree). The response must be submitted



to the Chair of the URC for inclusion in the academic file, with copies to the DRC and Dean.

### Dean's Review

20.6 The candidate's Dean shall review the candidate's file and the recommendation of the DRC before considering 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 URC concerning her reappointment, tenure or promotion accordingly. The Dean's recommendation shall indicate how the candidate meets or does not meet the criteria required for each category of assessment. The Dean may solicit further information from the candidate where there are reasonable grounds for doing so. In cases where the Dean considers the DRC's letter of recommendation insufficiently explicit, she may refer the letter back to the DRC for revision. The Dean's written recommendation shall be made to the Chair of the URC, with copies to the candidate and the Chair of the DRC, who shall make the recommendation available to the DRC members.

20.6.1 The candidate may submit a written response to the Dean's recommendation, which may contain information on any change in the status of material already identified in the candidate's letter of application (e.g. material submitted for publication, or progress towards a doctoral degree). The response must be submitted to the Chair of the URC for inclusion in the academic file, with copies to the DRC and Dean.

### University Review Committee

20.7 The URC shall consist of three (3) 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 view of the recommendations of the DRC and Dean and in accordance with the criteria and procedures in this Agreement. 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/Directors. The URC shall be constituted in the following manner:

20.7.1 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;

20.7.2 One member of the URC shall be elected from each of the Faculties of Arts and Science, Professional Studies, and Education.

20.7.2.1 Should the election not produce a member in one or more constituencies, the Senate Nominations Committee shall hold an

election for a member or members at large from any constituency.

- 20.7.3 The term of all members of the URC shall normally be for a period of three (3) years and shall terminate on the thirtieth of June;
- 20.7.4 Members of the URC shall not serve on DRCs;
- 20.7.5 A member of the URC who applies for promotion during her tenure on the Committee shall resign from the URC before 1 September of the Agreement 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 preceding the Agreement year in which her application will be considered;
- 20.7.6 In the event of the resignation of a member of the URC, replacement shall be by means of a special election. This election shall be held in accordance with the general provisions outlined in Articles 20.7.1 and 20.7.2;
- 20.7.7 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 20.7.6.
- 20.8 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 DRC and the candidate's Dean, and shall invite them to appear before the URC at the same time and, at their option, make representations. The URC may also invite the Chair of the DRC and/or the Dean to appear at a meeting for clarification of their recommendation. Such an invitation shall be given in writing and shall identify the matters requiring clarification.
- 20.9 The URC shall consider a candidate's application for reappointment, tenure or promotion in view of the recommendations of the DRC and Dean and in accordance with the criteria and procedures in this Agreement. The URC shall make a full, reasoned, written recommendation to the President, with copies to the candidate, the Chair of the DRC, and the candidate's Dean. In applications where the recommendation of the URC differs from concurring recommendations of the DRC and the Dean, whether positive or negative, it must provide a full rationale for its decision to differ based on the criteria in the agreement, or on a finding of substantive error or bias.

## President's Review

- 20.10 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:
- 20.10.1 to confirm, without qualification, the recommendation of the URC; or
  - 20.10.2 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).
- 20.11 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 DRC, the candidate's Dean, and the President of the Association within ten (10) working days of receiving the recommendation of the URC.
- 20.12 Where the President directs the case to be considered by a UAC pursuant to Article 20.10.2, 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 DRC, the candidate's Dean, and the President of the Association.
- 20.12.1 When the President directs the case to be considered by a UAC, the candidate has the right to enumerate the grounds for an appeal under any of the grounds defined in Article 20.14. The candidate shall enumerate these grounds in writing to the UAC within ten (10) working days of receiving notice of the President's decision.
- 20.13 Where the President confirms a negative recommendation of the URC pursuant to Article 20.10.1 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 DRC, and the President of the Association of her intention to appeal.
- 20.13.1 When the candidate appeals a negative decision by the URC which is confirmed by the President, the candidate shall enumerate the grounds for the appeal pursuant to Article 20.14 in her notice of appeal.

## Appeals

- 20.14 The grounds on which a candidate may appeal the outcome of the President's Review under 20.10 shall be limited to:

- 20.14.1 Allegations that there were errors in procedure. Procedural grounds include the procedures of this Agreement as they apply to the DRC's, the Dean's, the URC's recommendations and/or the Presidential review.
- 20.14.2 Allegations of substantive error. Substantive grounds include allegations of incorrect application of the criteria in the Collective Agreement.
  - 20.14.2.1 Candidates may only appeal on the basis of substantive grounds in cases where:
    - 20.14.2.1.1 the URC's decision has the effect of terminating employment, or
    - 20.14.2.1.2 the URC's decision conflicts with the recommendations of the DRC and/or the Dean.
- 20.14.3 Allegations that academic freedom as defined in Article 2 has been violated;
- 20.14.4 Allegations that the principles of equity and fairness as defined in Article 3A have been violated.

#### University Appeals Committee

- 20.15 When the President has received notice of appeal, she shall notify the Alternate Dean or appropriate substitute. The Dean shall, within thirty (30) calendar days, ensure the constitution of the UAC under the terms of 20.16.
- 20.16 The following provisions shall govern the constitution of the UAC:
  - 20.16.1 No individual who participated in previous stages of the candidate's evaluation shall be a member of the UAC;
  - 20.16.2 The UAC shall be a three-person panel: one internal faculty member named by the candidate; one internal faculty member named by the URC (without the participation of its Chair); and one internal faculty member chosen from the candidate's Faculty named by the Joint Committee. The Alternate Dean shall act as non-voting Chair. Each member of the committee shall perform the work of the committee in an objective manner.
- 20.17 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.
- 20.18 The following provisions shall govern the operation of the UAC:

- 20.18.1 The UAC may decide by unanimous vote that no hearing is needed because the grounds advanced by the candidate under the provisions of 20.14 are insufficient to warrant an appeal and not material to the URC's decision. In that case it shall not hear the appeal but shall uphold the URC's decision;
- 20.18.2 Where the UAC decides that the grounds advanced by the candidate are sufficient to warrant an appeal, it must give written notice 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 and it must start a hearing within twenty (20) working days;
- 20.18.3 In considering the appeal the UAC shall consider only the evidence which was presented to the URC, and the criteria and procedures in this Agreement;
- 20.18.4 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 20.18.5, and to answer any questions put by the UAC;
- 20.18.5 The UAC by majority vote may call and examine the candidate, the Chair of the DRC, the candidate's Dean, and/or a member of the URC as witnesses at the hearing. With the approval of the Joint Committee, other witnesses may be called. Only the UAC may question witnesses;
- 20.18.6 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;
- 20.18.7 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 ten (10) working days of the conclusion of the hearing in a full, reasoned, written report.
- 20.19 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.
- 20.19.1 If the UAC determines that the grounds for appeal have been substantiated it shall reassess the candidate's application in accordance with the criteria and procedures in this agreement. The UAC must not base its decision on the grounds for appeal alone but rather on an overall assessment of the candidate's application 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.

- 20.20 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.
- 20.21 The employer and the Association shall share equally all costs of business conducted by the UAC.

Criteria — General

- 20.22 Considerations in the assessment of candidates include the principles of equity and fairness in matters of reappointment, tenure, and promotion as set out in Article 3A.
- 20.23 The five (5) criteria by which all candidates for reappointment, tenure, or promotion shall be assessed are:
- 20.23.1 Academic and/or professional credentials as defined in Article 18.1;
  - 20.23.2 Teaching performance;
  - 20.23.3 Scholarly and/or professional activity;
  - 20.23.4 Internal and external collegial service; and
  - 20.23.5 Any special conditions stated in the Letter of Appointment.
- 20.24 Every candidate, whether for reappointment, tenure, or promotion, shall write a letter of application as specified in Article 20.3.1 outlining how her academic file demonstrates that the relevant criteria in each category of evaluation have been met. The letter shall form part of the candidate's academic file.
- 20.24.1 Evidence for the assessment of undergraduate and graduate teaching performance is outlined in Article 20.27 and 20.28. The sole evidence prepared by the candidate for the quality of her teaching shall be a concise teaching dossier as described in Article 20.28.5.
  - 20.24.2 Evidence for the quality of the candidate's scholarly and/or professional activity shall be restricted to a representative sample of work produced over the past five years, or since the candidate was last reviewed for reappointment, tenure, or promotion, whichever is the greater, and an explanation of how the evidence demonstrates that the criteria in Article 20.30 have been met.

20.24.2.1 In the case of applications for promotion to Professor, a broader sample of her work over the course of her career may be desirable.

20.24.2.2 For scholarly productions such as conference papers or published book reviews, and work produced prior to the past five years the candidate's curriculum vitae shall normally be deemed sufficient evidence. Copies of conference papers, conference programs, letters from conference organizers, etc. shall not normally be required.

20.24.3 The candidate's Curriculum Vitae shall normally be deemed sufficient evidence of the candidate's record of internal and external collegial service as defined in Article 20.36, it being understood that the candidate's letter of application must outline how that evidence demonstrates that the criteria in the category of service have been met.

20.25 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.

20.26 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.

#### Criteria — Teaching

20.27 Assessment of teaching performance shall include consideration of the following:

20.27.1 undergraduate and/or graduate teaching;

20.27.2 thesis and project supervision;

20.27.3 instructional and programme development;

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

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

20.28.1 In-class review by department peers;

20.28.2 Peer review of course and program content;

20.28.3 Results of Senate-approved student evaluations in each of the Agreement years since the candidate's last review, or for a period of five such years, whichever is longer;

- 20.28.4 In cases of promotion pursuant to Article 20.48.3, the report of a Teaching Review Committee;
- 20.28.5 A concise teaching dossier, including:
- a statement of the candidate's philosophy of teaching and learning
  - reflections on teaching and evaluations, and future teaching goals
  - a sample of course outlines and instructional materials
  - a list of contributions to curriculum evaluation and development
  - a list of teaching awards/honours, if applicable
  - comment on the supervision and evaluation of theses, directed studies and/or independent studies, practica, work terms, and teacher education programmes, if applicable
  - a representative sample of publications or conference presentations on teaching, if applicable
- 20.29 A candidate for promotion to the rank of Professor wishing to demonstrate sustained excellence and effectiveness as a teacher under the provisions of Article 20.48.3 shall, in addition to the provisions of Article 20.23, be assessed through consideration of at least three of the following:
- 20.29.1 innovation in teaching pedagogy as shown by, for example, the effective use of innovative teaching aids and techniques;
- 20.29.2 scholarly and/or professional activity related to teaching, including books, articles, films, or recordings;
- 20.29.3 significant contributions to program development and curriculum innovation and/or to modes and methodologies for delivery;
- 20.29.4 formal recognition of teaching excellence through receipt of university, regional, or national teaching awards.

Criteria — Scholarly and/or Professional Activity

- 20.30 Scholarly and/or professional activity shall be assessed by considering the extent 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 program and its objectives, and producing its results, and the contribution of the results to knowledge or practice in her field(s).
- 20.31 Subject to the provisions of Article 20.35, the main criterion for assessing a candidate's scholarship and/or professional activity shall be peer review.
- 20.31.1 Non refereed publications may also be considered as evidence of scholarship and/or professional contributions. Work that has been subject to legitimate



external peer review or received documented external peer recognition shall normally be accorded greater overall weight in the assessment.

20.32 Scholarly and/or professional activity to be considered includes:

- Books and monographs;
- Refereed articles in scholarly and/or professional journals;
- Artistic work where relevant to the discipline;
- Working papers;
- Case studies;
- Chapters in books (peer reviewed and/or solicited);
- The award of peer reviewed external grants and/or funding;
- The award of peer reviewed internal grants and/or funding;
- Research reports and briefs to government or other agencies;
- Policy papers;
- Technical reports;
- Papers in conference proceedings;
- Papers presented at conferences and meetings;
- Computer software and documentation;
- Multi-media productions and materials;
- Book reviews for scholarly and/or professional journals;
- Encyclopaedia entries (peer reviewed and/or solicited).

20.32.1 Articles and other work in progress and grant proposals submitted may be considered evidence of an ongoing program of scholarly and/or professional activity.

20.32.2 Some external service activities such as principal editorship of a journal, the refereeing of manuscripts and proposals for publishers, periodicals, and research agencies, and service as external examiner on graduate theses may also be considered evidence of recognition of scholarly and/or professional achievement.

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

20.33 In the context of Article 20.23.3, professional activity is understood to be the application of academic approaches for the advancement of a profession or field of professional practice. Professional activity to be considered may include:

20.33.1 the dissemination of information to the professional field in written form (e.g. briefs, technical reports);

20.33.2 the development of specialized training materials;

- 20.33.3 the development of materials, applications, and methodologies for the practice of the profession (e.g. textbooks, curricula, software, assessment tools, techniques);
  - 20.33.4 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)
- 20.34 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.
- 20.35 While professional activity shall be evaluated by the same procedures as scholarly activity, it is recognized that in addition to the traditional criteria of peer review, criteria may include other documented evidence of the demonstrated impact of the contribution on the practice of the profession or the development and standards for professional practice.

#### Criteria — Service

- 20.36 Internal and external collegial service shall be assessed by considering the extent and effectiveness of the candidate's participation in:
- 20.36.1 Departmental responsibilities;
  - 20.36.2 University or Senate committees;
  - 20.36.3 Administrative activities;
  - 20.36.4 Faculty Association responsibilities;
  - 20.36.5 Extension and public service;
  - 20.36.6 Scholarly and professional organizations.
- 20.37 Extension and public service activities shall only be considered when they are associated with the candidate's departmental or university duties, or with scholarly and/or professional activities.

#### Reappointment

- 20.38 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 a period of two (2) years and shall terminate on the thirtieth of June.

- 20.38.1 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, the member may apply to the Vice-President (Academic) by no later than 31 March prior to the date of notification of automatic reappointment consideration, 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.
- 20.38.2 In accordance with Articles 29.2.8, 29.2a.8, 29.4.6, 29.5.5, 29.7.3 and 29.8.10 a member may elect to defer contractual decisions on reappointment by one year. Subsequent deferrals may be granted with the approval of the Vice-President (Academic). Applications for such deferrals shall not unreasonably be denied.
- 20.39 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 appropriate to her rank.
- 20.40 The timetable for procedures relating to faculty reappointment is as follows:
- 20.40.1 1 MAY: Vice-President (Academic) notifies the candidate of automatic reappointment consideration;
- 20.40.2 15 SEPTEMBER: the candidate's academic file is brought up to date for evaluation;
- 20.40.3 15 OCTOBER: the written recommendation of the DRC is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and Dean;
- 20.40.4 22 OCTOBER: any written response from the candidate to the DRC recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the DRC;
- 20.40.5 7 NOVEMBER: 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 DRC;
- 20.40.6 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 DRC;

- 20.40.7 15 DECEMBER: the URC shall forward its written recommendation to the candidate, the President, the Dean and the;
- 20.40.8 22 DECEMBER: the President shall provide the candidate with her written decision, pursuant to Article 20.10, to take one of the following actions (copies to the URC, Vice-President (Academic), Dean, DRC, President of the Association):
  - 20.40.8.1 to transmit confirmation of the URC recommendation to the Board of Governors; or
  - 20.40.8.2 to send the matter to a UAC, pursuant to 20.10.2;
- 20.40.9 4 JANUARY: where appropriate, the candidate shall provide written notice to send the matter to the University Appeals Committee, pursuant to 20.13.

### Tenure

- 20.41 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.
  - 20.41.1 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 tenure, the member may apply to the Vice-President (Academic) by no later than 31 March prior to the date of notification of automatic tenure consideration, 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.
  - 20.41.2 In accordance with Articles 29.2.8, 29.2a.8, 29.4.6, 29.5.5, 29.7.3 and 29.8.10 a member may elect to defer contractual decisions on tenure by one year. Subsequent deferrals may be granted with the approval of the Vice-President (Academic). Applications for such deferrals shall not unreasonably be denied.
- 20.42 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.
- 20.43 A candidate for tenure shall provide evidence of demonstrated competence in teaching performance, ongoing involvement and achievement in individual or joint scholarly activity and/or professional activity appropriate to her rank, and continuing participation in internal and external collegial service appropriate to her rank.
- 20.44 The timetable for procedures relating to an application for tenure is as follows:

- 20.44.1 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 DRC 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);
- 20.44.2 15 SEPTEMBER: the candidate's academic file is brought up to date for evaluation;
- 20.44.3 15 OCTOBER: the written recommendation of the DRC is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and Dean;
- 20.44.4 22 OCTOBER: any written response from the candidate to the DRC recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the DRC;
- 20.44.5 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 DRC;
- 20.44.6 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 DRC;
- 20.44.7 8 FEBRUARY: the URC shall forward its written recommendation to the candidate, the President, the Dean and the DRC;
- 20.44.8 18 FEBRUARY: the President shall provide the candidate with her written decision, pursuant to Article 20.10, to take one of the following actions (copies to the URC, Vice-President (Academic), Dean, DRC, President of the Association):
  - 20.44.8.1 to transmit confirmation of the URC recommendation to the Board of Governors; or
  - 20.44.8.2 to send the matter to the UAC, pursuant to 20.10.2;
- 20.44.9 4 MARCH: where appropriate, the candidate shall provide written notice to send the matter to the UAC, pursuant to 20.13.

Promotion to Associate Professor

20.45 Promotion to the rank of Associate Professor shall be with tenure.

- 20.45.1 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.
- 20.46 Normally, a member shall serve five (5) years in the Assistant Professor rank before being eligible for promotion to Associate Professor. A candidate for promotion to the rank of Associate Professor shall provide evidence of demonstrated competence in teaching performance, continuing participation in internal and external collegial service appropriate to her rank, and ongoing involvement in individual or joint scholarly activity and/or professional activity appropriate to her rank that has contributed knowledge to her field(s) or discipline(s) through publications or appropriate forms of communication, as defined in Articles 20.30, 20.32 and 20.33.
- 20.47 The timetable for procedures relating to an application for promotion to Associate Professor is as follows:
- 20.47.1 1 APRIL: a candidate for promotion shall give written notice to the Chair of the DRC 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).
- 20.47.2 15 OCTOBER: the candidate's academic file is brought up to date for evaluation;
- 20.47.3 15 NOVEMBER: the written recommendation of the DRC is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and Dean;
- 20.47.4 22 NOVEMBER: any written response from the candidate to the DRC recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the DRC;
- 20.47.5 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 DRC;
- 20.47.6 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 DRC;
- 20.47.7 24 MARCH: the URC shall forward its written recommendation to the candidate, the President, the Dean and the DRC;

- 20.47.8 4 APRIL: the President shall provide the candidate with her written decision, pursuant to Article 20.10, to take one of the following actions (copies to the URC, Vice-President (Academic), Dean, DRC, President of the Association):
- 20.47.8.1 to transmit confirmation of the URC recommendation to the Board of Governors; or
  - 20.47.8.2 to send the matter to the UAC, pursuant to 20.10.2.
- 20.47.9 14 APRIL: the candidate shall provide written notice to send the matter to the UAC, pursuant to 20.13.

#### Promotion to Professor — General

- 20.48 Normally, a member shall serve seven (7) years in the Associate Professor rank before being eligible for promotion to Professor. A candidate for promotion to the rank of Professor shall provide evidence of meeting the criteria for promotion to Professor through either the
- Significant Contribution to Academic and/or Professional Discipline Route, or the
  - Sustained Excellence and Effectiveness as a Teacher Route:
- 20.48.1 A candidate shall indicate which route for promotion she is taking in her written notice to the Chair of the DRC and her Dean that an application is to be made.
- 20.48.2 Significant Contribution to Academic and/or Professional Discipline Route:
- 20.48.2.1 Demonstrated competence in teaching performance.
  - 20.48.2.2 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).
  - 20.48.2.3 Continuing participation in internal and external collegial service appropriate to her rank.
- 20.48.3 Sustained Excellence and Effectiveness as a Teacher Route:
- 20.48.3.1 Sustained excellence and effectiveness as a teacher.
  - 20.48.3.2 Ongoing involvement in individual or joint scholarly activity and/or professional activity appropriate to the rank of Associate Professor that has contributed knowledge to her field(s) or

discipline(s) through publications or appropriate forms of communication.

20.48.3.3 Continuing participation in internal and external collegial service appropriate to her rank.

20.49 An application for promotion to Professor shall include assessment of scholarly and/or professional activity in accordance with Articles 20.48.2.2 or 20.48.3.2 by four external referees who are at arm's-length to the candidate. It shall be the responsibility of the candidate to ensure that external referees, whose independence may be questioned by the DRC, the Dean, or the URC, are at arm's-length. Queries including those from the candidate, as to whether an external referee is at arm's-length, shall be referred to the Joint Committee for adjudication. Where the candidate and the DRC 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:

20.49.1 The candidate and the DRC 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 DRC 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;

20.49.2 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;

20.49.3 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 20.49.1. 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.

- 20.50 The Alternate Dean or her designate shall provide each external referee with a package of material for assessment that shall include the candidate's letter of application, along with the following documents:
- 20.50.1 a cover letter, prepared by the Dean, specifying the appropriate standard to be used by the assessor in evaluating the candidate's scholarly and/or professional activity, pursuant to Article 20.48;
  - 20.50.2 a copy of the candidate's curriculum vitae, provided by the candidate;
  - 20.50.3 a sample of the candidate's scholarly and/or professional work, selected and provided by the candidate;
  - 20.50.4 for candidates applying for promotion through the Sustained Excellence and Effectiveness as a Teacher Route, a copy of the candidate's teaching dossier.

Promotion to Professor - Significant Contribution to Academic and/or Professional Discipline Route

20.51 The timetable for procedures relating to an application for promotion to Professor under the provisions of Article 20.48.2 is as follows:

20.51.1 1 APRIL: a candidate for promotion shall give written notice to the Chair of the DRC and her Dean that an application is to be made on the basis of significant contribution to academic and/or professional discipline. Within two weeks, the Dean shall forward a list of candidates for promotion to the Vice-President (Academic).

20.51.1.1 The selection process for external referees shall begin immediately. The Chair of the DRC shall contact the candidate to begin the process outlined in Article 20.49;

20.51.2 15 MAY: the Alternate Dean or appropriate substitute shall confirm the names of the external referees who have agreed to serve. The candidate and the Chair of the DRC shall confirm in writing their satisfaction with the final list, in accordance with Article 20.49.1;

20.51.3 31 MAY: the candidate shall forward her letter of application to the Vice-President (Academic) for inclusion in her academic file, and shall forward to the Alternate Dean a package of materials for external review pursuant to Articles 20.50.2 and 20.50.3, together with a copy of her letter of application;

- 20.51.4 15 JUNE: the Alternate Dean shall send packages as specified in Article 20.50 to the external reviewers;
- 20.51.5 15 OCTOBER: the candidate's academic file is brought up to date for evaluation, and the Vice-President (Academic) shall place the external references in the candidate's academic file. The candidate may provide an update to her letter of application in a separate document. The letter of application as sent to the external reviewers must remain in the file;
- 20.51.6 22 OCTOBER: any written response from the candidate to the external references must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the DRC.
- 20.51.7 15 NOVEMBER: the written recommendation of the DRC is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and Dean;
- 20.51.8 22 NOVEMBER: any written response from the candidate to the DRC recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the DRC;
- 20.51.9 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 DRC;
- 20.51.10 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 DRC;
- 20.51.11 24 MARCH: the URC shall forward its written recommendation to the candidate, the President, the Dean and the DRC;
- 20.51.12 4 APRIL: the President shall provide the candidate with her written decision, pursuant to Article 20.10, to take one of the following actions (copies to the URC, Vice-President (Academic), Dean, DRC, President of the Association):
  - 20.51.12.1 to transmit confirmation of the URC recommendation to the Board of Governors; or
  - 20.51.12.2 to send the matter to the UAC, pursuant to 20.10.2.
- 20.51.13 14 APRIL: the candidate shall provide written notice to send the matter to the UAC, pursuant to 20.13.

## Promotion to Professor — Sustained Excellence and Effectiveness as a Teacher Route

- 20.52 The teaching performance of a candidate for promotion to Professor under the provisions of Article 20.48.3 shall be assessed by a Teaching Review Committee which shall be constituted in accordance with the provisions of Article 20.53. The assessment of scholarly and/or professional activity by external referees, as provided for in Article 20.49, may, include an assessment of the candidate's scholarly and/or professional activity related to teaching, if this is a component of the candidate's file. The materials sent to the external referees shall include the candidate's teaching dossier.
- 20.53 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 two (2) members from each Faculty.
- 20.53.1 The Teaching Review Committee shall consist of three (3) faculty members chosen from the list of Teaching Evaluators, none of whom shall be a member in the candidate's department. In the case of candidates from the Faculty of Education a maximum of one (1) faculty member of that Faculty may serve on the Teaching Review Committee, provided that they do not teach in the same program area as the candidate.
- 20.53.2 To establish the Teaching Review Committee, the Alternate Dean shall ask the candidate to choose one name from the current list of Teaching Evaluators, and shall ask the URC to choose two names from the same list;
- 20.53.3 The candidate and the URC may each submit the name of one person on the list of selected reviewers whom they do not wish to serve on the Teaching Review Committee;
- 20.53.4 The Alternate Dean shall contact the three chosen Teaching Evaluators and ask them to conduct a 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.
- 20.54 The function of the Teaching Review Committee is to assess the candidate's teaching performance which shall include consideration of those criteria in Articles 20.27, 20.28, and 20.29. For the purposes of this assessment, the Teaching Review Committee shall have access to the same materials sent to the external reviewers according to Article 20.50.
- 20.55 Guided by the general principle outlined in Article 20.54, The Teaching Review Committee shall:
- 20.55.1 examine those aspects of the candidate's letter submitted under Article 20.24 which address how the evidence submitted in support of her application

demonstrates that the standard given in Article 20.48.3 has been met. The letter shall be placed in the candidate's file by the Alternate Dean.

- 20.55.2 examine the candidate's course outlines, Senate-approved teaching evaluations for the five most recent years excluding sabbaticals or other leaves, and the candidate's teaching dossier which shall be placed in the candidate's file by the Alternate Dean.
  - 20.55.3 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.
  - 20.55.4 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.
  - 20.55.5 submit a written assessment of the candidate's teaching performance, signed by all three members, to the Alternate Dean for inclusion in the candidate's file.
- 20.56 The timetable for procedures relating to an application to Professor under the provisions of Article 20.48.3 is as follows:
- 20.56.1 1 APRIL: a candidate for promotion shall give written notice to the Chair of the DRC and her Dean that an application is to be 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).
    - 20.56.1.1 The selection process for external referees shall begin immediately. The Chair of the DRC shall contact the candidate to begin the process outlined in Article 20.49;
  - 20.56.2 15 APRIL: the Alternate Dean shall initiate selection of the Teaching Review Committee, pursuant to Articles 20.53.2 and 20.53.3. The Committee shall be in place within two weeks;
  - 20.56.3 15 MAY: the Alternate Dean or appropriate substitute shall confirm the names of the external referees who have agreed to serve. The candidate and the chair of the DRC shall confirm in writing their satisfaction with the final list, in accordance with Article 20.49.1;
  - 20.56.4 31 MAY: candidate shall forward her letter of application to the Vice-President (Academic) for inclusion in her academic file, and shall forward to

the Alternate Dean a package of materials for external review pursuant to Articles 20.50.2, 20.50.3 and 20.50.4, together with a copy of her letter of application;

- 20.56.5 15 JUNE: the Alternate Dean shall send packages as specified in Article 20.50 to external referees;
- 20.56.6 15 JUNE: In accordance with Article 20.54, the Alternate Dean shall make available to the Teaching Review Committee the same package of material provided to the external reviewers under Article 20.50.
- 20.56.7 10 SEPTEMBER: candidate and Teaching Review Committee select five (5) possible dates between 15 September and 1 November on which the Teaching Review Committee shall conduct two (2) in-class assessments of the candidate's teaching, pursuant to Article 20.55.4. 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;
- 20.56.8 15 NOVEMBER: the candidate's academic file is brought up to date for evaluation, including the report of the Teaching Review Committee, and the Vice-President (Academic) shall place the external references in the candidate's academic file. The candidate may provide updates to her letter of application and teaching dossier. These updates shall be provided in a separate document. The teaching dossier and letter of application as sent to the external reviewers must remain in the file.
- 20.56.9 22 NOVEMBER: any written response from the candidate to the external references and/or the Report of the Teaching Review Committee must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and DRC.
- 20.56.10 15 DECEMBER: the written recommendation of the DRC is forwarded to the Chair of the URC for inclusion in the academic file; copies to the candidate and Dean;
- 20.56.11 7 JANUARY: any written response from the candidate to the DRC recommendation must be received by the Chair of the URC for inclusion in the academic file; copies to the Dean and the DRC;
- 20.56.12 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 DRC;
- 20.56.13 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 DRC;

- 20.56.14 24 MARCH: the URC shall forward its written recommendation to the candidate, the President, the Dean and the DRC;
- 20.56.15 4 APRIL: the President shall provide the candidate with her written decision, pursuant to Article 20.10, to take one of the following actions (copies to the URC, Vice-President (Academic), Dean, DRC, President of the Association):
  - 20.56.15.1 to transmit confirmation of the URC recommendation to the Board of Governors; or
  - 20.56.15.2 to send the matter to the UAC, pursuant to 20.10.2.
- 20.56.16 14 APRIL: the candidate shall provide written notice to send the matter to the UAC, pursuant to 20.13.

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

General

- 21.1 The following clauses 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: Librarians, University Librarian, and University. 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).
  - 21.2.1 Reappointment, permanence and promotion shall take place in accordance with this Article and Articles 3A and 44. An annual reappointment, tenure/permanence, and promotion workshop for candidates, members of review committees, and Deans/University Librarian shall be offered through the office of the Vice-President (Academic).
- 21.3 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 by the candidate prior to its consideration by the LRC. The candidate shall have access to all written reports received by the University Librarian and the URCL in these evaluation procedures.
  - 21.3.1 The academic file shall consist of a letter of application, outlining how the academic file demonstrates that the relevant criteria in each category of evaluation as outlined in 21.23 have been met, an up-to-date curriculum vitae

following the suggested format, a dossier per Article 21.28.1, and a representative sample, selected by the candidate, of publications arising from her scholarly and/or professional activity. When a candidate applies for promotion to the rank of Librarian IV, the letter of application must be submitted before 31 May.

#### Librarians' Review Committee

- 21.4 The LRC, shall be constituted according to the following principles:
- 21.4.1 Only members holding probationary, permanent or post-retirement term positions are eligible to serve on the LRC;
  - 21.4.2 The LRC shall consist of either all eligible members, or in cases where there are more than six members eligible to vote, a minimum of six such members, except the candidate and those member(s) serving on the URCL. Members of the Committee shall elect a Chair from amongst themselves.
  - 21.4.3 Where the number of librarian members eligible to vote is fewer than four, the LRC shall consist of all such members (except as limited by 21.7.2 and 21.7.6), and a maximum of two non-librarian members in order to bring the LRC to at least three and, whenever possible, four members.
    - 21.4.3.1 Where two external members are required, the candidate and the Chair of the LRC shall each designate one member;
    - 21.4.3.2 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 LRC;
    - 21.4.3.3 Upon selection of the external member(s), the candidate and the Chair of the LRC shall confirm in writing their satisfaction with the selection process. This confirmation shall be forwarded to the URCL as part of the candidate's academic file.
- 21.5 The members of the LRC shall review the candidate's file before meeting to consider the candidate's application for reappointment, permanence or promotion in accordance with the criteria and procedures in this Agreement. After consideration of the candidate's application, the LRC shall make a full, reasoned, written recommendation to the URCL concerning her reappointment, permanence or promotion, indicating how the candidate meets, or does not meet the criteria required for each category of assessment. The recommendation shall bear the signature of all members of the LRC who participated in the process. The LRC may solicit further information from the candidate where there are reasonable grounds for doing so. The Committee's written recommendation shall be

made to the Chair of the URCL, with copies to the candidate and the University Librarian.

- 21.5.1 The Office of the Vice-President (Academic) shall make available to the Chair of the LRC a copy of the candidate's letter of application and CV which shall be available at the meeting of the LRC. These shall be returned to the Office of the Vice-President (Academic) when the LRC submits its recommendation to the URCL.
- 21.5.2 The candidate may submit a written response to the LRC's recommendation, which may contain information on any change in the status of material already identified in the candidate's letter of application (e.g. material submitted for publication, progress towards a degree). The response must be submitted to the Chair of the URCL for inclusion in the academic file, with copies to the LRC and the University Librarian.

#### University Librarian's Review

- 21.6 The University Librarian shall review the candidate's file and the recommendation of the LRC before considering 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 accordingly. The University Librarian's recommendation shall indicate how the candidate meets, or does not meet the criteria required for each category of assessment. The University Librarian may solicit further information from the candidate where there are reasonable grounds for doing so. In cases where the University Librarian considers the LRC's letter of recommendation insufficiently explicit, she may refer the letter of recommendation back to the LRC for revision. 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 LRC who shall make the recommendation available to the LRC members.
  - 21.6.1 The candidate may submit a written response to the University Librarian's recommendation, which may contain information on any change in the status of material already identified in the candidate's letter of application (e.g. material submitted for publication, or progress towards a degree). The response must be submitted to the Chair of the URCL for inclusion in the academic file, with copies to the LRC and University Librarian.

#### University Review Committee for Librarians

- 21.7 The URCL (University Review Committee for Librarians) shall consist of two (2) tenured/permanent members of 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 view of the recommendations of the LRC and the University Librarian and in accordance with the criteria and procedures in this



Agreement. 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 most recent LRC Chair. The URCL shall be constituted in the following manner:

- 21.7.1 Both members of the URCL 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;
  - 21.7.2 Where the number of librarian members is six or more, the two elected positions on the URCL shall be held by librarian members;
  - 21.7.3 Where the number of librarian members is less than six, one elected position shall be held by a librarian member, the other by a non-librarian faculty member;
  - 21.7.4 The term of all members of the URCL shall normally be for a period of three (3) years and shall terminate on the thirtieth of June;
  - 21.7.5 Librarian members of the URCL shall not serve on the Librarians' Review Committee;
  - 21.7.6 A librarian member of the URCL who is a candidate for 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 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;
  - 21.7.7 In the event of the resignation of a librarian member of the URCL, replacement shall be by means of a special election. This election shall be held in accordance with the general provisions outlined in 21.7.3.
  - 21.7.8 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 21.7.1 through 21.7.3.
- 21.8 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 LRC and the University Librarian, and shall invite them to appear before

the Committee at the same time and, at their option, make representations. The URCL may also invite the Chair of the LRC and/or the University Librarian to appear at a meeting for clarification of their recommendation. Such an invitation shall be given in writing and shall identify the matters requiring clarification.

- 21.9 The URCL shall consider a candidate's case for reappointment, permanence or promotion in view of the recommendations of the LRC and University Librarian and in accordance with the criteria and procedures in this Agreement. The URCL shall make a full, reasoned, written recommendation to the President, with copies to the candidate, the Chair of the LRC, and the University Librarian. In applications where the recommendation of the URCL differs from concurring recommendations of the LRC and the University Librarian, whether positive or negative, it must provide a full rationale for its decision to differ based on the criteria in the agreement, or on a finding of substantive error or bias.

#### President's Review

- 21.10 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:
- 21.10.1 To confirm, without qualification, the recommendation of the URCL; or
  - 21.10.2 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).
- 21.11 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 LRC, the University Librarian, and the President of the Association within ten (10) working days of receiving the recommendation of the URCL.
- 21.12 Where the President directs the case to be considered by a UAC pursuant to Article 21.10.2, 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 LRC, the University Librarian, and the President of the Association.
- 21.12.1 When the President directs the case to be considered by a UAC, the candidate has the right to enumerate the grounds for an appeal under any of the grounds defined in Article 21.14. The candidate shall enumerate these grounds in writing to the UAC within ten (10) working days of receiving notice of the President's decision.

21.13 Where the President confirms a negative recommendation of the URCL pursuant to Article 21.10.1 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 LRC, and the President of the Association of her intention to appeal.

21.13.1 When the candidate appeals a negative decision by the URCL which is confirmed by the President, the candidate shall enumerate the grounds for the appeal pursuant to Article 21.14 in her notice of appeal.

### Appeals

21.14 The grounds on which a candidate may appeal the outcome of the President's Review under 21.10 shall be limited to:

21.14.1 Allegations that there were errors in procedure. Procedural grounds include the procedures of this Agreement as they apply to the LRC's, University Librarian's, URCL's recommendation and/or the Presidential review.

21.14.2 Allegations of substantive error. Substantive grounds include allegations of incorrect application of the criteria in the Collective Agreement.

21.14.2.1 Candidates may only appeal on the basis of substantive grounds in cases where:

21.14.2.1.1 the URCL's decision has the effect of terminating employment, or

21.14.2.1.2 the URCL's decision conflicts with the recommendations of the LRC and/or the University Librarian.

21.14.3 Allegations that academic freedom as defined in Article 2 has been violated;

21.14.4 Allegations that the principles of equity and fairness as defined in Article 3 have been violated.

### University Appeals Committee

21.15 When the President has received notice of appeal, she shall notify the Alternate Dean or appropriate substitute. The Dean shall, within thirty (30) calendar days, ensure the constitution of the UAC under the terms of 21.16.

21.16 The following provisions shall govern the constitution of the UAC:

- 21.16.1 No individual who participated in previous stages of the candidate's evaluation shall be a member of the UAC;
- 21.16.2 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; The Alternate Dean shall act as non-voting Chair. Each member of the committee shall perform the work of the committee in an objective manner.
- 21.17 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.
- 21.18 The following provisions shall govern the operation of the UAC:
- 21.18.1 The UAC may decide by unanimous vote that no hearing is needed because the grounds advanced by the candidate under the provisions of 21.14 are insufficient to warrant an appeal and not material to the URCL's decision. In that case it shall not hear the appeal but shall uphold the URCL's decision;
- 21.18.2 Where the UAC decides that the grounds advanced by the candidate are sufficient to warrant an appeal, it must give written notice 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, and must start a hearing within twenty (20) working days;
- 21.18.3 In considering the appeal the UAC shall consider only the evidence which was presented to the URCL, and the criteria and procedures in this Agreement;
- 21.18.4 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 21.18.5, and to answer any questions put by the UAC;
- 21.18.5 The UAC by majority vote may call and examine the candidate, the Chair of the LRC, the University Librarian, and/or a member of the URCL as witnesses at the hearing. With the approval of the Joint Committee, other witnesses may be called. Only the UAC may question witnesses.
- 21.18.6 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;

- 21.18.7 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 ten (10) working days of the conclusion of the hearing in a full, reasoned, written report.
- 21.19 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.
- 21.19.1 If the UAC determined that the grounds for appeal have been substantiated it shall reassess the candidate's application in accordance with the criteria and procedures in this Agreement. The UAC must not base its decision on the grounds for appeal alone but rather on an overall assessment of the candidate's application and the criteria for appointment, permanence, or promotion. It may not recommend that reappointment, permanence, or promotion be granted solely on the basis of a procedural error.
- 21.20 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.
- 21.21 The employer and the Association shall share equally all costs of business conducted by the UAC.

#### Criteria - General

- 21.22 Considerations in the assessment of candidates include the principles of equity and fairness in matters of reappointment, tenure, and promotion as set out in Article 3A.
- 21.23 The six (6) criteria by which a candidate for reappointment, permanence, or promotion may be assessed are:
- 21.23.1 Academic and/or professional credentials as defined in Article 19.1;
- 21.23.2 Professional practice, which may include the teaching of LIBR courses;
- 21.23.3 Administrative service;
- 21.23.4 Scholarly and/or professional activity;
- 21.23.5 Internal and external collegial service; and
- 21.23.6 Any special conditions stated in the Letter of Appointment.

- 21.24 Academic and professional credentials, professional practice, scholarly and/or professional activity, and internal and external collegial service shall be assessed for all candidates. In addition, candidates may provide evidence of administrative service.
- 21.25 Every candidate, whether for reappointment, permanence, or promotion, shall write a letter as specified in Article 21.3.1 outlining how her academic file demonstrates that the relevant criteria in each category of evaluation have been met. The letter shall form part of the candidate's academic file.
- 21.25.1 Evidence for the assessment of professional practice is outlined in Article 21.28. The sole evidence prepared by the candidate for the assessment of professional practice shall be a concise dossier as described in Article 21.28.1 and the teaching dossier as described in 21.28.2.4.
- 21.25.2 Evidence for the quality of the candidate's scholarly and/or professional activity shall be restricted to a representative sample of work produced over the past five years, or since the candidate was last reviewed for reappointment, permanence, or promotion, whichever is greater, and an explanation of how the evidence demonstrates that the criteria in Article 21.30 have been met.
- 21.25.2.1 In the case of applications for promotion to Librarian IV, a broader sample of her work over the course of her career may be desirable.
- 21.25.2.2 For scholarly productions such as conference papers or published book reviews, and work produced prior to the past five years the candidate's curriculum vitae shall normally be deemed sufficient evidence. Copies of conference papers, conference programs, letters from conference organizers, etc. shall not normally be required.
- 21.25.3 The candidate's curriculum vitae shall normally be deemed sufficient evidence of the candidate's record of internal and external collegial service as defined in Article 21.36, it being understood that the candidate's letter of application must outline how that evidence demonstrates that the criteria in the category of service have been met.
- 21.26 Information obtained through electronic surveillance devices will not be used in any evaluation of a member's performance of professional practice, research, or collegial service in any, permanence, or promotion proceeding.
- 21.27 In evaluating a candidate's application for reappointment, permanence or promotion, the payment or non-payment of a fee for work shall not be a factor in assessing the value of that work.

## Criteria – Professional Practice

21.28 Professional practice shall be assessed by peer review.

21.28.1 Evidence for the assessment of professional practice shall take the form of a dossier and shall include:

- a statement of the candidate's reflections and commentary on her work as professional librarian;
- a representative sample of her work as a professional librarian.

21.28.2 When a librarian has completed teaching assignments as part of her professional practice, teaching performance shall be assessed as part of her professional practice and may include consideration of the following:

21.28.2.1 In-class review by department peers;

21.28.2.2 Peer review of course and program content;

21.28.2.3 Results of Senate-approved student evaluations since the candidate's last review, or five years, whichever is longer;

21.28.2.4 A concise teaching dossier, including:

- a statement of the candidate's philosophy of teaching and learning
- reflections on teaching and evaluations, and future teaching goals
- a sample of course outlines and instructional materials
- a list of contributions to curriculum evaluation and development
- a list of teaching awards/honours, if applicable
- comment on the supervision and evaluation of theses, directed and/or independent studies, practica, work terms, and teacher education programmes, if applicable
- a representative sample of publications or conference presentations on teaching, if applicable

## Criteria – Administrative Services

21.29 Administrative service within the library shall be assessed by considering:

21.29.1 Type of administrative duties; and

21.29.2 Supervisory responsibilities.

## Criteria- Scholarly and/or Professional Activity

21.30 Scholarly activity and/or professional activity shall be assessed by considering the extent of the candidate's participation in and contribution to an individual or joint programme 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).

21.31 Subject to the provisions of Article 21.35 the main criterion for assessing a candidate's scholarship and/or professional activity shall be peer review.

21.31.1 Non-refereed publications may also be considered as evidence of scholarship and/or professional activity. Work that has been subject to legitimate external peer review or received documented external peer recognition shall normally be accorded greater overall weight in the assessment.

21.32 Scholarly and/or professional activity to be considered includes:

- Books and monographs;
- Refereed articles in scholarly and/or professional journals;
- Artistic work where relevant to the discipline;
- Working papers;
- Case studies;
- Chapters in books (peer reviewed and/or solicited);
- The award of peer reviewed external grants and/or funding;
- The award of peer reviewed internal grants and/or funding;
- Research reports and briefs to government or other agencies;
- Policy papers;
- Technical reports;
- Papers in conference proceedings;
- Papers presented at conferences and meetings;
- Computer software and documentation;
- Multi-media productions and materials;
- Book reviews for scholarly and/or professional journals;
- Encyclopedia entries (peer reviewed and/or solicited).

21.32.1 Articles and other work in progress and grant proposals submitted may be considered evidence of an ongoing program of scholarly and/or professional activity.

21.32.2 Some external service activities such as principle editorship of a journal, the refereeing of manuscripts and proposals for publishers, periodicals, and research agencies, and service as external examiner on graduate theses may also be considered evidence of recognition of scholarly and/or professional achievement.



- 21.32.3 Course notes do not constitute evidence of scholarly or professional achievement.
- 21.33 In the context of Article 21.23.4, professional activity is understood to be the application of academic approaches for the advancement of a profession or field of professional practice. Professional activity to be considered may include:
- 21.33.1 the dissemination of information to the professional field in written form (e.g. briefs, technical reports, directories, newsletter entries, information sheets etc.);
  - 21.33.2 the development of specialized training materials;
  - 21.33.3 the development of materials, applications, and methodologies for the practice of the profession (e.g. textbooks, curricula, software, assessment tools, techniques);
  - 21.33.4 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)
- 21.34 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.
- 21.35 While professional activity shall be evaluated by the same procedures as scholarly activity, it is recognized that in addition to the traditional criteria of peer review, criteria may include other documented evidence of the demonstrated impact of the contribution on the practice of the profession or the development and standards for professional practice.

#### Criteria – Internal and External Collegial Service

- 21.36 Internal and external collegial service shall be assessed through consideration of the extent and effectiveness of the candidate's participation in:
- 21.36.1 Departmental responsibilities;
  - 21.36.2 University or Senate committees;
  - 21.36.3 Administrative activities;
  - 21.36.4 Faculty Association responsibilities;

- 21.36.5 Extension and public service;
  - 21.36.6 Scholarly and professional organizations.
- 21.37 Extension and public service activities shall only be considered when they are associated with the candidate's departmental or university duties, or with scholarly and/or professional activities.

### Reappointment

- 21.38 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 a period of two (2) years and shall terminate on the thirtieth of June. Such reappointments shall be at the rank of Librarian II.
- 21.38.1 Where major changes in library organization results in a significantly greater workload which may be detrimental to a member's being able to meet the criteria for reappointment, the member may apply to the Vice-President (Academic) by no later than 31 March prior to the date of notification of automatic reappointment consideration, to defer such contractual decisions by one year. Following consultation with the University Librarian, the Vice-President (Academic) will forward her decision in writing to the member no later than 15 April of the same year.
  - 21.38.2 In accordance with Articles 29.2.8, 29.2a.8, 29.4.6, 29.5.5, 29.7.3 and 29.8.10 a member may elect to defer contractual decisions on reappointment by one year. Subsequent deferrals may be granted with the approval of the Vice-President (Academic). Applications for such deferrals shall not unreasonably be denied.
- 21.39 A candidate for reappointment shall provide evidence of satisfactory professional practice appropriate to the number of years of her professional experience, the initiation of involvement in individual or joint scholarly activity and/or professional activity appropriate to her rank, and participation in internal and external collegial service appropriate to her rank.
- 21.40 The timetable for procedures relating to consideration for reappointment is as follows:
- 21.40.1 1 MAY: Vice-President (Academic) notifies the candidate of automatic reappointment consideration;
  - 21.40.2 15 SEPTEMBER: the candidate's academic file is brought up to date for evaluation;

- 21.40.3 15 OCTOBER: the written recommendation of the LRC is forwarded to the Chair of the URCL for inclusion in the academic file; copies to the candidate and University Librarian;
- 21.40.4 22 OCTOBER: any written response from the candidate to the LRC recommendation must be received by the Chair of the URCL for inclusion in the academic file; copies to the University Librarian and the LRC;
- 21.40.5 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 LRC;
- 21.40.6 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 LRC;
- 21.40.7 15 DECEMBER: the URCL shall forward its written recommendation to the candidate, the President, the University Librarian and the LRC;
- 21.40.8 22 DECEMBER: the President shall provide the candidate with her written decision, pursuant to Article 21.10, to take one of the following actions (copies to the URCL, University Librarian, LRC, President of the Association):
  - 21.40.8.1 To transmit confirmation of the URCL recommendation to the Board of Governors; or
  - 21.40.8.2 To send the matter to the University Appeals Committee, pursuant to 21.10.2.
- 21.40.9 4 JANUARY: where appropriate, the candidate shall provide written notice to send the matter to the University Appeals Committee, pursuant to 21.13.

### Permanence

- 21.41 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.
  - 21.41.1 Where major changes in library organization results in a significantly greater workload which may be detrimental to a member's being able to meet the criteria for permanence, the member may apply to the Vice-President (Academic) by no later than 31 March prior to the date of notification of automatic permanence consideration, to defer such contractual decisions by

one year. Following consultation with the University Librarian, the Vice-President (Academic) will forward her decision in writing to the member no later than 15 April of the same year.

- 21.41.2 In accordance with Articles 29.2.8, 29.2a.8, 29.4.6, 29.5.5, 29.7.3 and 29.8.10 a member may elect to defer contractual decisions on permanence by one year. Subsequent deferrals may be granted with the approval of the Vice-President (Academic). Applications for such deferrals shall not unreasonably be denied.
- 21.42 A librarian member may apply for permanence at any time before her fifth year of service with the University only on the basis of previous professional library service.
- 21.43 A candidate for permanence shall provide evidence of demonstrated competence in professional practice appropriate to the number of years of her professional experience, ongoing involvement and achievement in individual or joint scholarly activity and/or professional activity appropriate to her rank, and continuing participation in internal and external collegial service appropriate to her rank. Evidence of additional academic qualifications or administrative service may be presented for consideration.
- 21.44 The timetable for procedures relating to consideration for permanence is as follows:
- 21.44.1 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 LRC 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);
  - 21.44.2 15 SEPTEMBER: the candidate's academic file is brought up to date for evaluation;
  - 21.44.3 15 OCTOBER: the written recommendation of the LRC is forwarded to the Chair of the URCL for inclusion in the academic file; copies to the candidate and University Librarian;
  - 21.44.4 22 OCTOBER: any written response from the candidate to the LRC recommendation must be received by the Chair of the URCL for inclusion in the academic file; copies to the University Librarian and the LRC;
  - 21.44.5 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 LRC;

- 21.44.6 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 LRC;
- 21.44.7 8 FEBRUARY: the URCL shall forward its written recommendation to the candidate, the President, the University Librarian and the LRC;
- 21.44.8 18 FEBRUARY: the President shall provide the candidate with her written decision, pursuant to Article 21.10, to take one of the following actions (copies to the URCL, University Librarian, LRC, President of the Association):
  - 21.44.8.1 To transmit confirmation of the URCL recommendation to the Board of Governors; or
  - 21.44.8.2 To send the matter to the University Appeals Committee, pursuant to 21.10.2.
- 21.44.9 4 MARCH: where appropriate, the candidate shall provide written notice to send the matter to the UAC, pursuant to 21.13.

Promotion to Librarian III

- 21.45 Promotion to the rank of Librarian III shall be with permanence.
  - 21.45.1 Members holding the rank of Librarian II may make a single application for permanence and promotion to Librarian III. If the member meets the criteria for Librarian III, permanence shall also be granted. Notwithstanding the above, the LRC, the University Librarian, and/or the URCL may determine that it is appropriate to award permanence but not promotion to Librarian III.
- 21.46 Normally, a librarian member shall serve five (5) years in the Librarian II rank before being eligible for promotion to Librarian III.
- 21.47 A candidate for promotion to Librarian III shall provide evidence of demonstrated competence in professional practice appropriate to the rank and to the number of years of her professional experience, ongoing involvement in individual or joint scholarly and/or professional activity, appropriate to her rank, that has contributed knowledge to her field(s) or discipline(s) through publications or appropriate forms of communication, as defined in Articles 21.31, 21.32, and 21.33, and continuing participation in internal and external collegial service appropriate to her rank. Evidence of additional academic qualifications or administrative service may be presented for consideration.
- 21.48 The timetable for procedures relating to an application for promotion to Librarian III is as follows:

- 21.48.1 1 APRIL: a candidate for promotion shall give written notice to the Chair of the LRC 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).
- 21.48.2 15 OCTOBER: the candidate's academic file is brought up to date for evaluation;
- 21.48.3 15 NOVEMBER: the written recommendation of the LRC 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 NOVEMBER: any written response from the candidate to the LRC recommendation must be received by the Chair of the URCL for inclusion in the academic file; copies to the University Librarian and the LRC;
- 21.48.5 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;
- 21.48.6 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 LRC;
- 21.48.7 24 MARCH: the URCL shall forward its written recommendation to the candidate, the President, the University Librarian and the LRC;
- 21.48.8 4 APRIL: the President shall provide the candidate with her written decision pursuant to Article 21.10, with copies to the URCL, the University Librarian, the LRC and the President of the Association, to take one of the following actions:
- 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 UAC, pursuant to 21.10.2.
- 21.48.9 14 APRIL: where appropriate, the candidate shall provide written notice to send the matter to the UAC, pursuant to Article 21.13.

#### Promotion to Librarian IV

- 21.49 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.

- 21.50 A candidate for promotion to Librarian IV shall provide evidence of continuing performance in all categories of assessment consistent with the rank of Librarian III 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.
- 21.51 In addition to the requirements outlined in 21.50, an application for promotion to Librarian IV shall include assessments of professional practice and scholarly and/or professional activity by four external referees who are at arm's-length to the candidate. It shall be the responsibility of the candidate to ensure that external referees, whose independence may be questioned by the LRC, the University Librarian, or the URCL, are at arm's-length. Queries, including those from the candidate, as to whether an external referee is at arm's-length to the candidate shall be referred to the Joint Committee for adjudication. Where the candidate and the LRC 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.
- 21.51.1 The selection of external referees shall follow the same procedures as for promotion to Professor (Article 20.49), 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.
- 21.51.2 All communication with the external referees shall be through the Alternate Dean or appropriate substitute, as provided in Article 20.49.2.
- 21.51.3 Where there is a ruling that an external referee is not at arm's length at any pointing the application process, the provisions of Article 20.49.3 shall apply.
- 21.52 The timetable for procedures relating to an application for promotion to Librarian IV is as follows:
- 21.52.1 1 APRIL: a candidate for promotion shall give written notice to the Chair of the LRC 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).
- 21.52.1.1 The selection process for external referees shall begin immediately. The Chair of the LRC shall contact the candidate to begin the process outlined in Article 21.51.
- 21.52.2 15 MAY: The Alternate Dean or appropriate substitute shall confirm the names of the external referees who have agreed to serve. The candidate and the Chair of the LRC shall confirm in writing their satisfaction with the final list, in accordance with Article 21.51.1.
- 21.52.3 31 MAY: the candidate shall forward her letter of application to the Vice-President (Academic) for inclusion in her academic file, and shall forward to

the Alternate Dean a package of materials for external review pursuant to Article 21.51, together with a copy of her letter of application;

- 21.52.4 15 JUNE: the Alternate Dean shall send packages as specified in Article 21.51 to the external reviewers;
- 21.52.5 15 OCTOBER: the candidate's academic file is brought up to date for evaluation and the Vice-President (Academic) shall place the external references in the candidate's academic file. The candidate may provide an update to her letter of application in a separate document. The letter of application as sent to the external reviewers must remain in the file;
- 21.52.6 22 OCTOBER: any written response from the candidate to the external references must be received by the Chair of the URCL for inclusion in the academic file; copies to the University Librarian and the LRC;
- 21.52.7 15 NOVEMBER: the written recommendation of the LRC is forwarded to the Chair of the URCL for inclusion in the academic file; copies to the candidate and University Librarian;
- 21.52.8 22 NOVEMBER: any written response from the candidate to the LRC recommendation must be received by the Chair of the URCL for inclusion in the academic file; copies to the University Librarian and the LRC;
- 21.52.9 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 LRC;
- 21.52.10 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 LRC;
- 21.52.11 24 MARCH: the URCL shall forward its written recommendation to the candidate, the President, the University Librarian and the LRC;
- 21.52.12 4 APRIL: the President shall provide the candidate with her written decision pursuant to Article 21.10, 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:
  - 21.52.12.1 To transmit confirmation of the URCL recommendation to the Board of Governors; or
  - 21.52.12.2 To send the matter to the University Appeals Committee, pursuant to 21.10.2.



21.52.13 14 APRIL: where appropriate, the candidate shall provide written notice to send the matter to the University Appeals Committee, pursuant to Article 21.13.

## **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). Only the academic file shall be made available to those evaluating the member for reappointment, tenure/ permanence, and promotion.
- 22.2 The academic file shall contain documents pertinent to a member's application(s) for reappointment, tenure/permanence, and promotion. This shall include recommendations of the Departmental Review Committee/Librarians' Review Committee/Departmental Review Committee for Lab Instructors, the Dean/University Librarian, and the University Review Committee/University Review Committee for Librarians/University Review Committee for Lab Instructors 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, 21 and 48B. It is understood that all documents pertaining to previous applications will remain in the file, except for supporting evidence provided by the candidate, which will be returned to the candidate after a final decision in the case has been made. Except as provided in Article 20.56.7, no additional material apart from the candidate's response(s) to recommendations of the DRC/LRC/DRCLI and/or Dean/University Librarian shall be added to the Academic file during a review under Article 20, Article 21 or 48B.
- 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 be informed in writing of any additions to or deletion of material from her administrative file within five (5) working days of the addition or deletion, with the exception of documents pertaining to leaves as described in 22.3, copies of overload teaching or DLCE contracts, and routine financial information. When a document is addressed or copied to a member and is also clearly copied to the administrative file, the provisions of this article shall be taken as met.
- 22.5 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.

- 22.6 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.
- 22.7 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:
- 22.7.1 tabulated results of Senate-approved, quantitative teaching evaluations by students;
  - 22.7.2 non-statistical responses to Senate-approved teaching evaluations by students;
  - 22.7.3 external assessors' reports on grant applications and scholarly and/or professional works submitted for publication or publication grants.

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

- 23.1 The following elements constitute faculty workload: teaching and academic advising; scholarly and/or professional activity; internal and external collegial service. Workload shall include participation in all three areas.
- 23.2 In order to promote scholarship and/or professional activity, and subject to the following provisions, the normal teaching load for full time probationary and tenured faculty members shall be one and one-half (1.5) units in one term and one (1) unit in the other term, to a maximum of two and one half (2.5) units per academic year. Each half-unit of load shall consist of 36 to 39 contact hours.
- 23.2.1 Retroactive to July 1, 2009, a faculty member whose teaching load is defined in Article 23.2 for the academic year in which they have an approved six-month sabbatical shall be required to teach, at most, three (3) courses during the term that does not fall within the sabbatical leave period. For the next approved six month sabbatical, the faculty member shall be required to teach two (2) courses during the term that does not fall within the sabbatical leave period. This pattern shall continue for all subsequent approved six month sabbaticals.
  - 23.2.2 The normal teaching load of members holding partial appointments or on partial retirement shall be a pro-rated share of three (3) units per academic year; The normal teaching load of members holding appointments with term under the provisions of Article 18.6 shall be three (3) units per academic year;
  - 23.2.3 Where a member takes on administrative or service duties over and above the normal administrative and service requirements of workload, the Dean may authorize a reduction in a member's teaching load and inform the Chair and the Faculty Association;

- 23.2.4 Effective July 1, 2011, the Employer shall provide funding to the Committee on Research and Publications to fund ten (10) half-unit release time awards as per the Senate Release Time Awards Policy;
  - 23.2.4.1 A member receiving a release time award under the Senate Release Time Awards Policy shall not be eligible to teach an overload.
- 23.2.5 The provisions of Article 23.2 do not apply to members whose workload is specified in Article 45;
- 23.2.6 Where a member with a normal teaching load of two and one-half (2.5) units per academic year under the provisions of this article does not demonstrate a level of scholarship and/or professional activity appropriate for her rank and discipline, the Dean may increase her normal teaching load to three (3) units per academic year, subject to the following provisions:
  - 23.2.6.1 The Dean shall only invoke the provisions of 23.2.6 on the basis of her review of two consecutive Annual Reports prior to the allocation of teaching for the following academic year. The Dean shall send a written report of her decision with accompanying rationale to the member by October 31st preceding the date at which the new teaching load will take effect;
  - 23.2.6.2 Where a member's teaching load is increased under the provisions of Article 23.2.6, she may apply to the Dean to reinstate a normal teaching load of two and one-half (2.5) units per academic year on the basis that her Annual Report now demonstrates a level of scholarship and/or professional activity appropriate for her rank and discipline.
- 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 sessions. A member shall have the right to one complete term free of teaching duties in each 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 By April 30, individual teaching assignments shall be agreed upon by the member and her department Chair/Director with the approval of her Dean. The allocation of teaching assignments shall be done fairly, and in accordance with Article 3A, taking into consideration the following factors:

- 23.4.1 The scheduling of teaching times;
  - 23.4.2 The size of classes;
  - 23.4.3 The number of different preparations, including consideration of the preparation time required for courses offered by a faculty member for the first time, including consideration of the member's area of expertise;
  - 23.4.4 Type of course (e.g. lecture, lecture with lab, seminar, distance education, off campus);
  - 23.4.5 The extent to which the course requires technology-enabled delivery modes;
  - 23.4.6 The availability or otherwise of teaching support (e.g. markers, graduate student assistants);
  - 23.4.7 The fulfilment of program curricular requirements;
  - 23.4.8 Administrative and supervisory responsibilities at the University assigned with the approval of the Dean;
  - 23.4.9 Responsibilities for academic co-ordination and/or supervision of co-operative education and practicum placements or internship education programmes.
- 23.5 Each hour of laboratory period is equivalent to one-half (0.5) of a contact hour when taught by a faculty 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 member shall submit an annual report on her workload activities during the period 1 July – June 30. The report shall list teaching as specified in Article 20.27, scholarly and/or professional activity as specified in Articles 20.32 through 20.35, service as specified in article 20.36 and outside professional activities as specified in Article 30.3. The report shall be no more than two pages in length, and shall be submitted to the Dean, with a copy to the member's Chair, no later than 1 September following the period reported on. The Dean shall review and return to her a signed copy of her Report, copied to her Department Chair, no later than 30 September or within thirty days of receipt if not received by 1 September. The Dean may include qualitative comments with the returned annual report. In the event that a member has not received qualitative comments from the Dean with the returned annual report, she may request them. A member may provide a response to the Dean's comments.
- 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 15th of each year, by the appropriate Dean, for reporting of all such academic duties that will be completed by the end of the current Agreement year. All academic duties eligible for course relief must be reported to the appropriate Dean by

February 15th of that year. There shall be no entitlement to course relief for duties that are not reported in the Agreement year that the work is completed.

- 23.7.1 Supervision of Master's theses: for every three completed theses, one-half unit; Supervision of PhD dissertations: for every three completed dissertations, one 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 master's projects: for every ten completed masters' projects, one-half unit;
  - 23.7.5 Supervision of directed studies and/or independent 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 studies and/or independent studies per Agreement year;
  - 23.7.6 Supervision of challenge examinations or portfolio assessment: for every twenty-five completed examinations or half-credits assessed, 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 co-op or practice 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 thirty-five 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. With the permission of the Dean, this relief may be taken concurrently in the term in which supervision is being undertaken by the member.
- 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 to her Dean, with copies to her

Chair by 1 December preceding the academic year in which she intends to claim the course relief. 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 Members must take any half-unit entitlements within two (2) years of their accumulation. Any course relief entitlement not taken during that period shall be taken as payout as provided in Article 23.10 below.
- 23.10 In lieu of such course relief, members may choose to request from their Dean a payout once each calendar year, which shall be calculated using the rate for overload stipends specified in the collective agreement in effect when the entitlements were earned. 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.
- 23.11 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 member teach more than one full unit during the summer sessions.
- 23.12 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.
- 23.13 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 23.11. Members teaching overload under the provisions of this article shall receive compensation in accordance with the provisions of Article 38.15.
- 23.14 The following positions carry with them an entitlement to course relief on the following basis:
- 23.14.1 Faculty Co-ordinator, Centre for Women in Business: one-half unit per academic year;
  - 23.14.2 Chair of the Joint Master's Graduate Admissions and Programme Committee in Women's Studies: one-half unit per academic year;
  - 23.14.3 Chair of the University Research Ethics Board: one-half unit per academic year.

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

- 24.1 The following elements constitute Librarian members' workload: professional practice (the provision of information services to library users and the technical services required to deliver these information services); scholarly and/or professional activity, and internal and external collegial service. Professional practice may include the teaching of one half-

unit LIBR course per Agreement year. In addition, a librarian member's workload may include administrative service.

- 24.1.1 To facilitate scholarly and/or professional activity members are entitled to sixteen (16) off-campus or on-campus research days per Agreement year.
- 24.1.2 Time taken under 24.1.1:
  - 24.1.2.1 may not be carried beyond June 30 of an Agreement year;
  - 24.1.2.2 may be taken at a rate of two days or less per month, or banked and taken in larger blocks;
  - 24.1.2.3 shall be handled as part of normal scheduling procedures if time taken is two days or less per month;
  - 24.1.2.4 shall be scheduled with the University Librarian by June 30 of each Agreement year if a block of time taken is greater than two days per month.
- 24.1.3 No member is required to teach an overload. Where such an assignment is undertaken, the member shall teach no more than one half unit of overload per year and shall be compensated in accordance with Article 38.15.
- 24.2 Each librarian member shall submit an annual report on her workload activities during the period 1 May – 30 April. The report shall list library duties; scholarly and/or professional activity as specified in Articles 21.32 through 21.35; service as specified in Article 21.36; administrative service when applicable, as specified in Article 21.29; and teaching when applicable as specified in Article 24.1. The report shall be submitted to the University Librarian no later than 1 June following the period reported on. The University Librarian shall review and return to her a signed copy of her report. The University Librarian may include qualitative comments with the returned annual report. In the event that a member has not received qualitative comments from the Dean with the returned annual report, she may request them. A member may provide a response to the University Librarian's comments.
- 24.3 The normal hours of work for Librarian members hired prior to and including 2001 are 35 hours per week, scheduled Monday through Friday between 9:00 and 17:00 hours.
- 24.4 The normal hours of work for Librarian members hired after 2001 are 35 hours per week. A new Librarian member's Letter of Appointment shall specify any flexible scheduling requirements of her position, including 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.

- 24.5 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:
- 24.5.1 One weekend shift shall be equivalent to seven (7) hours release time;
  - 24.5.2 One holiday weekend shift shall be equivalent to ten and one-half (10.5) hours release time.
- 24.6 Where a member is required to provide library service outside her normal hours of work, she shall be compensated at a rate of one hour of release time for each hour worked. Where a member is required to provide library service at off-campus locations, she shall be compensated at a rate of one hour of release time for each hour of travel time outside her normal hours of work.
- 24.7 The scheduling of work assignments, including shifts, shall be done by the University Librarian in consultation with the member, and approved by the Vice-President (Academic). This scheduling shall be based on a fair allocation of professional duties among all Librarian members.

## **ARTICLE 25: DISTANCE EDUCATION**

- 25.1 The Department of Distance Learning and Continuing Education (DLCE) shall coordinate the development and delivery of distance education credit courses according to the following:
- 25.1.1 All courses developed, re-developed, revised and delivered through DLCE shall be with the consent of the member and the agreement of her Chair and Dean;
  - 25.1.2 The development, complete re-development, revision or delivery of a distance education course shall be governed by the terms and conditions of a DLCE contract authorized by the Dean and issued by the Office of the Vice-President (Academic). 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 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 The development or complete re-development of a distance education course using information and communication technology in accordance with criteria provided by



DLCE shall be considered equivalent to the workload of teaching the same course, and may be undertaken either as part of the member's regular workload or on an overload basis. When carried out on an overload basis this work shall be compensated in accordance with the overload stipend as specified in Article 38.15. Where the member requests, the Dean, after consulting with the member's Chair, may approve course relief in lieu of the overload stipend.

25.3.1 Compensation for the revision of a distance course shall be a pro-rated share of the compensation specified in 25.3, the amount to be determined by the Dean in consultation with DLCE, the member and her Chair. A copy of the contract shall be forwarded to the President of the Faculty Association.

25.4 Teaching a distance education course (with the exception of teaching the rebroadcast of a televised course), may be undertaken as part of the member's regular workload or on an overload basis. Compensation for overload teaching shall be as specified in Article 38.15.

25.5 Compensation for the rebroadcast of a televised distance course shall be as follows:

25.5.1 The course developer shall receive a royalty fee of \$250

25.5.2 The member teaching the course shall receive the sum of \$125 per student enrolled in a half-unit course or \$250 per student enrolled in a full-unit

## **ARTICLE 26: SUPPORT OF TEACHING AND RESEARCH DUTIES**

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. 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 the Canada Revenue Agency, 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**

27.1 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.

- 27.2 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 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**

- 28.1 Members shall be entitled to four weeks official vacation during each Agreement year of service. 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/Director (or the University Librarian).
- 28.5 On termination of employment at the University the member shall be deemed to have taken all vacation entitlement. A librarian or lab instructor, 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**

### 29.1 Sabbatical Leave

- 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 tenured or permanent full-time member with six years of service at the University without interruption in employment (including up to two years of previous University service as specified in a Letter of Appointment) but excluding time spent on any unpaid leave or long-term disability, is eligible to apply 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 may also apply for a sabbatical research allowance of up to \$3000 as specified in Article 29.1.4.
- 29.1.3 A tenured or permanent full-time member with three years of service at the University without interruption to employment (excluding time spent on any unpaid leave or long-term disability) is eligible to apply for a six-month sabbatical leave at 80% of salary. Members approved for such sabbatical leave may also apply for a sabbatical research allowance of up to \$1500 as specified in Article 29.1.4.
- 29.1.4 Members may apply for 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, by submitting an estimate of expenses. Examples of such expenses are:
- 29.1.4.1 the cost of travel to the principal place or places of research during the sabbatical leave, or on field trips connected with the research;
  - 29.1.4.2 costs associated with change of residence (e.g. moving and storage);
  - 29.1.4.3 conference expenses, including the cost of travel, registration, and accommodation;
  - 29.1.4.4 the cost of equipment, books, and supplies.

- 29.1.5 Payment of the sabbatical research allowance shall normally be made on the first pay period immediately following commencement of the member's sabbatical leave. A member taking a 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 Canada Revenue Agency for income tax purposes.
- 29.1.6 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/Director, 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, and the member; in such cases the sabbatical research allowance specified in 29.1.2 and 29.1.3 shall be pro-rated.
- 29.1.7 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 Dean may recommend that leave be granted six months in advance of the member's entitlement, it being understood that the accumulation of credit towards a subsequent leave shall only commence after the time when the leave would normally have ended.
- 29.1.8 By 1 June prior to 1 October preceding the Agreement year 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.
- 29.1.9 By 1 October preceding the Agreement 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/Director. This application shall include:
- 29.1.9.1 A statement of eligibility and the period of sabbatical leave applied for;

- 29.1.9.2 A detailed and fully documented statement of the proposed sabbatical research programme and its intended results;
- 29.1.9.3 Evidence of any external funding applied for or secured in support of the research programme.
- 29.1.10 Where an eligible member wishes to defer applying for sabbatical leave specified in Article 29.1.2 she shall apply to the Dean (or University Librarian) and the Vice-President (Academic) by 1 October, stating the requested length of the deferral and the reasons for the request.
- 29.1.11 Where a member wishes to defer applying for sabbatical leave specified in Article 29.1.3, she may automatically do so. 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.
- 29.1.12 The application shall be forwarded to the Dean through the Department Chair/Director who shall, after consultation with Department members or librarians, advise the Dean (or University Librarian) on the scheduling of the leave. The Dean shall consult with the Chair/Director regarding the application for sabbatical leave or deferral and the department's ability to meet its academic requirements in the event the application is successful. Applications from Librarian members shall be forwarded directly to the University Librarian. The Dean (or University Librarian) shall provide by 30 October the Vice-President (Academic) with a recommendation summarizing 29.1.9.1 to 29.1.9.3 regarding the application for sabbatical leave or deferral, with a copy to the Chair/Director and the candidate. When the Chair/Director is a candidate for sabbatical leave, the Dean shall consult with an individual designated by the Department at the request of the Chair/Director for such purpose.
- 29.1.13 The Vice-President (Academic) shall provide the President with a recommendation regarding the application for sabbatical leave by 15 November.
- 29.1.14 The President shall advise the member in writing of her decision by 30 November, with a copy to the President of the Faculty Association and the Vice-President (Academic).
- 29.1.15 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.

- 29.1.16 Either the member or the Employer may request that a sabbatical leave already approved under Article 29.1.14 be deferred for up to two years. Such a deferral shall be arranged between a member and her Dean (or the University Librarian) and shall be subject to the following conditions:
- 29.1.16.1 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;
  - 29.1.16.2 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/Director;
  - 29.1.16.3 no subsequent application need be made if the research programme remains the same;
  - 29.1.16.4 the years of deferral shall be credited towards eligibility for subsequent sabbatical leave;
  - 29.1.16.5 When an approved sabbatical is deferred at the request of the Employer, the member shall receive an additional 5% of salary for each year of deferral.
- 29.1.17 A member on sabbatical leave is eligible for internal research and travel funding.
- 29.1.18 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.
- 29.1.19 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.
- 29.1.20 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.
- 29.1.21 A member on sabbatical leave does not retain any elected or appointed position on University bodies or committees.

- 29.1.22 A member on sabbatical leave shall not teach at the University, but may supervise undergraduate or graduate students at her discretion.
- 29.1.23 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.
- 29.1.24 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.
- 29.1.25 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 Pregnancy Leave

- 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 pregnancy leave during which the Employer shall provide a benefit to probationary or tenured members in accordance with the following:
- 29.2.2.1 The member must apply 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 pregnancy leave.
- 29.2.3 Pregnancy leave shall commence no later than the date of birth.



- 29.2.4 Any member on pregnancy 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.
- 29.2.5 A member intending to take pregnancy leave shall inform her Chair/Director, 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 pregnancy 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 23.13.
- 29.2.6 Should a pregnancy result in medical complications before or after the commencement of pregnancy leave, the sick leave provisions of this Article shall apply.
- 29.2.7 Where a member returns from pregnancy leave during the fall or winter term, her individual teaching assignments shall be agreed upon by the member and her Department Chair/Director with the approval of the Dean.
- 29.2.8 A member who has taken pregnancy 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 20.38.2 and 20.41.2 or Article 21.38.2 and 21.41.2.
- 29.2.9 As soon as such information is available, the Employer shall provide the President of the Association with the names of members granted pregnancy leave and where appropriate, copies of notice to defer reappointment or tenure/permanence pursuant to 29.2.8.

#### 29.2a Parental Leave

- 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 pregnancy leave. The member may request that pregnancy leave and parental leave be consecutive;
- 29.2a.1.2 Spouses or partners of birth mothers 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.1.4 Where both parents are members, they may choose to share the maximum primary care giver entitlement in accordance with the rules governing the EI benefit.
- 29.2a.2 The Employer shall provide a benefit to a maximum of twenty-six (26) weeks including pregnancy leave for probationary or tenured/permanent members in accordance with the following:
  - 29.2a.2.1 The member must apply 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/Director, 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 23.13.
- 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/Director with the approval of the Dean.
- 29.2a.7 A member who is a secondary caregiver, 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/Director, 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 23.13.
- 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 20.38.2 and 20.41.2 or Article 21.38.2 and 21.41.2.
- 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

- 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 23.13.
- 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/Director, 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

- 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/Director, 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/Director (or the University 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 23.13.
- 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 20.38.2 and 20.41.2 or Article 21.38.2 and 21.41.2.
- 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

- 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 calendar days after which Long Term Disability benefits will come into effect if applicable.
- 29.5.2 A member shall inform her Chair/Director 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, including the anticipated date of return to work, from a licensed physician is forwarded to Human Resources. A member shall ensure that, before her return to work, a fitness to return to work assessment from a licensed physician is forwarded to Human Resources. Human Resources will provide a summary of non-private information on such sick leave to the Dean (or the University Librarian) and Vice-President (Academic) for inclusion in her administrative file.

- 29.5.3 A member who is ineligible for consideration under a Long Term Disability insurance program and needs to extend her sick leave beyond 119 calendar days, shall inform her Chair/Director and Dean/University Librarian as early as such notice is possible and before the 119<sup>th</sup> day of sick leave. The member shall provide sufficient medical evidence, as determined by an independent third party, for inclusion in her administrative file.
- 29.5.4 A member who extends her sick leave under Article 29.5.3 shall not receive salary and benefits from the University for the period of the extension, but shall be eligible to participate in the benefit plans at her own cost in accordance with the terms and conditions of the plans.
- 29.5.5 Where a member agrees to assume an overload in the event of sick leave, such overload shall be subject to the provisions of 23.13.
- 29.5.6 A member who has been absent from her duties for two (2) consecutive years, and who is either receiving long-term disability benefits or who is ineligible to receive Long Term Disability insurance and who has extended her sick leave under Article 29.5.3, shall be deemed to have ceased her employment with the University and her membership in the bargaining unit, subject to review, on a case by case basis, of the duty to accommodate.
- 29.5.7 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 20.38.2 and 20.41.2 and Article 21.38.2 and 21.41.2.
- 29.5.8 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.

#### 29.6a Bereavement Leave

- 29.6a.1 A member shall be entitled to two weeks bereavement 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 another member agrees to assume an overload in the event of such an absence, such overload shall be subject to the provisions of 23.13.
- 29.6a.2 The member shall inform her Chair/Director, Dean (or the University Librarian), and the Vice-President (Academic), of the need to take bereavement leave as soon as possible.

- 29.6a.3 As soon as such information is available, the Employer shall provide the Association with the names of members on bereavement leave and the terms of such leaves.
- 29.6a.4 The Dean (or University Librarian) may authorize an extension to the period of bereavement leave upon request by the Member or her designated representative.

#### 29.6b Family Emergency Leave

- 29.6b.1 In the case of emergencies in a member's personal or family life other than the death of a member of her immediate family, the Dean may authorize up to 5 days of paid leave. The member shall make the request to the Dean (or University Librarian), with notification to the Chair/Director. The Dean (or University Librarian) may authorize additional family emergency leave upon request by the member.
- 29.6b.2 For the purposes of Article 29.6a and 29.6b "immediate family" shall include spouse, children, parents, father-in-law, mother-in-law, brother, or sister of the member. Requests for leave with respect to other individuals whom the member considers to be like immediate family may also be authorized by the Dean (or University Librarian).

#### 29.7 Training, Retraining, and Educational Leaves

##### **General**

- 29.7.1. 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.
- 29.7.2 A member who is granted any leave funded by the Employer under this article undertakes to return to the University for a period confirmed in writing prior to the commencement of the leave. If the member fails to return, she must reimburse the University for the full costs, including salary, tuition, expenses, transportation and any replacement costs, as agreed in writing prior to the commencement of the retraining leave.

- 29.7.3 A member on a leave under this article 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 20.38.2 and 20.41.2 or Article 21.38.2 and 21.41.2.
- 29.7.4 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.

### **Training or Retraining Leave**

- 29.7.5 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.
- 29.7.6 A member may apply to the Vice-President (Academic) for leave for the purpose of retraining in a new field, or of upgrading her skills in an existing field. The length and conditions of this leave shall be negotiated by the member and the Vice-President (Academic), with advice from her Chair/Director and Dean (or the University Librarian). The Association shall be notified of such negotiations and of the final arrangements concluded.

### **Doctoral Educational Leave**

- 29.7.7 In those departments where the Vice-President (Academic) determines that it is difficult to recruit persons with doctoral degrees, a member may apply to the Vice-President (Academic) for leave for the purpose of obtaining a doctoral degree. The length and conditions of this leave shall be negotiated by the member and the Vice-President (Academic), with advice from the Chair/Director and Dean (or the University Librarian). The Association shall be notified of such negotiations and of the final arrangements concluded.

## **29.8 Leave of Absence Without Pay**

- 29.8.1 A member may apply for and the University may grant leave of absence without pay. Leaves may be approved for reasons of study, research, visiting appointments, or bona fide personal or professional reasons. Leaves shall not be granted for the purpose of accepting a tenure-stream or permanent appointment with another employer.



- 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 purchase certain benefits from the BeneFlex benefits plan as determined by the insurance carrier, but shall not receive a BeneFlex credit from the Employer.
- 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/Director 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/Director, 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/Director 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/Director, Dean (or the University Librarian) and the Vice-President (Academic) no later than four months 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 20.38.2 and 20.41.2 or Article 21.38.2 and 21.41.2.
- 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**

- 30.1 The employer recognizes that participation by a faculty member in outside professional activities beyond the university (in areas such as government, industry, business, and the profession) is desirable when such participation contributes to the member's professional and scholarly development.
- 30.2 For the purposes of this article, "outside professional activities" are defined as:
- 30.2.1 Paid employment in any capacity by another employer, including carrying out teaching duties
  - 30.2.2 Consulting
  - 30.2.3 Private practice of the member's profession
  - 30.2.4 Self-employment
- 30.3 A member engaging in such activities shall report by 1 July to her Dean (or the University Librarian), with a copy to her Chair/Director, on their nature and scope.
- 30.4 A member may engage in paid or unpaid outside professional activities under the following conditions:
- 30.4.1 Such activities shall not conflict or interfere with the performance of the member's assigned duties and responsibilities, as described in this Agreement;
  - 30.4.2 A member shall not devote more than one (1) work day per week to such activities in any academic year;

- 30.4.3 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/Director, 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.
- 30.5 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.
- 30.6 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.

**ARTICLE 31: DEPARTMENT CHAIRS/DIRECTORS**

- 31.1 In all Departments: in consultation with her Department, the Chair, a full voting member of the Department, shall:
- 31.1.1 Call and chair Department meetings at least four times per regular academic year to establish internal policy, and prepare recommendations for appropriate University bodies;
  - 31.1.2 Circulate an agenda and supporting materials to Department members no later than five (5) working days before each Department meeting;
  - 31.1.3 Oversee the orderly administration of the Department, including the maintenance of Departmental records
  - 31.1.4 Oversee the evaluation of part-time faculty members in accordance with procedures specified in the Collective Agreement between the Employer and CUPE 3912;
  - 31.1.5 Prepare and monitor the Departmental budget;
  - 31.1.6 Develop a two-year timetable of course offerings for the department;
    - 31.1.6.1 In consultation with individual Department members including laboratory instructors, and with the approval of the Dean, allocate the teaching duties and other responsibilities of Department members as per Articles 23.3, 23.4, and 49.4.

- 31.1.7 Facilitate and supervise the development and planning of academic policy and programs;
- 31.1.8 Prepare an annual report for the period of July 1 – June 30 for submission to the appropriate Dean by 15 July of each academic year;
- 31.1.9 Where appropriate, establish and maintain relations with external professional organizations;
- 31.1.10 Inform Department members of communications from Administration;
- 31.1.11 Encourage teaching, research, and collegial service;
- 31.1.12 Organize faculty advising of students enrolled in Departmental programs;
- 31.1.13 Make recommendations to the Dean on filling part time positions in the Department;
- 31.1.14 Expedite Departmental recommendations of appointment, reappointment, promotion and tenure in accordance with the provisions of Articles 18 and 20;
- 31.1.15 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.
- 31.1.16 Act as “Managing Supervisor” for assigned University employees in accordance with NSGEU Local 81 collective agreement and communicate with Human Resources as required.

## **DIRECTORS**

- 31.2 In the Faculty of Education: in consultation with the faculty members, the Director of Teacher Education / Director of Graduate Education, a full voting member of the Faculty, shall:
  - 31.2.1 Call and chair Bachelor of Education Committee/Graduate Committee meetings at least four times per regular academic year to establish internal policy and prepare recommendations for appropriate University bodies;
  - 31.2.2 Circulate an agenda and supporting materials to faculty members no later than five (5) working days before each Committee meeting;
  - 31.2.3 Oversee the orderly administration of the Teacher Education and Graduate Education programs, including the maintenance of program records

- 31.2.4 Oversee the evaluation of part-time faculty members in accordance with procedures specified in the Collective Agreement between the Employer and CUPE 3912;
  - 31.2.5 Oversee the admissions policy and procedures;
  - 31.2.6 Develop a two-year timetable of course offerings for the faculty;
    - 31.2.6.1 In consultation with individual faculty members and with the approval of the Dean, allocate the teaching duties and other responsibilities of faculty members as per Article 23.3 and 23.4.
  - 31.2.7 Facilitate and supervise the development and planning of academic policy and programs;
  - 31.2.8 Prepare an annual report for the period July 1 –June 30 for submission to the Dean by 15 July of each academic year;
  - 31.2.9 Where appropriate, establish and maintain relations with external professional organizations;
  - 31.2.10 Inform faculty members of communications from Administration;
  - 31.2.11 Encourage teaching, research, and collegial service;
  - 31.2.12 Oversee faculty advising of students enrolled in Faculty of Education programs;
  - 31.2.13 Make recommendations to the Dean on filling part-time positions in the Faculty of Education;
  - 31.2.14 Expedite recommendations of appointment, reappointment, promotion and tenure in accordance with the provisions of Articles 18 and 20;
  - 31.2.15 Advise the Dean of the Faculty of Education member who shall serve as acting Director when the Director is to be absent for more than five (5) working days.
  - 31.2.16 Act as “Managing Supervisor” for assigned University employees in accordance with NSGEU Local 81 collective agreement and communicate with Human Resources as required.
- 31.3 All full-time members of the Department/Faculty of Education are eligible to be Chair/Director, providing they are tenured. In extraordinary circumstances an untenured member may be appointed as Chair/Director.

- 31.4 All Department/Faculty of Education members who are members of the bargaining unit, including lab instructors, are eligible to participate in selecting a Chair/Director.
- 31.5 A Chair/Director 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/Faculty of Education may recommend a third term for the incumbent.
- 31.6 By 15 September of the final year in a Chair's/Director's term, or within a reasonable time following a Chair's/Director's resignation, the appropriate Dean shall give written notice to the Department/Faculty of Education that a vacancy exists.
- 31.7 Selection of a Chair/Director shall be in accordance with the following principles:
- 31.7.1 The incumbent Chair/Director shall call a Department/Faculty of Education meeting to consider the vacancy. This meeting shall be chaired by a member who is not a candidate for the Chair's/Director's position;
- 31.7.2 When a Chair/Director is selected internally, a secret ballot shall be held and the Chair/Director chosen by simple majority;
- 31.7.3 By 15 February, the Chair/Director shall forward the name of the Chair/Director-designate to the appropriate Dean; the Dean shall forward the name of the Chair/Director-designate to the Vice-President (Academic) by 28 February;
- 31.7.4 Where a vacancy for a full-time probationary or tenured position in the Department/Faculty of Education exists, the Department/Faculty of Education may advise the appropriate Dean that an external search for a Chair/Director is warranted. This position shall be advertised in accordance with the procedures in Article 18.10.2 and 18.10.3. The search for an external Chair/Director does not preclude final selection of an internal candidate.
- 31.8 The appointment of the Chair/Director shall be confirmed in writing by the Vice-President (Academic) and the decision transmitted to the candidate and the Chair/Director 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/Faculty of Education in writing by 15 March, giving reasons for her decision.
- 31.9 When a Chair/Director suddenly resigns, is recalled, and/or where the Department/Faculty of Education is unable to recommend a new Chair/Director to the appropriate Dean, the Dean, after consultation with the Department/Faculty of Education, shall appoint an acting Chair/Director for a period that shall normally not exceed six (6) months.
- 31.10 When a Chair/Director goes on leave for more than one (1) month, the Department/Faculty of Education, in accordance with the procedures set out in Articles

31.6.1 and 31.6.2, shall recommend the appointment of an acting Chair/Director to the Dean; the Dean shall make her recommendation to the Vice-President (Academic), who shall confirm the appointment.

31.11 The recall of a Chair/Director shall occur according to the following procedures:

31.11.1 In order to initiate the recall of a Chair/Director, a majority of Department/ Faculty of Education 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/Director.

31.11.2 Following receipt of a recall petition, the Dean shall consult with all available Department/Faculty of Education members and, within fifteen (15) working days, render a decision on recall.

31.11.3 The Dean shall provide the Department/Faculty of Education with written notice of her decision on the recall of a Chair/Director, including supporting reasons.

## **ARTICLE 32: STIPENDS FOR CHAIRS/DIRECTORS**

### Department Chairs

32.1 The payment of stipends to Chairs of Departments (not including Directors in the Faculty of Education) 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 The counting of cross-appointed faculty members shall be proportional to the division of their workload between the departments in question (i.e. a member appointed two-thirds in one department and one-third in another shall be counted as two-thirds of an FTE member in the primary department, and one-third in the secondary department);

32.1.4 Based on the number of part-time faculty members from the previous Agreement year, three part-time members of faculty shall be counted as one FTE member of faculty;

32.1.5 All employees who are not members of the bargaining unit, for whom the Chair is the assigned "Managing Supervisor," are counted;

- 32.1.6 In the Department of Women's Studies, the Nancy's Chair shall be counted as one FTE member of faculty;
- 32.1.7 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 Agreement year, and shall advise the Vice-President (Academic) of that number by the preceding 1 June.
- 32.3 The schedule of chairs' stipends and course relief during the term of this agreement shall be as follows:

32.3.1	Department Size	Stipend	Units of Relief
	1.00-4.33 FTE	\$1,800	0.5
	4.34- 9.33 FTE	\$2,250	1.0
	9.34- 14.33 FTE	\$2,700	1.5
	14.34- 19.33 FTE	\$3,150	2.0
	19.34- 24.33 FTE	\$3,600	2.5
	24.34+ FTE	\$4,050	2.5

Effective July 1, 2013, the chairs' stipends and course relief shall be as follows:

Department Size	Stipend	Units of Relief
1.00-4.33 FTE	\$1,850	0.5
4.34- 9.33 FTE	\$2,300	1.0
9.34- 14.33 FTE	\$2,750	1.5
14.34- 19.33 FTE	\$3,200	2.0
19.34- 24.33 FTE	\$3,650	2.5
24.34+ FTE	\$4,100	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 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 31.1.3 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 shall be paid in two instalments, one with the first pay of July, and one with the first pay of January.

#### Directors (Faculty of Education)

- 32.6 The Director of Teacher Education is eligible to receive two (2) units of course relief per Agreement year. Out of those two units, the Director may assign one-half unit to the Coordinator, Elementary Education and/or to the Coordinator, Secondary Education, with the approval of the Dean.
- 32.7 The Director of Graduate Education shall receive one and one-half (1.5) units of course relief per Agreement year.
- 32.8 Each Director shall receive an annual stipend of \$4,050, which shall be paid in two instalments, one with the first pay of July and one with the first pay of January. Effective July 1, 2013, the annual stipend will increase to \$4,100.

### **ARTICLE 33: RESIGNATION**

- 33.1 A faculty member normally may terminate her employment by resignation effective January 1 or July 1 by giving written notice to the President, with copies to her Dean and the Vice-President (Academic), and the President of the Faculty Association.

- 33.1.1 Notice to resign effective July 1 should be given by the previous March 1. Notice to resign effective January 1 should be given by the previous September 1. The President may accept shorter notice of resignation.
- 33.2 Any librarian member may terminate her employment by resignation on four months prior written notice to the President, with copies to the University Librarian and the Vice-President (Academic), and the President of the Faculty Association. The President may accept shorter notice of resignation.
- 33.3 Any lab instructor member may terminate her employment by resignation on four months written notice to the President, with copies to her Chair, Dean, the Vice-President (Academic), and the President of the Faculty Association. The President may accept shorter notice of resignation.

#### **ARTICLE 34: DISCIPLINE AND DISMISSAL**

- 34.1 No member shall be disciplined except for just cause.
- 34.2 Disciplinary action shall be just and reasonable and commensurate with the offence. Both parties recognize the objective of progressive discipline as being corrective in nature.
- 34.3 The disciplinary measures that may be taken by the Employer are a letter of warning, a letter of reprimand, suspension with pay, suspension without pay, and dismissal. Discipline short of dismissal may be accompanied with reasonable and appropriate measures to assist the member.
- 34.4 Suspension is the act of the Employer relieving a member of all university duties for cause without her consent.
- 34.5 Dismissal is the termination of employment by the Employer. 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.
- 34.6 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.
- 34.7 In all cases where disciplinary action against a member is being considered, the following procedures shall apply:
- 34.7.1 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) shall within five (5) working days, initiate a formal

investigation and notify the member in writing, with a copy to the President of the Association. This notification shall include an explanation of the nature of the allegations which are being investigated and the fact that the investigation may lead to disciplinary action.

- 34.7.2 At any step in the investigation, the Dean (or University Librarian) may elect not to proceed and her notice to the member, with a copy to the President of the Association, shall constitute the final report on the matter. If the Dean (or University Librarian) elects not to proceed with the investigation, no information concerning the matter shall be placed in the member's personnel files;
- 34.7.3 Within fifteen (15) working days of giving notice referred to in Article 34.7.1, the Dean (or University Librarian) shall meet with the member and an Association representative to review all documents related to the allegation(s), the investigation activities, and evidence gathered. The member shall have the opportunity to present her response. The parties will attempt to resolve the matter in a manner acceptable to all concerned.
- 34.7.4 Within five (5) working days of the meeting referred to in Article 34.7.3, the member may provide the Dean (or University Librarian), with a written response to be taken into account by the Dean (or University Librarian) in making her recommendation under Article 34.7.5.
- 34.7.5 Within ten (10) working days of the meeting referred to in Article 34.7.3, the Dean (or University Librarian) shall submit an Investigation Report (all documents related to the allegation(s), the investigation activities, evidence gathered, and the member's written response where there is one) with a recommendation regarding discipline to the Vice-President(Academic), copied to the member and the President of the Association.
- 34.7.4 Within seven (7) working days of receiving the Dean's (or University Librarian's) Investigation Report with recommendation regarding discipline, 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.
- 34.8 A member may grieve disciplinary action in accordance with the provisions of Article 36 of this Agreement.
- 34.9 Letters of warning or reprimand will be removed from the member's file and destroyed after four (4) years, provided that no subsequent allegation of misconduct has been

confirmed or is under investigation. Letters of warning or reprimand issued after January 1, 2013 will be removed from the member's file and destroyed after three (3) years, provided that no subsequent allegation of misconduct has been confirmed or is under investigation.

## **DISMISSAL**

- 34.10 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.
- 34.11 In all cases where dismissal is being considered, the following procedures shall apply:
- 34.11.1 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;
  - 34.11.2 Within ten (10) working days of receipt of the notice described in Article 34.11.1 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;
  - 34.11.3 If no satisfactory solution is reached at the meeting provided for in Article 34.11.2 above, the President shall decide the matter within five (5) working days of the informal meeting. The decision shall be one of:
    - 34.11.3.1 No further action;
    - 34.11.3.2 Discipline short of dismissal;
    - 34.11.3.3 Dismissal.
  - 34.11.4 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;
  - 34.11.5 Where the decision is to discipline the member she and the President of the Association shall be advised in writing by the President of the discipline and of the reasons for the discipline within five (5) working days of the decision being made;

34.11.6 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.

34.12 In cases where the President deems a member's continuing presence to pose a real and present threat to the safety of any member of the University community or a serious and immediate threat to the University's 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 34.11 has been made.

34.13 A member may grieve dismissal in accordance with the provisions of Articles 36.3.2 and 36.6.2.

## **ARTICLE 35: ACADEMIC STAFFING**

35.1 The Employer acknowledges its commitment to continue to increase the number of probationary faculty and librarians over the course of this agreement in accordance with the priorities set out in the Academic Plan.

35.1.1 This commitment will be achieved through the implementation of the University's three-year Business Plan, which is subject to the approval of the Board of Governors.

## **ARTICLE 36: GRIEVANCE PROCEDURE**

### 36.1 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 Types of Grievances

36.2.1 An Individual grievance is a grievance initiated by the Association on behalf of one or more of its members ("the grievor");

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 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 Articles 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 34, 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 Step One

36.4.1 Within fifteen (15) working days of the events giving rise to the grievance, or within fifteen (15) 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, a representative appointed by the Association may notify the grievor's Dean (or the University Librarian) in writing of the grievance and meet to discuss the matter. The grievance shall be co-signed by the grievor. The grievor may be present at this meeting if she so chooses.

- 36.4.2 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) at a meeting convened for the purpose within five (5) working days following the date of the meeting specified in Article 36.4.1. 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.
- 36.4.3 In the event that the grievance is not resolved within five (5) working days following the date on which the parties met to discuss it, 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.
- 36.4.4 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 fifteen (15) working days of the date the events giving rise to the grievance occurred, or within fifteen (15) 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.
- 36.5.2.1 In the event that a resolution is reached, it shall be reduced to writing and countersigned by the Vice-President (Academic) and the Association representative.

36.5.2.2 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 36.5.2.2, 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 President of the 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 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.



## 36.8 Mediation

- 36.8.1 The parties may, by mutual agreement, request the assistance of a mediator assigned by Conciliation Services for the Province of Nova Scotia upon receiving an application from the parties.
- 36.8.2 Mediation may be initiated by the parties prior to a grievance proceeding to arbitration. Any referral to arbitration would be held in abeyance until such time as the mediation is completed or either party has invoked Article 36.8.3.
- 36.8.3 At any stage in the mediation process, either party may withdraw from the mediation and proceed immediately to arbitration.
- 36.8.4 The mediation process is without prejudice to and without precedent for either party.
- 36.8.5 Each party shall bear the expense of its representatives and participants and of its preparation for and presentation at mediation. The fees and expenses of the mediation (if any) will be jointly shared by the parties.

## **ARTICLE 37: ARBITRATION**

- 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 that 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  
S. Bruce Outhouse, Q.C.  
William Kydd

- 37.3.1 Once an arbitrator is identified and agreed upon by the Employer and the Association in relation to a particular grievance, that arbitrator will be considered selected.
- 37.4 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 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 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 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 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 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.

## **ARTICLE 38: SALARY**

### Salary Upon Hiring – Faculty and Librarian Members

- 38.1 No member shall be placed on the salary grid at a position higher than Step 4, except on the recommendation of the Department/Faculty of Education and the Dean, and with the approval of the Vice-President (Academic), who where circumstances warrant may authorize the placement of qualified candidates at up to and including Step 8.
- 38.2 The initial placement on the salary grid of a newly-hired member shall be determined as follows. Each newly hired member shall initially be placed at Step 1 on the grid for the appropriate rank as determined in accordance with Article 18.1; notwithstanding, initial placement may be higher than Step 1 in consideration of the following:
- 38.2.1 Each year of full-time university teaching in rank, holding a post-doctoral fellowship, or working as a professional librarian in rank at a university shall move her placement on the grid up by one (1) step;
- 38.2.2 Each year of relevant senior professional experience after attaining the requirements set out in Article 18.1.2 or Article 19.1.2 shall move her placement on the grid up by one (1) step, to a maximum of three (3) grid steps;
- 38.2.3 Each year of full-time school teaching subsequent to earning a Master's degree for a member of the Faculty of Education whose duties include educating teachers shall move her placement on the grid up by one (1) step, to a maximum of three (3) grid steps;
- 38.2.4 Every two (2) years of full-time school teaching subsequent to earning a Bachelor of Education degree for a member of the Faculty of Education whose duties include educating teachers shall move her placement on the grid up by one (1) step, to a maximum of three (3) grid steps;

- 38.2.5 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 of three (3) grid steps;
- 38.2.6 For the purposes of Articles 38.2.1 to 38.2.4, a year shall be understood to consist of at least eight (8) consecutive months of relevant full-time employment within a 12 month period, and periods shorter than eight (8) consecutive months shall not be considered in determining placement on the salary grid;
- 38.2.7 No more than one (1) step shall be credited for service and experience in any given twelve month period;
- 38.2.8 Years of university teaching or professional experience used to satisfy the requirements of Article 18.1.2 may not be counted again for the purposes of this Article;
- 38.2.9 All placements on the salary grid shall be at a whole step. Any fractional entitlements resulting from Articles 38.2.4 and/or 38.2.5 which on a pro-rated basis amount to eight (8) or more months shall be rounded to the next higher step; those on a pro-rated basis amount to fewer than eight (8) months shall be rounded to the next lower step.

#### Salary Upon Hiring – Lab Instructor Members

- 38.3 No member shall be placed on the salary grid at a position higher than Step 1, except on the recommendation of the Department/Faculty of Education and the Dean, and with the approval of the Vice-President (Academic), who where circumstances warrant may authorize the placement of qualified candidates at up to and including Step 4.

#### Salary Upon Promotion

- 38.4 Using the salary scale in effect on the date on which the promotion becomes effective, computation for salary upon promotion shall be as follows:
38. 4.1 A member whose salary at her former rank 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. 4.2 A member whose salary at her former rank 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. 4.3 A member whose salary at her former rank 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.

### Salaries – Faculty Members

- 38.5 Effective July 1, 2012, each faculty member who is not at the ceiling for her rank shall move up one grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to her rank and grid placement (or the pro-rated portion of the salary for members who work less than full time) as indicated in Schedule 1F.
- 38.6 Effective July 1, 2013, each faculty member who is not at the ceiling for her rank shall move up one grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to her rank and grid placement (or the pro-rated portion of the salary for members who work less than full time) as indicated in Schedule 2F.
- 38.7 Effective July 1, 2014, each faculty member who is not at the ceiling for her rank shall move up one grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to her rank and grid placement (or the pro-rated portion of the salary for members who work less than full time) as indicated in Schedule 3F.
- 38.8 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.

### Salaries – Librarian Members

- 38.9 Effective July 1, 2012, each librarian member who is not at the ceiling for her rank shall move up one grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to her rank and grid placement (or the pro-rated portion of the salary for members who work less than full time) as indicated in Schedule 1L.
- 38.10 Effective July 1, 2013, each librarian member who is not at the ceiling for her rank shall move up one grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to her rank and grid placement (or the pro-rated portion of the salary for members who work less than full time) as indicated in Schedule 2L.
- 38.11 Effective July 1, 2014, each librarian member who is not at the ceiling for her rank shall move up one grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to her rank and grid placement (or the pro-rated portion of the salary for members who work less than full time) as indicated in Schedule 3L.

### Salaries – Laboratory Instructor Members

- 38.12 Effective July 1, 2012 each lab instructor member who is not at the ceiling for her rank shall move up one grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to her rank and grid placement (or the pro-rated portion of the salary for members who work less than full time) as indicated in Schedule 1LI.
- 38.13 Effective July 1, 2013 each lab instructor member who is not at the ceiling for her rank shall move up one grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to her rank and grid placement (or the pro-rated portion of the salary for members who work less than full time) as indicated in Schedule 2LI.
- 38.14 Effective July 1, 2014 each lab instructor member who is not at the ceiling for her rank shall move up one grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to her rank and grid placement (or the pro-rated portion of the salary for members who work less than full time) as indicated in Schedule 3LI.

### Overload Stipends

- 38.15 The stipend for members teaching an overload shall be as follows:
- 38.15.1 Effective September 1, 2011: \$9,000 per full-unit course taught.
- 38.15.2 Where a member teaches part of a unit, the stipend will be prorated accordingly.

### Payment of Salaries

- 38.16 Salaries are paid on a bi-weekly basis, every other Friday.
- 38.17 Retroactive amounts (less the required and voluntary deductions) for 2012-13 shall be paid within twenty-one (21) calendar days of the ratification of this Agreement.
- 38.18 The bi-weekly salary payments shall be adjusted to reflect changes arising from this Agreement within twenty-one (21) calendar days following the ratification of this Agreement.
- 38.19 Dues for members will be deducted from the retroactive payment and from the adjusted salary in accordance with Article 10.

**ARTICLE 39: PROFESSIONAL DEVELOPMENT EXPENSE REIMBURSEMENTS**

- 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 The member shall be eligible to receive reimbursement of professional development expenses to a maximum of \$350 in each fiscal year upon presentation of the completed application form and accompanied by original receipts to the Office of the Vice-President (Academic) no later than 31 March.

Only one claim may be processed in each fiscal year. Expenses claimed must be incurred (and receipts dated) in the fiscal year in which reimbursement is claimed.

Effective April 1, 2013, an ongoing two-year carry-over schedule shall be established. Members may claim a maximum of \$700 over the two-year carry-over schedule. A Member may carry over any unused professional development funds from the first year to the second year of the two year schedule. Any unused funds at the end of the second year may not be carried forward to subsequent years.

Professional Development 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 FUND**

- 40.1 Members shall be entitled to apply for travel grants for the purposes of attending academic and professional conferences, and representing their department(s) and/or program(s) at meetings or conferences.

- 40.2 The Employer shall maintain a travel fund equal to \$1000 per member.
- 40.2.1 Upon signing of this Agreement the maximum annual expenditure for category B travel funding shall be \$10,000.
- 40.3 The Deans' Travel Fund Committee shall administer and adjudicate this fund. This Committee shall consist of the Dean of Arts and Science (Chair), and either the Dean of Professional Studies or the Dean of Education, the University Librarian, the Associate Vice-President (Academic and Research), and one Chair/Director from each of the three Faculties, 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 C.

#### **ARTICLE 41: BENEFITS**

- 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 in accordance with the terms and conditions of the plan.
- 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 The following members are eligible to join the MSVU BeneFlex plan:
- 41.2.1 Probationary and tenured/ permanent members;
- 41.2.2 Members on a term appointment of at least nine months' duration.
- 41.3 The Employer shall contribute \$1,500 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 2013 the Employer's contribution shall be increased to \$1,550 per member per year. Effective 1 April 2014 the Employer's contribution shall be increased to \$1,600 per member per year. Effective 1 April 2015 the Employer's contribution shall be increased to \$1,650 per member per year.
- 41.4 The Employer shall continue the University Benefits Users' Committee as described in the Terms of Reference for that committee.



**ARTICLE 42: PENSION PLAN**

- 42.1 The University shall continue to provide a Defined Contribution/Group Registered Retirement pension plan (money purchase plan) for all eligible employees. The terms and conditions of the plan, including eligibility requirements, are available through the Human Resources Department and are in accordance with the Plan Text approved by the Superintendent of Pensions.
- 42.2 Membership in the plan is compulsory for eligible employees hired after 1 January, 1997.
- 42.3 The Employer shall contribute an amount to the plan equal to the member's contribution to a maximum of 7.5%. Member contributions may be selected from a range of 3% to 7.5%, in 0.5% intervals. Members may make contributions in excess of 7.5% to the maximum allowed by government regulations which are not matched by the Employer. Members may arrange additional contributions based on their individual contribution room. The total amount contributed by members and the Employer for each calendar year shall not exceed the maximum contribution allowed under the terms of the Income Tax Act.
- 42.4 The Plan shall be administered by the Pension Governance Board, which shall have equal representation from Plan members and from the Board of Governors. Faculty representatives for the Plan members shall be selected by the Faculty Association.
- 42.5 The official Plan text is available upon request from members of the Pension Governance Board or the Human Resources office. All eligible members shall receive a copy of the Retirement Plan information package.

**ARTICLE 43: ENTRY AND RE-ENTRY OF ADMINISTRATORS 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/Faculty of Education 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/Faculty of Education 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**

- 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;
  - 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 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".
- 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**

**A Canada Research Chairs**

- 45.1 Faculty members 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.

- 45.2 When a Canada Research Chair position is to be filled, the following appointment procedures apply in place of those described in Article 18.10:
- 45.2.1 The Canada Research Chair Selection Committee (CRCSC) shall consist of the following voting members: the Vice-President (Academic); two Deans; the Associate Vice-President – Research; four members of faculty (at least one from each Faculty) elected through the Senate nominations process; and one member of faculty nominated by the Faculty Association but who is not a member of the Faculty Association Executive. This committee shall submit an annual report for information to the Joint Committee for the Administration of the Collective Agreement, and shall direct any procedural questions to the Joint Committee for clarification.
  - 45.2.2 In accordance with the priorities expressed in the Strategic Research Plan, the Vice-President (Academic) will authorize the placement of an appropriate advertisement in *CAUT Bulletin*, *University Affairs*, and any other publication considered necessary, outlining the position and its requirements.
  - 45.2.3 The CRCSC shall receive nominations for and applications from internal or external candidates, and shall contact nominees to request the completion of an application if necessary.
  - 45.2.4 CRCSC shall evaluate all candidates' files and create a shortlist for each advertised Chair. The shortlist shall normally consist of two (2) or more applicants, but the Committee reserves the right to bring forward one name if there is only one candidate judged to be of sufficiently high calibre.
  - 45.2.5 The Vice-President (Academic), on behalf of the CRCSC shall provide all faculty with a breakdown of the number of applicants per Chair and the name(s) on each shortlist. At the same time, the committee shall invite all faculty to consult the file(s) of short-listed applicant(s), which will be held in the office of the Vice-President (Academic).
  - 45.2.6 The CRCSC shall determine which departments are most relevant to each short-listed candidate's field of interest and through the Dean(s) shall solicit specific input from those departments.
  - 45.2.7 The CRCSC shall determine whether to proceed with interviewing the short-listed candidates(s). At this stage, the candidates shall be interviewed by the department(s) to which the CRCSC determines she could be appointed, and by the CRCSC. In addition, each interviewed candidate shall give a public presentation to the University community at which faculty will have an opportunity to ask questions. The information gleaned through this process, along with written input from relevant departments, shall complement that

provided in the candidates' files and shall be used by the CRCSC in prioritizing applications.

- 45.2.8 The CRCSC shall select those candidates who, consistent with the Strategic Research Plan, are likely to have a significant impact on research at the University and meet the selection criteria set by the Canada Research Chairs Secretariat.
- 45.2.9 The appropriate Dean, on behalf of CRCSC, 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 Secretariat, the President shall issue a formal offer of appointment.
- 45.3 Terms of appointment shall be in accordance with Canada Research Chair program guidelines.
- 45.4 The holder of a Canada Research Chair is eligible to apply for renewal in accordance with Canada Research Chair program guidelines. Such renewal, which is subject to the approval of the Canada Research Chairs Secretariat, shall be on the recommendation of the University Review Committee. The URC shall receive recommendations on renewal from the Canada Research Chair holder's department(s) and Dean(s), and from the Associate Vice-President – Academic & Research.
- 45.5 The duties and workload for Canada Research Chairs shall be in accordance with the provisions of Article 23, except as specified below:
  - 45.5.1 Teaching responsibilities shall be agreed upon by the Member and her Department Chair/Director with the approval of the appropriate Dean, to a maximum of one (1) unit of classroom or distance teaching per Agreement year;
  - 45.5.2 No additional classroom or distance teaching assignments, either at the University or elsewhere, may be undertaken;
  - 45.5.3 Workload includes fulfilling the research requirements of the Canada Research Chairs program, including but not limited to:
    - 45.5.3.1 supervising graduate and/or undergraduate student research and/or theses, which shall be exempt from the provisions of Article 23.8;
    - 45.5.3.2 applying for grant monies from external funding agencies;

- 45.5.3.3 collaborating on research with other sectors and institutions as appropriate.
- 45.6 Consideration for promotion shall be in accordance with Article 20, except as specified below:
  - 45.6.1 Of the five criteria for assessment listed in Article 20.23, scholarly and/or professional activity shall be given greater weight by the URC than is usual practice.
- 45.7 Salary for a Canada Research Chair Member shall be calculated in accordance with the provisions of Article 38 and shall be exempt from the provisions of Article 38.1. In addition, each Chairholder appointed subsequent to June 30, 2003 shall receive a supplement, which shall not form part of her base salary, as follows:
  - 45.7.1 For Tier I Chairs, \$25,000 per annum.
  - 45.7.2 For Tier II Chairs, \$15,000 per annum.
- 45.8 Immediately upon conclusion of her appointment as 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.

**B NSERC University Faculty Award (UFA) Recipients**

- 45.9 Faculty members appointed under the NSERC University Faculty Award (UFA) program are Members who, for the duration of their appointment as a NSERC UFA recipient, are subject to special provisions as described below.
- 45.10 Terms of appointment shall be in accordance with the NSERC University Faculty Award program guidelines. The initial appointment is for 36 months, renewable for an additional 24 months.
- 45.11 The holder of a NSERC UFA is eligible to apply for renewal in accordance with the NSERC UFA program guidelines. Such renewal, which is subject to the approval of NSERC, shall be on the recommendation of the University Review Committee. The URC shall receive recommendations on renewal from the UFA recipient's department(s) and Dean(s), and from the Associate Vice-President – Academic & Research.
- 45.12 The duties and workload for NSERC UFA recipients shall be in accordance with the provisions of Article 23, except as specified below:
  - 45.12.1 Teaching responsibilities shall be agreed upon by the Member and the Department Chair with the approval of the appropriate Dean, to a maximum of one (1) unit of classroom or distance teaching per Agreement year;

- 45.12.2 No additional classroom or distance teaching assignments, either at the University or elsewhere, may be undertaken;
- 45.12.3 Service or administrative responsibilities shall be no more than half the normal load;
- 45.12.4 Workload includes fulfilling the research requirements of the NSERC UFA program, including but not limited to:
  - 45.12.4.1 supervising both undergraduate and graduate student research and/or theses, which shall be exempt from the provisions of Article 23.8;
  - 45.12.4.2 applying for grant monies from external funding agencies;
  - 45.12.4.3 collaborating on research with other sectors and institutions as appropriate.
- 45.13 Consideration for reappointment, tenure, and promotion shall be in accordance with Article 20, except as specified below:
  - 45.13.1 Of the five criteria for assessment listed in Article 20.23, scholarly and/or professional activity shall be given greater weight by the DRC, the Dean, and the URC than is usual practice.
- 45.14 Salary for a NSERC UFA recipient shall be calculated in accordance with the provisions of Article 38.
- 45.15 Immediately upon conclusion of her appointment as a NSERC UFA recipient, a Member shall be subject to all of the provisions of the Collective Agreement for Full-time Faculty and none of the special conditions described above shall apply.

## **C Endowed Chair**

- 45.16 Faculty members appointed to an Endowed Chair are members who, for the duration of their appointment to an Endowed Chair, are subject to the special provisions as described below.
- 45.17 When an Endowed Chair position is to be filled, the following appointment procedures apply in place of those described in Article 18.10:
  - 45.17.1 The Endowed Chair Selection Committee (ECSC) shall consist of the following voting members: The Dean of the Faculty in which the Endowed Chair resides; the Associate Vice-President (Research); three members of faculty (at least two of whom are from the Faculty/Department in which the

Endowed Chair resides elected through the Senate nominations process and one who is nominated by the Faculty Association); The ECSC shall be chaired by the Dean of the Faculty in which the Endowed Chair resides.

- 45.17.2 Upon approval of the Vice-President (Academic) appropriate advertisements shall be placed in *CAUT Bulletin*, *University Affairs*, and any other appropriate national and international academic publications, outlining the position and its requirements.
- 45.17.3 The Chair of the ECSC shall receive nominations for and applications from internal or external candidates. The Chair of the ECSC shall contact all nominees to provide information on the position and selection process and to request formal applications.
- 45.17.4 The ECSC shall evaluate all candidates' files and create a shortlist for the position. Upon approval of the short-list by the Vice-President (Academic), the ECSC will make arrangements for interviews and campus visits by the short-listed candidates. The campus visits shall include a research presentation to the campus community and a formal interview with the ECSC.
- 45.17.5 The ECSC will select the candidate who, consistent with the Terms of Reference for the position, demonstrates the greatest promise to have a significant impact on research and professional practice.
- 45.18 The terms of appointment for the Endowed Chair shall be consistent with the Terms of Reference for the position.
- 45.19 The holder of an Endowed Chair is eligible to apply for renewal in accordance with the Terms of Reference; renewal shall be based on the Endowed Chair's success in meeting the objectives of the position during the period. Such renewal will be on the recommendation of the University Review Committee (URC). The URC shall receive recommendations on renewal from the Endowed Chair holder's department(s) and Dean(s), and from the Associate Vice-President (Research).
- 45.20 The duties and workload of the Endowed Chair shall be as outlined in the Terms of Reference.
- 45.21 Consideration for promotion shall be in accordance with Article 20, except as specified below:
  - 45.21.1 Of the five criteria for assessment listed in Article 20.23, scholarly and/or professional activity shall be given greater weight than is usual practice.
- 45.22 Salary for an Endowed Chair member shall be calculated in accordance with the provisions of Article 38, except it shall be exempt from the provisions of Article 38.1.



Additional remuneration, if any, shall be in accordance with the terms of the Endowment Fund Agreement.

- 45.23 Immediately upon conclusion of her appointment as an Endowed Chair, the member shall be subject to all the provisions of this Agreement and none of the special conditions described in this article shall apply.

#### **ARTICLE 46: RETIREMENT**

- 46.1 Retirement shall normally commence 1 July; the President may accept an alternative date of retirement.
- 46.2 A member who wishes to retire shall provide at least twelve (12) months written notice of her intent to retire.
- 46.3 The notice specified in 46.2 shall be given to the President, with a copy to the Vice-President(Academic), her Dean/University Librarian, and the President of the Faculty Association. The President may accept a shorter notice of retirement. Such notice shall consist of a simple statement of the member's intention to retire and specify the effective date.
- 46.4 A decision to opt for retirement is final once notice is provided in accordance with this article.
- 46.5 A member who has given notice of her intention to retire may attend a group financial counselling session provided by the employer.
- 46.6 A member who is eligible for the voluntary early retirement or partial retirement incentives shall apply in accordance with Article 47.

#### **ARTICLE 47: EARLY AND PARTIAL RETIREMENT INCENTIVES**

- 47.1 Financial circumstances permitting, the Employer will undertake to direct savings generated by the retirement programs to the fulfilment of academic needs.
- 47.2 The provisions of the retirement programs set out in Articles 47.3 to 47.21 below shall be open to faculty and librarian members.

##### **Voluntary Early Retirement Incentive**

- 47.3 A full-time faculty or librarian 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) but who is not beyond the age of 65 is eligible for voluntary early retirement. Once early retirement

has been granted under the terms of this Article, members are not eligible to return to employment with the University except as provided for in this article.

- 47.4 Faculty or Librarian members taking early retirement shall receive:
- 47.4.1 Annual payments to age 65 of 30% of pre-retirement salary to a maximum of 1.5 times pre-retirement salary; members retiring prior to age 60 shall receive a total of 1.5 times pre-retirement salary in equal annual instalments until age 65;
  - 47.4.2 An annual contribution to age 65 toward the cost of each member's benefits under the BeneFlex Plan of 30% of the amount described in Article 41.3;
  - 47.4.3 The following university privileges:
    - 47.4.3.1 Access to University facilities (library card, e-mail facilities, shared office space) to age 65;
    - 47.4.3.2 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;
    - 47.4.3.3 Part-time teaching contracts - eligibility and issuance in accordance with CUPE 3912 Collective Agreement.
- 47.5 Faculty or Librarian members eligible for early retirement may attend an annual group financial counselling session sponsored by the Employer.
- 47.6 Early retirement shall normally commence 1 July; the President may accept an alternative date of early retirement.
- 47.7 In cases where the faculty or librarian 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.
- 47.8 The faculty or librarian 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.
- 47.9 By 1 January of the year preceding the date she wishes to retire, the faculty or librarian member shall provide written notice of her intent to retire to her Dean, with a copy to her Chair/ Director. 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.

- 47.10 The Dean shall consult with the Chair/Director regarding the Department's ability to meet its academic requirements in the event of the faculty or librarian 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/Director 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.
- 47.11 The Vice-President (Academic) shall provide the President with a recommendation regarding the member's early retirement by 1 April.
- 47.12 The President shall advise the faculty or librarian member in writing of her decision by 1 May, with copies to the President of the Faculty Association and the Vice-President (Academic).
- 47.13 In cases where there is significant change in the faculty or librarian 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.

### **Voluntary Partial Retirement Incentive**

- 47.14 A full-time faculty or librarian member of the bargaining unit with tenure or permanence who is between the ages 60 and 65 is eligible for a partial or phased retirement incentive for a period of up to four years, or until age 65, whichever is the shorter.
- 47.14.1 If a faculty or librarian member completes the partial or phased retirement period before age 65, she will be eligible for the "Voluntary Early Retirement" program for one year only.
- 47.15 The workload of a faculty or librarian member taking partial or phased retirement shall be:
- 47.15.1 2/3 of the workload outlined in Articles 23 or 24; or
- 47.15.2 50% of the workload outlined in Articles 23 or 24; or
- 47.15.3 A phased workload as outlined in Article 47.15.1 for Year 1 up to Year 3 and/or as outlined in Article 47.15.2 for Year 2 up to Year 4; or
- 47.15.4 Full workload in accordance with Articles 23 or 24 for six months of the year commencing either 1 July or 1 January each year.

- 47.16 A faculty or librarian member taking partial or phased retirement shall receive:
- 47.16.1 75% of the reference salary for partial retirement under Article 47.15.1; or 55% of the reference salary for partial retirement under Articles 47.15.2 or 47.15.4; or
  - 47.16.2 Continued Employer contributions to the BeneFlex Plan, pro-rated to 67% for partial retirement under Article 47.15.1, and to 50% for partial retirement under Articles 47.15.2 or 47.13.4, except where precluded by an insurance contract; or
  - 47.16.3 Continued Employer contributions to pension based on 67% salary for partial retirement under Article 47.15.1, and on 50% salary for partial retirement under Articles 47.15.2 or 47.15.4. The faculty or librarian member shall have the option of making additional contributions in order to maintain pension contributions at the reference salary level; or
  - 47.16.4 For members taking phased retirement under Article 47.15.3, salary, continued Employer contributions to the Beneflex Plan, and continued Employer contributions to pension shall correspond to equivalent phased workload adopted for the particular agreement year.
- 47.17 A faculty or librarian member taking partial retirement may opt to change her workload from that outlined in Article 15.1 to that outlined in Articles 47.15.2 or 47.15.3 or 47.15.4. The faculty or librarian member must notify her Chair/Director and Dean of her intention to make this change no later than the July 1 preceding the academic year in which the change is to occur. That change shall only occur once and shall be permanent.
- 47.18 The faculty or librarian member is expected to take any six-month or one-year sabbatical leave for which she is eligible before commencing partial or phased retirement. There shall be no compensation for unused years accumulated toward sabbatical leave. No further credit toward sabbatical leave is accumulated by faculty or librarian members having commenced partial or phased retirement.
- 47.19 The procedures governing a member's notification of intent to take partial or phased retirement shall be in accordance with those laid down in Articles 47.9 to 47.13 above.
- 47.20 Partial or phased retirement shall normally commence 1 July; the President may accept an alternative date of partial or phased retirement.
- 47.21 A decision to opt for partial or phased retirement is final, and the faculty or librarian member may not return to full-time employment.

## **ARTICLE 48**

## **LABORATORY INSTRUCTORS**

- 48.1 The principal responsibility of Lab Instructor members is to support the work of her Department through laboratory instruction and related duties as specified in this Article and Article 49.
- 48.2 Lab Instructor members shall have all the rights of the current Collective Agreement excepting Articles 29.1, 29.7.7, 30, 31, 32.

### **48A Appointment**

- 48A.1 Appointment of Lab Instructor members shall be to the rank of Lab Instructor I or II:
- 48A.1.1 Lab Instructor I: possession of a Master's Degree in a relevant subject area or a combination of a Bachelor's Degree and relevant professional experience equivalent to a Master's Degree in a relevant subject area and, if applicable, knowledge of regulatory codes and requirements as well as relevant safety certification.
  - 48A.1.2 Lab Instructor II: possession of a Master's Degree in a relevant subject area and, if applicable, knowledge of regulatory codes and requirements as well as relevant safety certification. Also, a minimum four (4) years relevant professional experience as a Lab Instructor and a demonstrated capacity to apply related academic expertise.
- 48A.2 All bargaining unit appointments for Lab Instructor members shall be with term, probationary, or without term (otherwise known as permanent appointments). Normally, initial appointments shall be probationary. Appointments at the rank of Lab Instructor II shall be with permanence.
- 48A.2.1 All appointments with permanence carry with them the need for departmental recommendation and consideration of criteria contained in Article 48B.25.
- 48A.3 Partial-time appointments carry with them a proration of all matters pertaining to contractual considerations, as defined in Article 48B.25.
- 48A.4 Initial probationary appointments shall normally be for a period of three years and shall terminate on the thirtieth of June.
- 48A.5 Appointments with term for Lab Instructor members shall be made for the following purposes only:
- 48A.5.1 to replace a Lab Instructor member on leave or secondment;

- 48A.5.2 to staff a Lab Instructor position funded by a research grant or government programme;
  - 48A.5.3 to staff a Lab Instructor position in response to an emergency arising from the sudden death, illness or resignation of a lab instructor member;
  - 48A.5.4 to meet a need arising from an increase in workload, or an anticipated enrolment increase;
  - 48A.5.5 to staff a Lab Instructor position in the event of an inconclusive search to fill a probationary position;
  - 48A.5.6 to retain a Lab Instructor member following a decision not to grant permanence (to a maximum of 12 months);
  - 48A.5.7 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.
- 48A.6 A Lab Instructor member who serves in term position for a total of thirty-six (36) months or more over a four year period shall be offered a probationary appointment and shall be eligible for reappointment and permanence in accordance with the procedures contained in Article 48B.
- 48A.7 All appointments of Lab Instructor members shall be made by a standard Letter of Appointment, signed by the President, accompanied by an employment agreement, which shall include:
- 48A.7.1 dates of commencement and termination;
  - 48A.7.2 rank;
  - 48A.7.3 salary;
  - 48A.7.4 type (i.e. term, probationary or permanent);
  - 48A.7.5 where applicable, the condition supporting an appointment with term;
  - 48A.7.6 nature (i.e. full- time or partial time);
  - 48A.7.7 description of position responsibilities;
  - 48A.7.8 any special conditions, including recognition of years of University experience or academic and/or professional credentials required for reappointment, promotion or permanence.

- 48A.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.
- 48A.9 When a position in the bargaining unit is available, the following shall occur:
- 48A.9.1 A Department Appointments Committee for Lab Instructors (DACLI) shall be formed consisting of the Chair, a minimum of two eligible faculty members of the department, at least one of whom has taught courses with a lab component, and one lab instructor from within the University. Eligible members shall be those holding probationary or tenured/permanent positions and having no conflicts of interest and able to participate in all aspects of the selection process. The Chair of the Department or her designate shall be the Chair of the DACLI.
    - 48A. 9.1.1 Should a member of the DACLI become no longer eligible to serve on the committee, she shall resign immediately. The Chair shall appoint an additional eligible member. Whenever possible the replacement member will hold the same appointment (faculty or lab instructor) as the member who resigned.
  - 48A.9.2 Appointments of Lab Instructor members shall be done in accordance with Article 3A.
    - 48A.9.2.1 An annual Fair Hiring Workshop for Deans and members of DACLIs shall be offered through the office of the Vice-President (Academic) in accordance with the recommendations of the University Employment Equity Plan.
  - 48A.9.3 The Department Chair, in accordance with the recommendations of her Department and the DACLI, shall provide the Dean with a draft advertisement specifying the qualifications, areas of competence and responsibilities required of the position.
  - 48A.9.4 The Dean shall authorize the placement of the final advertisement using relevant local print and online avenues. The final advertisement shall include reference to this Agreement and the University's Employment Equity statement. No additions or alterations to the qualifications, specific areas of competence and responsibilities authorized by the Dean shall be made in the advertisement without prior consultation and the agreement of the DACLI.
  - 48A.9.5 The DACLI shall forward a short list of up to three candidates, ranked as to preference, to the Dean. The list shall be based on a review of the complete application of each candidate, including an assessment of the

candidate's credentials, experience, and competence in instruction. Where a Lab Instructor member holding an appointment with term possesses the qualifications and specific areas of competence identified in the advertisement, she shall be placed on the short list and be interviewed for the appointment.

48A.9.6 Normally, the three top candidates from the short list may take part in the next stage of the selection process; the Dean may authorize additional candidates upon the request of the DACLI.

48A.9.7 The selection process may include activities organized for the purpose of promoting the University to candidates. These activities shall not be part of the interview process and shall not influence the appointment recommendations.

48A.9.8 All efforts must be made to ensure equal and fair treatment of all candidates, it being understood that parts of the selection process may need to be tailored to the individual candidate. Each candidate shall be assessed for all requirements of the position. The interview process shall consist of the following:

48A.9.8.1 A structured group interview with the DACLI which shall include a pre-formulated and standardized set of questions.

48A.9.8.2 A presentation on a related lab topic or related research attended by members of the department, students, and other members of the university community.

48A.9.9 The evaluation and ranking of candidates shall be consistent with the criteria listed in the position advertisement as described in Article 48.10.3.

48A.9.10 The Chair of the DACLI, 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 members of the DACLI. 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, and shall provide confirmation that the procedures laid down in Article 48A.9.8 were followed.

48A.9.11 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.



- 48A.9.12 On the advice of the Vice-President (Academic), the President shall issue a formal offer of appointment to the candidate. The Employer recognizes the importance of ensuring that offers to candidates are made in a timely fashion, and shall endeavor to make such offers in a timely fashion.
- 48A.9.13 Notwithstanding the procedures outlined in 48A.10.3 through 48A.10.9 above, where a member holding a term appointment is being considered for a further term appointment pursuant to Article 48A.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.

#### Cross-Appointments

- 48A.10 Where academic circumstances warrant, cross appointments may be made.

### **48B Review for Reappointment and Permanence and Promotion**

- 48B.1 The following clauses apply to all Lab Instructor members with full-time or partial-time continuing appointments.
- 48B.2 Consideration of a Lab Instructor member's candidacy for reappointment or permanence and promotion shall proceed through three stages of assessment and recommendation: Departmental, Faculty, and University. The first stage is undertaken by the Department Review Committee for Lab Instructors (DRCLI), the second by the candidate's Dean, and the third by the University Review Committee for Lab Instructors (URCLI).
- 48B.2.1 Reappointment, permanence and promotion shall take place in accordance with this Article and Articles 3A and 44. An annual reappointment, tenure/permanence, and promotion workshop for candidates, members of review committees, and Deans shall be offered through the office of the Vice-President(Academic).
- 48B.3 The responsibility for preparing an application rests with the candidate. The application to be assessed in matters of reappointment or permanence and promotion shall be submitted by the candidate prior to its consideration by the DRCLI. The candidate shall have access to all written reports received by the Dean and the URCLI in these evaluation procedures.
- 48B.3.1 The application shall consist of a letter of application, outlining how the academic file demonstrates that the relevant criteria in each category of evaluation as outlined in Article 48B.25 have been met, an up-to-date

curriculum vitae following the suggested format and a teaching dossier per Article 48.27.2.4.

#### Department Review Committee for Lab Instructors

48B.4 When a lab instructor member makes application for reappointment or permanence and promotion, the following shall occur:

48B.4.1 Only members holding probationary or tenured/permanent positions are eligible to serve on a Department Review Committee for Lab Instructors (DRCLI). A DRCLI shall be formed, consisting of the Chair, and a minimum of two eligible members, at least one of whom shall be a faculty member from the department who has taught courses with a lab component, and one lab instructor member from within the University. The Chair of the Department or her designate shall be the Chair of the DACLI.

48B.4.2 The DRCLI shall consider the candidate's application file before meeting to consider the candidate's application for reappointment or permanence and promotion in accordance with the criteria and procedures in this Agreement. After consideration of the candidate's application, the Chair on behalf of the DRCLI shall make a full, reasoned, written recommendation to the Dean indicating how the candidate meets or does not meet the criteria required for each category of assessment. The letter shall be signed by all members of the DRCLI. The DRCLI may meet with the candidate where there are reasonable grounds for doing so.

48B.4.3 The DRCLI's written recommendation shall be made to the Dean with copies to the Chair of the URCLI and the candidate.

48B.5 The candidate may submit a written response to the recommendation of the DRCLI, which may contain information on any change in the status of material already identified in the candidate's letter of application. The response must be submitted to the Chair of the URCLI for inclusion in the academic file, with copies to the DRCLI Chair and Dean.

#### Dean's Review

48B.6 The candidate's Dean shall review the candidate's application file and the recommendation of the DRCLI before considering the candidate's application for reappointment or permanence and promotion in accordance with the criteria and procedures in this Agreement, and shall make a full, reasoned, written recommendation to the URCLI concerning her reappointment or permanence and promotion accordingly. The Dean's recommendation shall indicate how the candidate meets or does not meet the criteria required for each category of assessment. The Dean may solicit further information from the candidate where there are reasonable grounds for doing so. In cases where the Dean considers the DRCLI's letter of recommendation insufficiently explicit, she may refer the letter back to the DRCLI for revision. The Dean's written

recommendation shall be made to the Chair of the URCLI, with copies to the candidate and the Chair of the DRCLI, who shall make the recommendation available to the DRCLI members.

48B.7 The candidate may submit a written response to the Dean's recommendation, which may contain information on any change in the status of material already identified in the candidate's letter of application. The response must be submitted to the Chair of the URCLI for inclusion in the application file, with copies to the DRCLI and Dean.

#### University Review Committee for Lab Instructors

48B.8 The URCLI (University Review Committee for Lab Instructors), shall consist of two (2) tenured/permanent members of the bargaining unit, and the Vice-President (Academic) who shall be the non-voting chair of the Committee. The function of the URCLI is to assess the candidate's application in view of the recommendations of the DRCLI and the Dean and in accordance with the criteria and procedures in this Agreement. In the years that the URCLI meets, it shall provide a written report to the Joint Committee and copies of this report shall be made available to the Dean and the most recent DRCLI Chair. The URCLI shall be constituted in the following manner:

48B.8.1 All members of the URCLI 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;

48B.8.2 One elected position of the URCLI shall be held by a lab instructor, and one elected position of the URCLI shall be held by a faculty member;

48B.8.3 The term of all members of the URCLI shall be three years;

48B.8.4 Lab Instructor members of the URCLI shall not serve on the Department Review Committee for Lab Instructors;

48B.8.5 A lab instructor member of the URCLI who is a candidate for promotion during her tenure on the Committee shall resign from the URCLI 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;

48B.8.6 In the event of the resignation of a lab instructor member of the URCLI, 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 48B.8.3;

48B.8.7 Where, due to illness, conflict of interest, untimely resignation, or other reasons, a member of the URCLI is unable to deliberate on a case or cases before the URCLI, 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 48B.8.1 through 48B.8.3.

48B.9 The URCLI 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 application file at this time. In the event the candidate appears before the URCLI, the Chair of the Committee shall so advise the Chair of the DRCLI and the candidate's Dean, and shall invite them to appear before the Committee at the same time and, at their option, make representations. The URCLI may also invite the Chair of the DRCLI and/or the Dean to appear at a meeting for clarification of their recommendation. Such an invitation shall be given in writing and shall identify the matters requiring clarification.

48B.10 The URCLI shall consider a candidate's case for reappointment or permanence and promotion in view of the recommendations of the DRCLI and Dean and in accordance with the criteria and procedures in this Agreement. The URCLI shall make a full, reasoned, written recommendation to the President, with copies to the candidate, the Chair of the DRCLI, and the Dean. In applications where the recommendation of the URCLI differs from concurring recommendations of the DRCLI and the Dean, whether positive or negative, it must provide a full rationale for its decision to differ based on the criteria in the agreement, or on a finding of substantive error or bias.

#### President's Review

48B.11 The substance of a URCLI recommendation made to the President pursuant to this Article 49 shall be binding upon the President. Upon receipt of a URCLI recommendation, the President shall make a procedural review of the case, and make one of the following decisions:

48B.11.1 to confirm, without qualification, the recommendation of the URCLI; or

48B.11.2 in the event of procedural irregularity judged by the President to have influenced the recommendation of the URCLI, to direct that the case be considered by a University Appeals Committee (UAC).

48B.12 Where the President confirms the recommendation of the URCLI, she shall communicate her decision in writing to the candidate, with copies to the URCLI, the Vice-President (Academic), the Chair of the DRCLI, the candidate's Dean, and the President of the Association within ten (10) working days of receiving the recommendation of the URCLI.

48B.13 Where the President directs the case to be considered by a UAC pursuant to Article 48B.11.2, she shall, within ten (10) working days of receiving the URCLI recommendation, render a written, reasoned decision identifying the procedural error(s)

necessitating an appeal. This decision shall be sent forthwith to the candidate, the URCLI, the Chair of the DRCLI, the candidate's Dean, and the President of the Association.

48B.13.1 When the President directs the case to be considered by a UAC, the candidate has the right to enumerate the grounds for an appeal under any of the grounds defined in Article 48B.15. The candidate shall enumerate these grounds in writing to the UAC within ten (10) working days of receiving notice of the President's decision.

48B.14 Where the President confirms a negative recommendation of the URCLI pursuant to Article 48B.11.1 and relating to reappointment or permanence and promotion, the candidate may within ten (10) working days of being notified of the decision, give written notice to the President, the URCLI, the candidate's Dean, the Chair of the DRCLI, and the President of the Association of her intention to appeal.

48B.14.1 When the candidate appeals a negative decision by the URC which is confirmed by the President, the candidate shall enumerate the grounds for the appeal pursuant to Article 48B.15 in her notice of appeal.

### Appeals

48B.15 The grounds on which a candidate may appeal the outcome of the President's Review under 48B.11 shall be limited to:

48B.15.1 Allegations that there were errors in procedure. Procedural grounds include the procedures of this Agreement as they apply to the DRCLI's, the Dean's, the URCLI's recommendations and/or the Presidential review.

48B.15.2 Allegations of substantive error. Substantive grounds include allegations of incorrect application of the criteria in the Collective Agreement.

48B.15.2.1 Candidates may only appeal on the basis of substantive grounds in cases where:

48B.15.2.1.1 the URCLI's decision has the effect of terminating employment, or

48B.15.2.1.2 the URCLI's decision conflicts with the recommendations of the DRCLI and/or the Dean.

48B.15.3 Allegations that academic freedom as defined in Article 2 has been violated;

48B.15.4 Allegations that the principles of equity and fairness as defined in Article 3 have been violated.

## University Appeals Committee

48B.16 When the President has received notice of appeal, she shall notify the Alternate Dean or appropriate substitute. The Dean shall, within thirty (30) calendar days, ensure the constitution of the UAC under the terms of 49.16.

48B.17 The following provisions shall govern the constitution of the UAC:

48B.17.1 No individual who participated in previous stages of the candidate's evaluation shall be a member of the UAC;

48B.17.2 The UAC shall be a three-person panel: one internal member named by the candidate; one internal member named by the URCLI (without the participation of its Chair); and one internal member chosen from the candidate's Faculty named by the Joint Committee. The Alternate Dean shall act as non-voting Chair. Each member of the committee shall perform the work of the committee in an objective manner.

48B.18 The function of the UAC shall be to determine if the recommendation of the URCLI 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 URCLI and not on its opinion of the recommendation.

48B.19 The following provisions shall govern the operation of the UAC:

48B.19.1 The UAC may decide by unanimous vote that no hearing is needed because the grounds advanced by the candidate under the provisions of 48B.11 are insufficient to warrant an appeal and not material to the URCLI's decision. In that case it shall not hear the appeal but shall uphold the URCLI's decision;

48B.19.2 Where the UAC decides that the grounds advanced by the candidate are sufficient to warrant an appeal, it must give written notice to the candidate, the President, the URCLI, the Vice-President (Academic), the Chair of the DRCLI, the candidate's Dean, and the President of the Association and it must start a hearing within twenty (20) working days;

48B.19.3 In considering the appeal the UAC shall consider only the evidence which was presented to the URCLI, and the criteria and procedures in this Agreement;

48B.19.4 The candidate, the President, and a member of the URCLI 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 49.18.5, and to answer any questions put by the UAC;

48B.19.5 The UAC by majority vote may call and examine the candidate, the Chair of the DRCLI, the candidate's Dean, and/or a member of the URCLI as

witnesses at the hearing. With the approval of the Joint Committee, other witnesses may be called. Only the UAC may question witnesses;

- 48B.19.6 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;
- 48B.19.7 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 ten (10) working days of the conclusion of the hearing in a full, reasoned, written report.
- 48B.20 In rendering a decision, the UAC may either uphold the recommendation of the URCLI or determine that the grounds for the appeal have been substantiated.
- 48B.21 If the UAC determines that the grounds for appeal have been substantiated it shall reassess the candidate's application in accordance with the criteria and procedures in this agreement. The UAC must not base its decision on the grounds for appeal alone but rather on an overall assessment of the candidate's application and the criteria for reappointment or permanence and promotion. It may not recommend that reappointment or permanence and promotion be granted solely on the basis of a procedural error.
- 48B.22 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 URCLI, the Vice-President (Academic), the Chair of the DRCLI, the candidate's Dean, and the President of the Association.
- 48B.23 The employer and the Association shall share equally all costs of business conducted by the UAC.

### Criteria

- 48B.24 Considerations in the assessment of candidates include the principles of equity and fairness in matters of reappointment and permanence and promotion as set out in Article 3A.
- 48B.25 The five (5) criteria by which a candidate for reappointment or permanence and promotion may be assessed are:
- 48B.25.1 Academic and/or professional credentials as defined in Article 48A;
  - 48B.25.2 Teaching performance and technical and administrative responsibilities;
  - 48B.25.3 Internal service;

48B.25.4 Professional and research currency.

48B.25.5 Any special conditions stated in the Letter of Appointment.

48B.26 The criteria for reappointment or permanence and promotion shall be continuing demonstrated competence in each of the five criteria listed in Article 48B.25.

48B.27 Every candidate, whether for reappointment or permanence and promotion, shall write a letter outlining how her application demonstrates that the relevant criteria in each category of evaluation have been met.

48B.27.1 The candidate shall include in her application:

- a. A letter of application documenting how she has met each of the criteria listed in Article 48B.25
- b. A current curriculum vitae

48B.27.2 The following evidence may be used in the assessment of teaching performance:

48B.27.2.1 In-class review by department peers;

48B.27.2.2 Peer review of course and program content;

48B.27.2.3 Results of Senate-approved student evaluations since the candidate's last review, or five years, whichever is longer;

48B.27.2.4 A concise teaching dossier, which may include:

- a statement of the candidate's philosophy of teaching and learning
- reflections on teaching and evaluations, and future teaching goals
- a sample of course outlines and instructional materials
- a list of contributions to curriculum evaluation and development
- a list of teaching awards/honours, if applicable
- comment on the supervision of theses, directed studies and/or independent studies, practica, and work terms, if applicable
- a representative sample of publications or conference presentations on teaching, if applicable

48B.27.3 Professional and Research Currency may be assessed by considering the candidate's participation in activities which include, but are not limited to:

- workshops



- seminars
- departmental and/or professional working groups
- conferences
- public speaking engagements of a professional nature
- maintaining license currency when applicable
- working within provincial regulatory board guidelines when applicable

### Reappointment

48B.28 Consideration for reappointment during the third year of a Lab Instructor member's initial three-year probationary appointment shall be automatic. Reappointment of probationary positions shall be for two (2) years.

### Permanence

48B.29 Reappointment after five (5) years of probationary service at Mount Saint Vincent University shall be with permanence and shall be at the rank of Lab Instructor II. Consideration for permanence during the final year of a candidate's second probationary appointment shall be automatic.

### Timetable

48B.30 The timetable listed below shall be used for all applications for reappointment or permanence and promotion made by Lab Instructor member's:

- 48B.30.1 1 MAY: Vice-President (Academic) notifies the candidate of automatic reappointment or permanence and promotion consideration. Within two weeks, the Dean shall forward a list of candidates for reappointment and permanence to the Vice-President (Academic);
- 48B.30.2 15 SEPTEMBER: the candidate's application is submitted;
- 48B.30.3 15 OCTOBER: the written recommendation of the Department is forwarded to the Chair of the URCLI for inclusion in the academic file; copies to the candidate and the Dean;
- 48B.30.4 22 OCTOBER: any written response from the candidate to the Department recommendation must be received by the Chair of the URCLI for inclusion in the academic file; copies to the Dean and the Chair;
- 48B.30.5 7 DECEMBER: the Dean's written recommendation is forwarded to the Chair of the URCLI for inclusion in the academic file; copies to the candidate and the Chair;
- 48B.30.6 14 DECEMBER: any written response from the candidate to the Dean's

recommendation must be received by the chair of the URCLI for inclusion in the academic file; copies to the Dean and the Chair;

48B.30.7 8 FEBRUARY: the URCLI shall forward its written recommendation to the candidate, the President, the Dean and the Chair;

48B.30.8 18 FEBRUARY: the President shall provide the candidate with her written decision, pursuant to Article 48B.11 to take one of the following actions (copies to the URCLI, Vice President (Academic), Dean, Chair, President of the Association):

48B.30.8.1 To transmit confirmation of the URCLI recommendation to the Board of Governors; or

48B.30.8.2 To send the matter to the University Appeals Committee.

48B.30.9 4 MARCH: where appropriate, the candidate shall provide written notice to send the matter to the UAC.

## **ARTICLE 49**

### **WORKLOAD FOR LAB INSTRUCTORS**

49.1 Reporting to the Dean, Lab Instructor members work collaboratively with the Department Chair and faculty member(s) responsible for the overall course. A Lab Instructor member's primary responsibilities are to teach laboratory classes and support course delivery through technical and administrative responsibilities relevant to the assigned laboratories. In addition, workload shall include internal service, maintaining professional and research currency, and may include other administrative service.

49.1.1 Lab Instructor members may be involved in scholarly and professional activity to the extent that it enhances their teaching and/or service responsibilities, providing that such involvement does not prevent the instructors from fulfilling their primary responsibilities.

49.1.2 Lab Instructor members may participate in external service providing that such involvement does not prevent the instructors from fulfilling their primary responsibilities.

49.2 The normal full-time teaching workload for a Lab Instructor member shall be 18 contact hours per week (6 three-hour lab periods or the equivalent per week) in each of the Fall and Winter terms. This amount shall be decreased proportionately as other academic or administrative, or technical duties over and above the normal academic administrative, and technical requirements of workload are assigned.

49.2.1 The normal teaching load of lab instructors holding partial appointments shall be a pro-rated share of the normal teaching workload in 49.2;

- 49.2.2 By agreement of the lab instructor, her Chair and Dean, a portion of the Lab Instructor member's normal instructional workload may be performed during Summer Session I and/or Summer Session II. A member shall have the right to one complete term free of teaching duties in each year;
- 49.2.3 By agreement of the lab instructor, her Chair and Dean, a lab instructor may teach the equivalent of one half-unit course per term as overload.
- 49.3 Teaching assignments shall normally be scheduled during the fall and winter terms, Monday through Friday, between 800 and 1700 hours. No member shall be required to teach more than one lab per term after 17:00 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.
- 49.4 By April 30 of each year, the Chair shall, in consultation with the Lab Instructor member and with the approval of the Dean, determine the member's workload for the Agreement year. The allocation of teaching assignments shall be done fairly, and in accordance with Article 3A taking into consideration the following factors:
- 49.4.1 The scheduling of teaching times and avoiding scheduling conflicts with Faculty Association and Department meetings;
  - 49.4.2 The size of laboratory class;
  - 49.4.3 The number of lab preparations for different courses;
    - 49.4.3.1 A lab instructor will normally prepare no more than three distinct laboratory preparations (i.e., three distinct course numbers) in any one term. Assignment of additional distinct preparations shall result in a reduced workload.
  - 49.4.4 The preparation time required for labs offered by a member for the first time, including consideration of the member's area of expertise;
  - 49.4.5 Type of course;
  - 49.4.6 The extent to which the lab requires technology-enabled delivery modes;
  - 49.4.7 The availability or otherwise of teaching support (e.g., lab technician, stockroom technician, markers, student assistants);
  - 49.4.8 The fulfillment of program curricular requirements;
  - 49.4.9 Administrative and supervisory responsibilities that the University assigned with the approval of the Dean.

49.5 No member is required to teach a lab or course as an overload. Where such an assignment is undertaken, the member shall not teach more than one full unit during the fall/winter terms, nor shall the member teach more than one full unit during the summer. Members teaching overload under the provisions of this article shall receive compensation in accordance with the provisions of Article 38.15.

49.5.1 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, 29.6a and 29.6 b, such overload shall not be deemed to contravene the provisions of 49.5.

49.6 The specific components of a Lab Instructor member's workload shall include a combination of teaching, technical and administrative responsibilities:

49.6.1 Teaching responsibilities may include any combination of the following:

- a) Prepare and deliver introductory lecture to provide a theoretical framework for lab activities;
- b) Provide guidance to students throughout lab session and relate observations to theory and practice;
- c) Keep regular, posted office hours;
- d) Develop marking keys and/or mark laboratory assignments, reports, and quizzes;
- e) Set up, administer, and assist in invigilating laboratory quizzes and examinations in consultation with the faculty member(s) responsible for the overall course;
- f) Develop and update lab outlines, laboratory manuals/packages, exercises, handouts, instructions, web-based content that support course objectives;
- g) Interview, hire and supervise student lab markers and assistants;
- h) Develop reading packages to support students in writing lab reports, case studies, and assignments;
- i) Identify and confirm guest speakers;
- j) Arrange for tours and job shadow placements;
- k) Develop and implement methods for evaluating student performance giving due regard to senate regulations.

49.6.2 Technical Responsibilities may include any combination of the following:

- a) Manage/coordinate day-to-day laboratory activities and ensure laboratories, equipment and materials are prepared for teaching. This may include coordinating lab sections and providing guidance and support to other lab instructors to ensure consistency across sections;
- b) Anticipate, source and requisition supplies. With the approval of the Chair, responsible for budgeting, maintaining and reporting financial records and determining specifications for ordering of equipment and supplies;
- c) Co-ordinate efforts of other laboratory staff in regard to ordering and receiving of equipment and supplies;
- d) Instruct students on the proper use of equipment and workplace safety, supervise students to ensure that correct and safe laboratory procedures are followed, pursuant to the Occupational Health and Safety Act and the Nova Scotia Food Safety Regulations. Maintain updated MSDS and WHMIS labeling where appropriate;
- e) Cooperate with other laboratory staff in terms of compiling laboratory and tutorial stock and inventory information for the department;
- f) Working with the Chair, conduct lab safety inspections, ensure adequate inventory and ensure maintenance of lab facilities and equipment;
- g) Develop and maintain safety manuals and procedures.

49.6.3 Administrative Responsibilities may include any combination of the following:

- a) Tabulate, compile, and keep student laboratory attendance and maintain records of student performance and laboratory grades;
- b) Assist with scheduling and assigning of lab sections;
- c) Develop and manage websites;
- d) Supervise access, use, and security of lab facilities;
- e) Provide student advising regarding laboratory assignments and reports and/or academic program requirements;
- f) Provide reference letters for students;

g) Review textbooks, lab manuals and software for potential adoption to achieve course and/or program objectives.

49.6.4 In addition to the above, the Department Chair may from time to time assign other reasonable duties. Such duties do not become part of the regular duties of the Laboratory Instructor member.

49.7 Each Lab Instructor member shall submit an annual report on her workload activities during the period of 1 July – June 30. The report shall reference annual workload as described in 49.1 and 49.4. The report shall be no more than two pages in length, and shall be submitted to the Dean, with a copy to the Lab Instructor member's Chair, no later than 1 September following the period reported on. The Dean shall review and return to her a signed copy of her Report, copied to her Department Chair. The Dean may include qualitative comments with the returned annual report. In the event that a member has not received qualitative comments from the Dean with the returned annual report, she may request them. A member may provide a response to the Dean's comments.

49.8 While the parties agree that lab instructors have primary responsibilities as described in 49.1, the parties recognize that engagement in scholarly and/or professional activities that enhance teaching and/or service responsibilities will benefit members, students, colleagues and the University. In order to facilitate such activity, lab instructor members are entitled to 10 off-campus or on-campus Professional Development days per year. Time taken under 49.8:

49.8.1 may not be carried beyond June 30 of an Agreement year;

49.8.2 may be taken at a rate of two days or less per month, or banked and taken in larger blocks;

49.8.3 shall be handled as part of normal scheduling procedures if time taken is two days or less per month;

49.8.4 shall be scheduled with the Chair and Dean by June 30 of each Agreement year if a block of time taken is greater than two days per month;

49.8.5 shall not interfere with scheduled teaching assignments.

**ARTICLE 50                    TRANSITION TO THE AGREEMENT**

- 50.1    Except as otherwise specified in the Article or below, all provisions of this Collective Agreement come into effect upon the ratification of the Agreement.
- 50.2    The provisions of Articles 20, 21 and 48 shall apply to new applications for reappointment, tenure, permanence and/or promotion commencing in 2013.
- 50.3    The provisions of Appendix C: Travel Fund Policy and Guidelines shall come into effect with the 2013-14 fiscal year.
- 50.4    The provisions of Article 23.2.2 which define the workload for faculty holding appointments with term shall be effective July 1, 2012.
- 50.5    Changes to the course relief for the UREB Chair in Article 23.14.3 shall be effective July 1, 2013.
- 50.6    Changes to the method of counting FTE in Article 32.1.5 shall be effective June 1, 2013.

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In witness whereof, on this   23rd   day of   January  , 2013, the Parties hereto have attested to ratification by their respective constituencies and have signed this Agreement by its respective duly authorized officers and representatives.

\_\_\_\_\_  
Mount Saint Vincent University  
Faculty Association

\_\_\_\_\_  
Mount Saint Vincent University  
Board of Governors

\_\_\_\_\_  
Mount Saint Vincent University  
Faculty Association

\_\_\_\_\_  
Mount Saint Vincent University  
Board of Governors

APPENDIX A: CERTIFICATION ORDER Page One



L.R.B. No. 3399  
(Sec. 22)

LABOUR RELATIONS BOARD  
NOVA SCOTIA

IN THE MATTER of the Trade Union Act of Nova Scotia, and

IN THE MATTER of Mount Saint Vincent University Faculty  
Association, 1987  
166 Bedford Highway,  
Halifax, Nova Scotia  
B3M 2J5

Applicant

- and -

Mount Saint Vincent University,  
166 Bedford Highway,  
Halifax, Nova Scotia  
B3M 2J5

Respondent

APPLICATION having been made to the Labour Relations Board (Nova Scotia) on November 30, 1987, for Certification of the Applicant as Bargaining Agent pursuant to the Trade Union Act;

AND the Board having conducted a vote on December 7, 1987, in accordance with Section 24 (1) of the Trade Union Act;

AND the Application having been contested by the Respondent, but no Hearing held;

AND the Board having been satisfied that forty percent or more of the employees in an appropriate Bargaining Unit are members in good standing of the Applicant in accordance with Section 22 (1) of the Trade Union Act and Regulation 10 Governing Procedure of the Board;

AND the Board having been satisfied that the majority of those employees in the Unit determined by the Board to be appropriate cast ballots in favour of the Applicant Trade Union;

THEREFORE, the Labour Relations Board (Nova Scotia) does hereby certify the Mount Saint Vincent University Faculty Association, (1987), Halifax, Nova Scotia, as the Bargaining Agent for a Bargaining Unit consisting of all full-time ongoing faculty, sessional faculty, and professional librarians, but excluding lab instructors, the Chief Librarian, visiting professors whose appointments at Mount Saint Vincent University do not exceed two years in duration, all persons who are seconded to or from other institutions and 50% or more of whose salaries and benefits are determined by government or other institutions, those classifications described in Schedule "A" hereto and those employees excluded by virtue of subsection 1(2)(a) of the Trade Union Act. The effective date of this Order is March 16, 1988.

MADE BY THE LABOUR RELATIONS BOARD (NOVA SCOTIA) AT HALIFAX, THIS TWENTY-THIRD DAY OF MARCH, 1988, AND SIGNED ON ITS BEHALF BY THE CHIEF EXECUTIVE OFFICER.

K. H. Horne  
Chief Executive Officer



**APPENDIX A: CERTIFICATION ORDER Page two**



L.R.B. No. 3399  
(Sec. 22)

**LABOUR RELATIONS BOARD  
NOVA SCOTIA**

- 2 -

SCHEDULE "A"

1. President
2. Academic Vice-President
3. Administrative Vice-President
4. Dean of Human and Professional Development
5. Executive Assistant to the President
6. Assistant to the President (Research, Planning and Information Resources)
7. Dean of Humanities and Sciences
8. Supervisor of Child Study Centre
9. Director of Student Services
10. Director of Art Gallery
11. Director of Computing and Technological Services
12. Director of Continuing Education
13. Associate Director of Continuing Education
14. Assistant Director of Continuing Education
15. Director of Cooperative Education
16. Coordinator of Cooperative Education
17. Coordinator of Instructional Television
18. Registrar
19. Admissions Officer
20. Counsellor/Assistant Director, Student Services
21. Institutional Researcher
22. Health Educator
23. Co-ordinator, Athletics and Recreation

## APPENDIX A: AMENDED CERTIFICATION ORDER



LRB-6214  
Amended  
(Sec. 28)

### LABOUR RELATIONS BOARD NOVA SCOTIA

IN THE MATTER of the Trade Union Act of Nova Scotia, and

IN THE MATTER of Mount Saint Vincent University Faculty Association ("MSVUFA") - Applicant

- and -

Mount Saint Vincent University

- and -

Nova Scotia Government and General Employees Union - Respondents

APPLICATION having been made to the Labour Relations Board (Nova Scotia) on February 12, 2008, pursuant to Section 28 of the Trade Union Act of Nova Scotia to include specific additional classifications of employees in the MSVUFA bargaining unit;

AND the Application having been contested by the Respondent Mount Saint Vincent University;

AND the Applicant also having filed an Application for Successor Rights pursuant to Section 32 of the Trade Union Act of Nova Scotia (LRB-6216);

AND by letter dated March 13, 2008 the Nova Scotia Government and General Employees Union advised they would not contest the applications and would not be a Respondent in the applications;

AND the Chair of the Labour Relations Board (Nova Scotia) having held a pre-hearing conference call with the parties on April 1, 2008;

AND the Board having heard representation, evidence and argument from the Applicant and Mount Saint Vincent University at a hearing held on July 8, 9 and 11, 2008 and scheduled the hearing to continue on September 8, 11 and 15, 2008 but not held;

AND by letter dated September 2, 2008 the Applicant having advised the Board that the parties had reached an agreement to include full time ongoing laboratory instructors and sessional laboratory instructors in the MSVUFA bargaining unit effective on the expiry of the present collective agreement between the Applicant and Mount Saint Vincent University (expiring June 30, 2010);

THEREFORE, the Labour Relations Board (Nova Scotia) does hereby amend LRB-3399 dated March 23, 1988 to include full time ongoing laboratory instructors and sessional laboratory instructors in the MSVUFA bargaining unit effective on the expiry of the collective agreement between the Applicant and Mount Saint Vincent University (expiring June 30, 2010).

MADE BY THE LABOUR RELATIONS BOARD (NOVA SCOTIA) AT HALIFAX, THIS SECOND (2<sup>nd</sup>) DAY OF DECEMBER, 2008, AND SIGNED ON ITS BEHALF BY THE CHIEF EXECUTIVE OFFICER.

Mary-Lou Stewart  
Chief Executive Officer

**APPENDIX B: PROGRAMME REDUNDANCY**

LETTER OF UNDERSTANDING

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

13 June, 2012

The parties agree that there shall be no layoffs for reasons other than financial exigency during the term of this Agreement.

This Letter of Understanding 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.

\_\_\_\_\_  
Mount Saint Vincent University  
Faculty Association

\_\_\_\_\_  
Mount Saint Vincent University  
Board of Governors

\_\_\_\_\_  
June 13, 2012

Date

## **APPENDIX C: TRAVEL FUND POLICY AND GUIDELINES**

Travel Grants as established in Article 40 will be awarded through the fiscal year on the following basis. In all cases, actual reimbursement will be based upon submitted receipts, up to the amount awarded by the Travel Committee. Applications should reach the Deans' offices according to the following schedule and deadlines in the academic year, it being understood that exceptions may be made in cases where meetings or conferences are announced too late for members to meet the deadline. Members on leave, other than sabbatical leave, are not eligible for such grants.

### Estimated Time of Travel Deadline

- 1 April - 14 June 15 January
- 15 June - 31 October 31 March
- 1 November - 15 January 15 September
- 16 January - 31 March 4 November

### **Phase I**

Awards will be granted in terms of the following categories:

#### CATEGORY A

##### 1. Members participating in scholarly and/or professional 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.
- 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 \$2,000.

4. Transportation support for the Learned Societies will be equal to all successful applicants and based upon the Travel Committee's judgment of average costs, although actual reimbursements will be based upon receipts submitted, up to the amount awarded by the Travel Committee.

## CATEGORY B

1. Members representing their department(s) and /or program(s) at meetings or conferences.
2. The member's Dean or University Librarian is required to authorize applications for Category B funding. In authorizing applications, the Dean shall consider the following criteria (listed in order of priority):
  - 2.1 Attendance at the meeting or conference is required for accreditation
  - 2.2 Attendance will benefit multiple programs
  - 2.3 Attendance will benefit a program
  - 2.4 Attendance will provide other specific benefit to the university
3. Members awarded funds under Category B will be reimbursed for all travel expenditures - transportation, registration fees, accommodation, meal allowances. (For definition of "transportation" see above under Category A). The maximum support for a faculty member in this category in a fiscal year will be equal to the maximum support for Category A funding.

## Phase II

At the end of the fiscal year, when all successful applications have been supported in Phase I, the Committee will disburse any funds remaining in the Travel Fund in the following manner. Should the remaining funds be insufficient to cover the full cost of applications made under Phase II, they shall be divided among applicants proportionally to the amount of their claim.

### First Priority

Those who have attended a scholarly conference or workshop in support of research, teaching, or library responsibilities during the fiscal year are eligible to receive the cost of transportation upon submission of receipts.

### Second Priority

Additional reimbursement for those supported under Category A for such expenses as registration fees, accommodations, and meals. Faculty members should retain all applicable receipts against this possibility.

## **Responsibilities of Grantees**

1. Members receiving grants under Category A, or in the First Priority of Phase II, will forward a report of their activity to the appropriate Dean upon completion of their travel.
2. Members receiving grants under Category B 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/Director's approval.

### **The Travel Committee will comprise:**

The Dean of Arts and Science (Chair)

The Dean of Professional Studies or The Dean of Education

The Associate Vice-President (Academic & Research)

The University Librarian

One Chair/Director from each of the three Faculties, to be elected by all the members of the bargaining unit for two year terms.

**APPENDIX D: STUDENT RATING OF INSTRUCTION QUESTIONNAIRES**

LETTER OF UNDERSTANDING  
BETWEEN  
THE BOARD OF GOVERNORS OF MOUNT SAINT VINCENT UNIVERSITY  
AND  
THE MOUNT SAINT VINCENT UNIVERSITY FACULTY ASSOCIATION

September 13, 2012

The parties agree to maintain the existing language in Articles 20, 21, 22, and 48 regarding the usage of Senate Approved Student Ratings of Instruction and that the Vice-President(Academic) together with a faculty member chosen the by Faculty Association, shall bring forward to Senate during the 2012-13 Senate schedule, a motion to consider revising the procedures for Senate Approved Student Ratings of Instruction to include a requirement that students sign the evaluation form. It is clearly understood by the parties that the motion brought to Senate will be to provide for student signatures on Student Ratings of Instruction in a secure manner that does not identify individual student responses to the instructor.

\_\_\_\_\_  
Mount Saint Vincent University  
Faculty Association

\_\_\_\_\_  
Mount Saint Vincent University  
Board of Governors

\_\_\_\_\_  
October 29, 2012  
Date

## **Attachment 1: Designated Laboratory Courses**

Applied Human Nutrition (GAHN + NUTR)	1102, 1103, 3315, 3326, 4400, 4409, 4414, 4417, 6400, 6409, 6414, 6417
Biology (BIOL)	1152, 1153, 2202, 2203, 2204, 2207, 2240, 3309, 3310, 3312, 3322, 3330, 3370, 3372, 3501, 3502
Chemistry (CHEM)	1003, 1005, 1011, 1012, 2101, 2201, 2301, 2302, 2401, 2402, 3101, 3102, 3401, 3402, 3501, 3502
Family Studies & Gerontology (FSGN)	3321
Mathematics (MATH)	2208, 2209
Physics (PHYS)	1101, 1102, 1120, 1130, 2301
Psychology (PSYC)	2209, 3312
Public Relations (PBRL)	2015, 3022
Business Administration/ Tourism and Hospitality Management (THMT)	1116, 2216, 3316, 3321, 4411



Schedule 1F: Faculty Salary Scale (July 1, 2012)

**Increment: \$2,630**

Grid Step	Lecturer	Assistant	Associate	Professor
1	58,320	64,621	84,506	106,673
2	60,950	67,251	87,136	109,303
3	63,580	69,881	89,766	111,932
4		72,511	92,396	114,562
5		75,141	95,026	117,192
6		77,771	97,656	119,822
7		80,401	100,286	122,452
8		83,031	102,916	125,082
9		85,661	105,546	127,712
10			108,175	130,342

**Schedule 2F: Faculty Salary Scale (July 1, 2013)**

**Increment: \$2,676**

Grid Step	Lecturer	Assistant	Associate	Professor
1	59,341	65,752	85,985	108,539
2	62,017	68,428	88,661	111,215
3	64,692	71,104	91,337	113,891
4		73,780	94,013	116,567
5		76,456	96,689	119,243
6		79,132	99,365	121,919
7		81,808	102,041	124,595
8		84,484	104,717	127,271
9		87,160	107,393	129,947
10			110,068	132,623

**Schedule 3F: Faculty Salary Scale (July 1, 2014)**

**Increment: \$2,729**

Grid Step	Lecturer	Assistant	Associate	Professor
1	60,527	67,067	87,705	110,710
2	63,257	69,797	90,434	113,440
3	65,986	72,526	93,164	116,169
4		75,256	95,893	118,899
5		77,985	98,623	121,628
6		80,714	101,352	124,357
7		83,444	104,082	127,087
8		86,173	106,811	129,816
9		88,903	109,540	132,546
10			112,270	135,275

**Schedule 1L: Librarian Salary Scale (July 1, 2012)**

**Increment: \$2,262**

Grid Step	Librarian I	Librarian II	Librarian III	Librarian IV
1	50,983	56,403	73,504	92,567
2	53,244	58,665	75,766	94,829
3	55,506	60,926	78,027	97,090
4		63,188	80,289	99,352
5		65,449	82,551	101,613
6		67,711	84,812	103,875
7		69,973	87,074	106,137
8		72,234	89,335	108,398
9		74,496	91,597	110,660
10			93,859	112,922

**Schedule 2L: Librarian Salary Scale (July 1, 2013)**

**Increment: \$2301**

Grid Step	Librarian I	Librarian II	Librarian III	Librarian IV
1	51,875	57,390	74,791	94,187
2	54,176	59,691	77,092	96,488
3	56,477	61,992	79,393	98,789
4		64,294	81,694	101,091
5		66,595	83,995	103,392
6		68,896	86,296	105,693
7		71,197	88,598	107,994
8		73,498	90,899	110,295
9		75,800	93,200	112,596
10			95,501	114,898

**Schedule 3L: Librarian Salary Scale (July 1, 2014)**

**Increment: \$2,347**

Grid Step	Librarian I	Librarian II	Librarian III	Librarian IV
1	52,913	58,538	76,286	96,071
2	55,260	60,885	78,634	98,418
3	57,607	63,232	80,981	100,765
4		65,580	83,328	103,112
5		67,927	85,675	105,460
6		70,274	88,022	107,807
7		72,621	90,370	110,154
8		74,968	92,717	112,501
9		77,316	95,064	114,848
10			97,411	117,196

**Schedule 1LI: Lab Instructor Salary Scale (July 1, 2012)**

**Increment: \$1,674**

Grid Step	Lab Instructor I	Lab Instructor II
1	45,663	53,966
2	47,337	55,640
3	49,010	57,313
4	50,684	58,987
5	52,358	60,660
6	54,031	62,334
7	55,705	64,008

**Schedule 2LI: Lab Instructor Salary Scale (July 1, 2013)**

**Increment: \$1,703**

Grid Step	Lab Instructor I	Lab Instructor II
1	46,462	54,911
2	48,165	56,613
3	49,868	58,316
4	51,571	60,019
5	53,274	61,722
6	54,977	63,425
7	56,680	65,128



**Schedule 3LI: Lab Instructor Salary Scale (July 1, 2014)**

**Increment: \$1,737**

Grid Step	Lab Instructor I	Lab Instructor II
1	47,392	56,009
2	49,129	57,746
3	50,866	59,483
4	52,602	61,219
5	54,339	62,956
6	56,076	64,693
7	57,813	66,430