

# **Collective Agreement**

between

**Mount Saint Vincent University**

**Board of Governors**

and

**Mount Saint Vincent University**

**Faculty Association**

**Expires June 30, 2026**

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## TERRITORIAL ACKNOWLEDGEMENT

MSVU etek Kjipuktuk, Mi'kma'ki, Mi'kmaq wmitkiwew ta'n mna'q iknmuetasinuk. Ula maqamikew wiaqtek Wantaqo'tie'l aqq Ila'matultimkewe'l Ankukamkewe'l kisutasikipn 1725ek aqq 1779ek. Ula ankukamkewe'l ketlewife'tasikipn Mawi-espe'k IIsutekemkewey Kanata aqq keknuite'tasik Teli-alsutmi'tij ula Maqamikew L'nu'k ( wiaqwikasik kitk 1763ewey Eleke'witewey Teplutasik aqq elt ankukamkewe'l weja'tekemkek aqq Pkesikn35(1) 1982ewey Wi'katikn Teplutasik Tel-pukuik Kanata). Ankukamkewe'l na keknu'e'kl kisa'matimkl ta'n wettaqne'wasikl tplutaqnn wjit Te'sunemiksijik tel-wije'wmi'titl Ankukamkewe'l tela'matulti'tij. Kepmite'tmek kjijitaqnwesko'tmi'tij Mi'kmaq wjit teli-anko'tasik maqamikew aqq sam'qwan aqq elt teli-kina'muksi'k kisiku'k wejkwataqnik, kiskuk aqq elmi'knik. (Translation provided by Mi'kmaw Kina'matnewey.)

MSVU is located in Kijipuktuk (Halifax), part of Mi'kma'ki, the unceded ancestral territory which remains the homeland of the Mi'kmaq Nation. This territory is covered by the Covenant Chain of Treaties of Peace and Friendship signed between 1725 and 1779. These treaties are affirmed by the Supreme Court of Canada and recognize Aboriginal Title (which is embedded in both the 1763 Royal Proclamation and in section 35(1) of the 1982 Constitution Act). The treaties are living agreements that establish the rules for an ongoing Treaty relationship between nations.

We pay respect to the knowledge embedded in the Mi'kmaw custodians of the lands and waters and to the Elders, past, present, and future.

## DEFINITIONS

Agreement:	this Collective Agreement.
Agreement Year:	twelve (12) 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.
Director:	the Director of Teacher Education or of Graduate Education in the Faculty of Education.
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).
Fiscal Year:	twelve (12) months beginning 1 April.
Full-time Appointment:	a type of appointment whose workload is as specified in Articles 23.1 and 23.2 or 45 for faculty, Articles 24.1 and 24.2 for librarians, and Articles 50.1 and 50.2 for lab instructors.
Grievance Officer:	an Association member appointed by the Association Executive to represent members in the application of the Agreement. When the Grievance Officer is unavailable, the Executive appoints another Association member to act as the Grievance Officer.
Member:	a member of the bargaining unit.



Online Course Development Contract:	a contract between the Employer and a member for the development, re-development, and /or revision of an online credit course.
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 one-half(0.5) 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 2 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**

### Workplace Diversity and Non-Discrimination

3.1 It is agreed that there shall be no discrimination practiced with respect to any member by reason of age; race; colour; religion; creed; sex; sexual orientation; gender identity; gender expression; physical disability or mental disability; an irrational fear of contracting an illness or disease; ethnic, national, or Indigenous origin; family status; marital status; source of income; political belief, affiliation, or activity; membership or activity in the Association; any other characteristic enumerated in the Nova Scotia *Human Rights Act*; as well as an individual's association with another individual or class of individuals having protected characteristics (providing such do not preclude the member carrying out required duties).

3.2 Mount Saint Vincent University has a distinct history as an academic institution founded by women for the purpose of educating women. The first Collective Agreement between the parties in 1988 acknowledged this mission by using the pronouns she/her/hers instead of the then more commonly used pronouns he/him/his. This feminist linguistic intervention continued in subsequent collective agreements. The parties acknowledge that the use of any specific gendered pronoun set can be seen as exclusionary to members who identify outside the gender binary or with diverse gender identities. In 2023, the parties agreed to move to gender-neutral language in this Agreement to make it more inclusive.

3.3 It is understood and agreed that, notwithstanding Article 3.1 above, the Employer's policy with respect to the preferred hiring of women shall continue and shall be encouraged and developed by the parties to this Agreement.

3.4 The parties are committed to the goal of increasing the number of members from equity-deserving groups 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. It is understood that, notwithstanding Article 3.1, the Employer practice preferred hiring of Indigenous faculty, librarians, and lab instructors, with an emphasis on women as per Article 3.3.

3.5 The parties acknowledge the value of diversity of people, knowledge, and ways of knowing in our community.

3.6 The parties further acknowledge the role that our University, as an educational institution, has played in the perpetuation of colonial systems, both historically and in contemporary times. We acknowledge the need to learn and change and to demonstrate respect for and to work towards reconciliation with Indigenous peoples and other marginalized populations.

3.7 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.

3.7.1 Career decisions shall be based only on the stated criteria, with consistent procedures and following thorough and deliberate evaluation of the relevant evidence.

3.7.2 Those involved in all stages of the review process shall consider all the relevant evidence, and they shall not make use of hearsay evidence or other evidence not contained in the candidate's file.

3.8 It is understood and agreed that, notwithstanding Article 3.1, the Employer, in line with the terms of the Federal Contractors Program to implement employment equity, is committed to the hiring of women, visible minorities, Indigenous peoples, and persons with physical or mental disabilities, as well as other groups that would contribute to the diversification of the University, such as African Canadians, other racialized groups, and persons of diverse sexual orientations and gender identities and/or expressions, as per the University Employment Equity Policy dedicated to diversity and inclusion.

#### Fair Treatment

3.9 The parties to this Agreement neither tolerate nor condone sexual or personal harassment in the workplace. The parties acknowledge that any allegations of sexual or personal harassment shall be dealt with in accordance with the provisions of the University's policy on harassment and discrimination.

3.10 The parties to this Agreement agree that the provisions of the University's current policy on harassment and discrimination 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 policy on harassment and discrimination.

3.10.1 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. Approval shall not be unreasonably withheld.

3.11 If a recommendation for disciplinary action or dismissal is made in the application of the provisions of the current policy on harassment and discrimination, the procedures outlined in Article 34 (Discipline and Dismissal) of this Agreement shall apply.

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

3.13 A member retains the right to grieve any alleged violation of this Agreement that may arise in the application of the policy on harassment and discrimination.

#### Accommodation

3.14 The parties acknowledge that the commitment to no discrimination in Article 3.1 may give rise to the duty to accommodate an individual member. The parties agree that in such circumstances there will be a reasonable accommodation up to the point of undue hardship. 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*.

3.15 The parties agree that any accommodation under this article shall be a written agreement between the Employer 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 the application file if the member 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 2026.

4.2 Either party may within 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 lockout 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 THE ADMINISTRATION OF THE AGREEMENT**

7.1 A joint committee for the Administration of the Agreement, composed of three (3) representatives of the Employer and three (3) representatives of the Association, shall be established within twenty (20) working days of the signing of the Agreement. Representatives of each party, with a maximum of three (3) alternates, shall be named annually by 30 June.

7.2 This committee shall normally meet on a monthly basis or 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 the 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.

7.3.1 Upon agreement of both parties, internal or external advisors on Equity, Diversity, Inclusion and Accessibility may be invited to the committee as a resource on EDIA matters.

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 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 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 Office of the Association President, and the President of the University. Decisions made via email communication shall be signed by both parties and distributed by the Office of the Vice-President Academic and Provost to the Office of the Association President, 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 RELEASE FOR THE ASSOCIATION**

9.1 The Employer shall provide one (1) unit of course release to the Association in each Agreement year.

9.2 The Association may purchase additional units of course release at overload stipend rates (as specified in Article 38) for one (1) or more of its members with the agreement of the member's (members') Chair(s)/Director(s) and appropriate Dean(s)/University Librarian, and upon request to the Vice-President Academic and Provost. Such requests shall normally be made annually by 15 May.

9.3 If a librarian member of the Association receives any release under this Article, the member shall receive one (1) day of release per week for a period of fourteen (14) weeks as the equivalent of one-half (0.5) unit course release per term.

#### **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 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 Administrative Assistant 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 Association President 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 Within thirty (30) calendar days following the signing of this Agreement, the Employer shall post a copy of this Agreement on the university website and shall provide the Association with fifty (50) printed copies.

#### **ARTICLE 12: FINANCIAL INFORMATION**

12.1 For the Agreement year that ended on 30 June, the Employer shall provide the Office of the Association President by 31 December of each year:

- 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 the number of part-time faculty contracts issued by the Employer organized by term;
- 12.1.4 the number of overloads organized by department/Faculty of Education;
- 12.1.5 the accumulated course release units organized by department/Faculty of Education;
- 12.1.6 pension contribution percentage organized by number of members at each pension contribution level.

#### **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 and Provost, 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 Governor 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 this member 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 among 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.

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.

#### 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 and Provost 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.

#### 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 President shall notify the Association President 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 twenty (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 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 (1) member shall be named by the Association;

17.7.2 One (1) 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 Article 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 forty (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 Article 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 Article 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 (2) or more persons of equal seniority as determined by Article 17.16.1 and Article 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, and 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 (2) 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, the member's spouse, and/or the member's 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 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 Article 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 a relinquishment of recall rights.

17.32 All correspondence between the Employer and individual members arising from the provisions of this Article shall be copied to the Office of the Association President.

## **ARTICLE 18: APPOINTMENT (FACULTY MEMBERS)**

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 scholarly 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.

18.1.5 Where development and sharing of Indigenous knowledge and languages, engagement with culturally appropriate research and publication venues, community and/or

public service, and lived experiences related to Indigenous knowledge are considered in determining appointment rank, the University's resource persons on Indigenous affairs and/or on Equity, Diversity, Inclusion, and Accessibility may be consulted by the Department Appointments Committee (DAC) or the Office of the Vice-President Academic and Provost on the appropriate weighting of these factors toward rank.

18.1.6 Where development and sharing of diverse forms of knowledge and languages, engagement with culturally appropriate research and publication venues, community and/or public service, and lived experiences related to diverse forms of knowledge are considered in determining appointment rank, and where candidates who self-identify in application materials as being a member of one or more of the following groups: women, persons of any sexual orientations and gender identities and/or expressions, African Canadians, other racialized groups, persons with disabilities and other groups, the University's resource person on Equity, Diversity, Inclusion and Accessibility may be consulted by the Department Appointments Committee (DAC) or the Office of the Vice-President Academic and Provost on the appropriate weighting of these factors toward rank.

18.2. All appointments of faculty members in 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 categories contained in Article 20.22.

18.3. Initial appointments for faculty members shall normally be full-time probationary appointments. Partial-time (normally 80%, 60%, or 40%) 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 (3) years and shall terminate on 30 June.

18.5. When a candidate appointed to the rank of Lecturer completes a doctorate within the term of the probationary appointment(s), promotion to the rank of Assistant Professor, effective the first day of the month following confirmation of completion, shall be automatic. When a candidate at the rank of Lecturer is reappointed after three (3) years of service, it shall be at the rank of Assistant Professor.

18.6. Appointments with term for faculty members 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 program;

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 program;
- 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 decision not to grant tenure (to a maximum of twelve (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 Article 18.7 shall not apply retroactively to any term positions served prior to 1 July 2007.

18.7.2 Faculty members holding term positions fully funded through off-campus or distance programs of defined duration shall be subject to the provisions of Article 18.7 effective 1 July 2013. The provisions of Article 18.7 shall not apply retroactively to term positions of this type served prior to 1 July 2013.

18.8. All appointments of faculty members 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 when 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, tenure, and promotion, and/or recognition of up to two (2) years of university experience, as approved by the Dean, to count as continuous service towards sabbatical leave;

18.8.9 nothing in any employment agreement shall violate the provisions of this Agreement.

18.9. Letters of appointment shall include a link to an electronic copy of this Agreement and a link to electronic copies of published documents describing group insurance and pension plans currently in effect.

18.10. When a faculty member 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 when there are more than four (4) eligible faculty members, a minimum of four (4) such members, to be elected by the department/Faculty of Education. Eligible faculty members shall be those holding probationary or tenured positions and having no conflicts of interest and able to participate in all aspects of the selection process. The Chair of the department/Director or designate shall be the Chair of the DAC.

18.10.1.1 In departments with fewer than four (4) 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 (4).

18.10.1.2 If a member of the DAC becomes ineligible to serve on the committee, the member shall resign immediately. The committee shall not require a replacement member unless the membership becomes fewer than four (4). In the event that the membership of the DAC becomes fewer than four (4), the Chair shall appoint an additional eligible member from within the department, or, if there is no eligible member of the department, the Chair shall add a member as per Article 18.10.1.1.

18.10.2 Faculty hiring shall take place in accordance with Article 3.

18.10.3 An annual online Fair Hiring Workshop for Deans and members of DACs shall be offered through the Office of the Vice-President Academic and Provost, in collaboration with the Faculty Association members of the Joint Committee, and in accordance with the recommendations of the University Employment Equity Policy, and in consultation with the University's resource persons on Indigenous affairs and on Equity, Diversity, Inclusion, and Accessibility.

18.10.3.1 All members who serve on the Department Appointments Committee shall be required to participate in equity, diversity, inclusion and accessibility (EDIA) training organized by the Office of the Vice-President Academic and Provost in consultation with the University's resource persons on Indigenous Affairs and on Equity, Diversity, Inclusion, and Accessibility (EDIA) and the Association members of the

Joint Committee for Administration of the Collective Agreement before commencing their work and at least once over the life of the Agreement.

18.10.4 The Department Chair/Director, in accordance with the recommendations of the department/Faculty of Education and the DAC, shall provide the Dean with a draft advertisement specifying the qualifications, areas of competence, and teaching load required of the faculty member position.

18.10.5 The Vice-President Academic and Provost shall authorize the placement of the final advertisement in relevant publications, including those addressed to Indigenous and to other equity-deserving groups, and the University's website. The final advertisement shall include reference to this Agreement and the University's Employment Equity Statement. In support of the University's EDIA efforts, all applicants shall be required to return the signed Self-Identification Questionnaire Form to the University Equity, Diversity, Inclusion and Accessibility Advisor. Language indicating this requirement shall be included in the advertisement. 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.

18.10.5.1 In the case of term positions of twelve (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.

18.10.6 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. If a faculty member holding an appointment with term possesses the qualifications and specific areas of competence identified in the advertisement, the member shall be placed on the short list and be interviewed for the appointment.

18.10.7 Normally, the three (3) top candidates from the short list may take part in the next stage of the selection process; the Vice-President, Academic and Provost may authorize additional candidates upon the request of the DAC.

18.10.8 The selection process may include meetings with a member of the Faculty Association Executive, the Associate Vice-President Research, the University's resource persons on Indigenous affairs and/or on Equity, Diversity, Inclusion, and Accessibility, and other 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.

18.10.9 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:

18.10.9.1 A structured group interview with the DAC which shall include a pre-formulated and standardized set of questions;

18.10.9.2 A presentation of research, which may be attended by members of the department/Faculty of Education, students, and other members of the university community, and/or a teaching presentation in a class setting;

18.10.9.3 An opportunity for all probationary and tenured faculty members and continuing probationary and permanent laboratory instructor members in the department to submit input to the entire DAC for its consideration;

18.10.9.4 A meeting with the Dean and/or the Vice-President Academic and Provost.

18.10.10 The evaluation and ranking of candidates shall be consistent with the criteria listed in the position advertisement as described in Article 18.10.4.

18.10.11 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 recommendation shall reflect discussion by the department/Faculty of Education and bear the signature of all DAC members. This recommendation shall be supported by reasoned advice regarding type of appointment, rank, salary grid step placement (in accordance with Articles 38.1 and 38.2), previous years of service, and any special conditions of employment that may apply, and shall provide confirmation that the procedures laid down in Article 18.10.9 were followed.

18.10.12 The Dean shall forward the DAC's recommendation along with the Dean's full, reasoned, written recommendation to the Vice-President Academic and Provost, copied to the Chair of the DAC. If the recommendation of the Dean differs significantly from that of the DAC, the Vice-President Academic and Provost shall meet with the Dean and the DAC Chair to attempt to resolve the matter.

18.10.13 On the advice of the Vice-President Academic and Provost, 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.

18.10.14 Upon acceptance of a probationary appointment, new faculty members are eligible to apply for a start-up research grant through the Research Office. The approval process for such applications shall be expedited to ensure the early availability of funding.

18.10.15 Notwithstanding the procedures outlined in Articles 18.10.4 through 18.10.10 above, when a faculty member holding a term appointment is being considered for a further term appointment pursuant to Article 18.6, the Chair/Director, having consulted with the department/Faculty of Education regarding the faculty member's performance of duties, may make a written recommendation to the Dean that the member be appointed upon approval of the vacancy by the Vice-President Academic and Provost.

## Cross-Appointments

18.11. When academic circumstances warrant, a faculty member may receive an initial or subsequent appointment to more than one department/Faculty of Education. The faculty member shall be based in a primary department/Faculty of Education and may have duties or responsibilities in a secondary department/Faculty of Education. The faculty member shall receive a cross-appointment only with the member's written consent and upon the recommendation of the departments/Faculty of Education to which the member is appointed.

18.12. Before a faculty member agrees to a cross-appointment, the member shall meet with the department Chairs/Director and the Dean(s) to reach an agreement on how the faculty member's work will be shared among the departments/Faculty of Education involved. The agreement shall stipulate which department/Faculty of Education shall have primary responsibility for the faculty member in academic and administrative matters and the proportion of teaching and service that the faculty member shall perform in each department/Faculty of Education.

18.13. The primary department/Faculty of Education shall be responsible for all administrative and academic matters related to the faculty member, including but not limited to appointment, reappointment, tenure, and promotion.

18.14. When a cross-appointment is made as part of a faculty member's initial appointment, the DAC shall consist of all the tenured and probationary members of the primary department/Faculty of Education (except as provided in Article 18.10.1) and one (1) member of the secondary department/Faculty of Education to be elected by its members. Each interviewed candidate shall give a public presentation at which members of both departments/Faculty of Education shall have the opportunity to ask questions. The information gleaned through this process, along with written input from the secondary department/Faculty of Education, 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 faculty member, the application shall be evaluated by the Department Review Committee (DRC) of the primary department/Faculty of Education, with the addition of one (1) member of the secondary department/Faculty of Education, to be elected by its members. Members of the secondary department/Faculty of Education shall be invited to review the faculty member's application file and provide the DRC with an evaluation of the faculty member according to the criteria set out in Article 20. The DRC shall take into account the evaluations provided by the secondary department/Faculty of Education as part of its overall evaluation of the member's application.

18.16. A faculty member holding a cross-appointment shall have the right to attend department/Faculty of Education meetings, to vote, and to be elected or appointed to committees in the departments/Faculty of Education to which the member is cross-appointed.

18.17. A faculty member holding a cross-appointment shall have equivalent workload responsibilities to those of faculty members appointed to a single department/Faculty of Education, as described in Article 23.1. The allocation of teaching assignments and collegial service in each department/Faculty of Education shall be agreed upon by the faculty member and the Chair/Director of the primary department/Faculty of Education, in consultation with the Chair/Director of the secondary

department/Faculty of Education, 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. If a disagreement arises between a cross-appointed faculty member and the member's Chair/Director regarding the allocation of teaching and collegial service, the standard of comparability to the workload of faculty members not holding a cross-appointment shall be the main criterion in determining fairness.

#### **ARTICLE 19: APPOINTMENT (LIBRARIAN MEMBERS)**

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 five (5) 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 the member's 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.

19.1.5 Where development and sharing of Indigenous knowledge and languages, engagement with culturally appropriate research and publication venues, community and/or public service, and lived experiences related to Indigenous knowledge are considered in determining appointment rank, the University's resource persons on Indigenous affairs and/or on Equity, Diversity, Inclusion, and Accessibility may be consulted by the Librarian Appointments Committee (LAC) or the Office of the Vice-President Academic and Provost on the appropriate weighting of these factors toward rank.

19.1.6 Where development and sharing of diverse forms of knowledge and languages, engagement with culturally appropriate research and publication venues, community and/or public service, and lived experiences related to diverse forms of knowledge are considered in determining appointment rank, and where candidates who self-identify in application materials as being a member of one or more of the following groups: women, persons of any sexual orientations and gender identities and/or expressions, African Canadians, other racialized groups, persons with disabilities and other groups, the University's resource person on Equity, Diversity, Inclusion and Accessibility may be consulted by the Librarian Appointments Committee (LAC) or the Office of the Vice-President Academic and Provost on the appropriate weighting of these factors toward rank.

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 categories contained in Article 21.22.

19.3 Initial appointments for librarian members shall normally be full-time probationary appointments. Continuing partial-time (normally 80%, 60%, or 40%) appointments may be made upon the request of the librarian member with the agreement of the University Librarian. Partial-time appointments shall 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 (3) years and shall terminate on 30 June.

19.5 When a candidate at the rank of Librarian I is reappointed after three (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 program;

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 program 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 (12) 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 Article 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 when 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, permanence, or promotion, and/or recognition of up to two (2) years of university experience, as approved by the University Librarian, to count as continuous service towards sabbatical leave;

19.8.9 nothing in any employment agreement shall violate the provisions of this Agreement.

19.9 Letters of Appointment shall include a link to an electronic copy of this Agreement and a link to electronic copies of published documents describing group insurance and pension plans currently in effect.

19.10 When a librarian member 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 when there are more than four (4) eligible librarian members, a maximum of four (4) 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 When 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 If a member of the LAC becomes ineligible to serve on the committee, the member shall resign immediately. The committee shall not require a replacement member unless the membership becomes fewer than four (4). In the event that the membership of the LAC becomes fewer than four (4), 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 hiring shall take place in accordance with Article 3.

19.10.3 An annual online Fair Hiring Workshop for the University Librarian and members of LACs shall be offered through the Office of the Vice-President Academic and Provost, in collaboration with the Faculty Association members of the Joint Committee, and in accordance with the recommendations of the University Employment Equity Policy, and in consultation with the University's resource persons on Indigenous affairs and on Equity, Diversity, Inclusion, and Accessibility.

19.10.3.1 All members who serve on the Librarian Appointments Committee shall be required to participate in equity, diversity, inclusion and accessibility (EDIA) training organized by the Office of the Vice-President Academic and Provost in consultation with the University's resource persons on Indigenous Affairs and on Equity, Diversity, Inclusion, and Accessibility (EDIA) and the Association members of the Joint Committee for Administration of the Collective Agreement before commencing their work and at least once over the life of the Agreement.

19.10.4 The University Librarian, in consultation with the librarian members and the LAC, shall prepare a draft advertisement specifying the qualifications, areas of competence, any teaching responsibilities required of the librarian member position, and that there are scholarship and professional activity expectations.



19.10.5 The Vice-President Academic and Provost shall authorize the placement of the final advertisement in relevant publications, including those addressed to Indigenous and to other equity-deserving groups, and the University's website, outlining the librarian member 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. In support of the University's EDIA efforts, all applicants shall be required to return the signed Self-Identification Questionnaire Form to the University Equity, Diversity, Inclusion and Accessibility Advisor. Language indicating this requirement shall be included in the advertisement. No additions or alterations to the qualifications, specific areas of competence, and teaching responsibilities authorized by the University Librarian shall be made in the advertisement without prior consultation and the agreement of the LAC.

19.10.6 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. If a librarian member holding an appointment with term possesses the qualifications and specific areas of competence identified in the advertisement, the member shall be placed on the short list and be interviewed for the appointment.

19.10.7 Normally, the three (3) top candidates from the short list may take part in the next stage of the selection process; the Vice-President Academic and Provost may authorize additional candidates upon the request of the LAC.

19.10.8 The selection process may include meetings with a member of the Faculty Association Executive, the Associate Vice-President Research, the University's resource persons on Indigenous affairs and/or on Equity, Diversity, Inclusion, and Accessibility, and other 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.

19.10.9 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:

19.10.9.1 A structured group interview with the LAC which shall include a pre-formulated and standardized set of questions;

19.10.9.2 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;

19.10.9.3 An opportunity for all probationary and permanent librarians to submit input on candidates to the entire LAC for its consideration;

19.10.9.4 A meeting with the University Librarian and/or Vice-President Academic and Provost.

19.10.10 The evaluation and ranking of candidates shall be consistent with the criteria listed in the position advertisement as specified in Article 19.10.4.

19.10.11 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, salary grid step placement (in accordance with 38.1 and 38.2), previous years of service, and any special conditions of employment that may apply and shall provide confirmation that the procedures in Article 19.10.9 were followed.

19.10.12 The University Librarian shall forward this recommendation along with a full, reasoned, written recommendation to the Vice-President Academic and Provost, copied to the Chair of the LAC. If the recommendation of the University Librarian differs significantly from that of the LAC, the Vice-President Academic and Provost shall meet with the University Librarian and the Chair of the LAC to attempt to resolve the matter.

19.10.13 On the advice of the Vice-President Academic and Provost, 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.

19.10.14 Upon acceptance of a probationary appointment, new librarian members are eligible to apply for a start-up research grant through the Research Office. The approval process for such applications shall be expedited to ensure the early availability of funding.

19.10.15 Notwithstanding the procedures outlined in Articles 19.10.4 to 19.10.10, when a librarian member holding a term appointment is being considered for a further term appointment, the University Librarian, having consulted with the other Librarians regarding the librarian member's performance of duties, may make a written recommendation to the Vice-President Academic and Provost that the member be appointed upon approval of the vacancy by the Vice-President Academic and Provost.

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

### General

20.1 The following clauses apply to all probationary and tenured faculty members with continuing appointments.

20.2 Consideration of a faculty member's candidacy for reappointment, tenure, and/or promotion shall proceed through three (3) 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 20 and Articles 3 and 44. An online asynchronous reappointment, tenure/permanence, and promotion (RTPP) workshop for candidates, members of review committees, members on the UAC list, and Deans/University Librarian shall be offered through the Office of the Vice-President Academic and Provost in collaboration with the Association members of the Joint Committee and in consultation with the University's resource persons on Indigenous affairs and on Equity, Diversity, Inclusion, and Accessibility (EDIA) and the Joint Committee ).

20.2.1.1. All members who serve on the Department Review Committee, University Appeals Committee, Teaching Review Committee and the University Review Committee shall be required to participate in equity, diversity, inclusion and accessibility (EDIA) training organized by the Office of the Vice-President Academic and Provost in consultation with the University's resource persons on Indigenous Affairs and on Equity, Diversity, Inclusion and Accessibility (EDIA) and the Association members of the Joint Committee for Administration of the Collective Agreement before commencing their work and at least once over the life of the Agreement.

20.3 The responsibility for preparing an application file rests with the candidate. The application file to be assessed in matters of reappointment, tenure, and promotion shall be submitted by the candidate prior to its consideration by the DRC. The candidate shall have access to all written reports from the DRC, the Dean, and the URC in these evaluation procedures.

20.3.1 The application file shall consist of a letter of application, outlining how the file demonstrates that the relevant criteria in each category of evaluation as outlined in Article 20.22 have been met, an up-to-date curriculum vitae following the suggested format, a teaching dossier as per Article 20.27.5, and a representative sample, selected by the candidate, of publications arising from the candidate's scholarly and/or professional activity.

20.3.1.1 The Office of the Vice-President Academic and Provost shall make available to the candidate and all reviewers involved in assessing the file: the candidate's application file, reviewers' written reports, and the candidate's responses. Access shall be for the duration of the candidate's current application process.

20.3.2 The Employer, internal reviewers, and members acknowledge their joint responsibility of maintaining the confidentiality, integrity, and security of the entirety of the application file.

#### 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 or tenured positions are eligible to serve on DRCs in accordance with Article 20.7.4. The DRC shall consist of either all eligible members or, in cases when there are more than six (6) members eligible to vote, a minimum of

six (6) such members to be elected by the department/Faculty of Education. The Chair of the Department/Director or the Chair's/Director's designate shall be the Chair of the DRC;

20.4.2 If 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 (4) faculty members eligible to vote, the DRC shall consist of at least three (3) and, whenever possible, four (4) faculty members, including all such members of the department except the candidate, and a maximum of two (2) eligible faculty members 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 If two (2) external faculty members are required, the candidate and the Chair of the DRC shall each designate one member;

20.4.3.2 If one (1) faculty member with expertise in the field is required, the faculty 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 application file.

20.5 The members of the DRC shall review the candidate's application 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 file, the DRC shall make a full, reasoned, written recommendation to the URC concerning the candidate's 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 when 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 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 application file, with copies to the DRC and the Dean.

#### Dean's Review

20.6 The candidate's Dean shall review the candidate's application file and review 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 the candidate's 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 when there are reasonable grounds for doing so. In cases when the Dean consider the DRC's letter of recommendation insufficiently explicit, the Dean 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. The response must be submitted to the Chair of the URC for inclusion in the application file, with copies to the DRC and Dean.

#### University Review Committee

20.7 The University Review Committee (URC) shall consist of three (3) tenured faculty members, at least one (1) of whom should be at the rank of Professor, and the Vice-President Academic and Provost, 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 (1) 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. The URC must be comprised of members from at least two (2) Faculties;

20.7.3 With the exception of members-at-large, the term of all members of the URC shall normally be for a period of three (3) years and shall terminate on 30 June;

20.7.4 Members of the URC shall not serve on DRCs, and members on a constituted UAC shall not have served on the URC or the DRC that assessed the application file being referred to the UAC;

20.7.5 A member of the URC who applies for promotion while serving on the committee shall resign from the URC. The member shall give notice of such resignation to the Chair of the Senate Nominations Committee by 1 May in the year the member intends to apply for promotion, and that resignation shall be effective no later than 1 September of that year;

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 If, 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 deliberate on 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 the candidate's application file. 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. If the candidate appears before the committee, the Chair of the URC shall so advise the Chair of the DRC and the candidate's Dean. The Chair of the URC 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 recommendations. Such an invitation shall be given in writing and shall identify the matters requiring clarification.

20.9 The URC shall consider the candidate's application file 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 (1) 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 If the President confirms the recommendation of the URC, the President shall communicate this decision in writing to the candidate, with copies to the URC, the Vice-President Academic and Provost, the Chair of the DRC, the candidate's Dean, and the Office of the Association President within ten (10) working days of receiving the recommendation of the URC.

20.12 If the President directs the case to be considered by a UAC pursuant to Article 20.10.2, the President 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 Office of the Association President.

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 If 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 Office of the Association President of the candidate's intention to appeal.

20.13.1 If the candidate appeals a negative decision by the URC that is confirmed by the President, the candidate shall enumerate the grounds for the appeal pursuant to Article 20.14 in the candidate's notice of appeal.

20.13.2 Giving notice of appeal does not preclude the right to grieve the President's decision on reappointment, tenure, or promotion in accordance with the provisions of Articles 36.4 and 36.12.

### Appeals

20.14 The grounds on which a candidate may appeal the outcome of the President's Review under Article 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, and the URC's recommendations and/or the President's Review.

20.14.2 Allegations of substantive error. Substantive grounds include allegations of incorrect application of the criteria in this Agreement.

20.14.2.1 Candidates may appeal only on the basis of substantive grounds in cases when:

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 3 have been violated.

## University Appeals Committee

20.15 When the President has received notice of appeal, the President shall notify the Alternate Dean. The Alternate Dean shall, within thirty (30) calendar days, ensure the constitution of the UAC under the terms of Article 20.16.3.

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

20.16.1 The Joint Committee shall establish and maintain a UAC list of not fewer than nine (9) tenured or permanent members at the rank of Associate Professor, Professor, Librarian III, Librarian IV, or Lab Instructor II. The UAC list shall be confirmed and reviewed by 15 February every three years;

20.16.2 Members on the UAC list shall not serve on the URC, URCL, or URCLI, and members on a constituted UAC shall not have served on the DRC that assessed the application file being referred to the UAC;

20.16.3 The UAC shall consist of a three-person panel selected from the UAC list: one (1) member selected by the candidate; one (1) member selected by the URC (without the participation of its chair); and one (1) member selected 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;

20.16.4 A member on the UAC list who applies for promotion shall be removed from the UAC list;

20.16.5 If the number of members on the UAC list falls below nine (9), the Joint Committee shall add members until the minimum number is reached.

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 If 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 and Provost, the Chair of the DRC, the candidate's Dean, and the Office of the Association President, 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 that 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 recorded. The recordings shall be solely for the purpose of helping the UAC prepare its report, and the chair shall ensure that they are destroyed 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 file 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 file and the criteria for reappointment, 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 and Provost, the Chair of the DRC, the candidate's Dean, and the Office of the Association President.

#### Criteria – General

20.21 Considerations in the assessment of candidates' application files include the principles of equity and fairness in matters of reappointment, tenure, and promotion as set out in Article 3.

20.22 The five (5) categories by which all candidates for reappointment, tenure, and promotion shall be assessed are:

20.22.1 Academic and/or professional credentials as defined in Article 18.1;

20.22.2 Teaching performance;

20.22.3 Scholarly and/or professional activity;

20.22.4 Internal and external collegial service; and

20.22.5 Any special conditions stated in the employment agreement.

20.23 Every candidate, whether for reappointment, tenure, or promotion, shall write a letter of application as specified in Article 20.3.1 outlining how the application file demonstrates that the relevant criteria in each category of evaluation have been met. The letter shall form part of the candidate's application file.

20.23.1 Evidence for the assessment of undergraduate and graduate teaching performance is outlined in Articles 20.26 and 20.27. The sole evidence prepared by the candidate for the quality of the candidate's teaching shall be a concise teaching dossier as described in Article 20.27.5.

20.23.2 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's last application for reappointment, tenure, or promotion, whichever is the greater, and an explanation in the letter of application of how the evidence demonstrates that the criteria in Article 20.29 have been met.

20.23.2.1 In the case of an application for promotion to Professor, a broader sample of work over the course of the candidate's career may be desirable.

20.23.2.2 For scholarly productions such as conference papers or published book reviews and work produced prior to the last 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.

20.23.3 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.

20.24 Information obtained through electronic surveillance devices will not be used in any evaluation of a faculty member's teaching, scholarly and/or professional activity, or collegial service in any reappointment, tenure, or promotion proceeding.

20.25 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.

#### Category – Teaching

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

20.26.1 undergraduate and/or graduate teaching;

20.26.2 thesis and project supervision;

20.26.3 instructional and program development;

20.26.4 supervision of practica, internships, cooperative education work terms and projects, and teacher education programs.

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

20.27.1 In-class review by peers;

20.27.2 Peer review of course and program content;

20.27.3 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;

20.27.4 In cases of promotion pursuant to Article 20.49.3, the report of a Teaching Review Committee;

20.27.5 A concise teaching dossier, including:

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

20.27.6 A candidate for reappointment, tenure, or promotion may include written comments about in-class or program topics from Indigenous organizations and/or community representatives, Indigenous Elders, and/or Knowledge Holders/Carriers/Keepers about the candidate's teaching.

20.27.7 Results of candidate-designed student feedback surveys or other forms of student feedback in each of the Agreement years since the candidate's last review or for a period of five (5) such years, whichever is longer.

20.28 A candidate for promotion to the rank of Professor wishing to demonstrate sustained excellence and effectiveness as a teacher under the provisions of Article 20.49.3 shall, in addition to the provisions of Article 20.22, be assessed through consideration of at least three (3) of the following:

20.28.1 innovation in teaching pedagogy as shown by, for example, the effective use of innovative teaching aids and techniques;

20.28.2 scholarly and/or professional activity related to teaching, including books, articles, films, or recordings;

20.28.3 significant contributions to program development and curriculum innovation and/or to modes and methodologies for delivery;

20.28.4 formal recognition of teaching excellence through receipt of university, community, regional, national, or international teaching awards.

#### Category — Scholarly and/or Professional Activity

20.29 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 scholarly research and/or professional activity, including the candidate's role in formulating the program and its objectives and producing its results, and the contribution of the results to knowledge or practice in the candidate's field(s). This assessment shall, where applicable, include consideration of participation in and contribution to Indigenous methods and protocols for researching and disseminating knowledge and understanding.

20.30 The main criterion for assessing a candidate's scholarly activity shall be peer review. Peer review may include Indigenous community assessments of the impact of contributions to Indigenous knowledge and understanding.

20.31 Non-referreed 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
- 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 (e.g. podcasts);
- Curated databases and collections
- Book reviews for scholarly and/or professional journals;
- Encyclopaedia entries;
- Community-engaged scholarship.

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 serving 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 20.22.3, professional activity is understood to be the application of academic knowledge and/or approaches, relevant to the candidate's academic specialization, that has an impact on 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 Professional activity shall be evaluated by the same procedures as scholarly activity. Criteria to evaluate professional activity shall include peer review and/or other documented evidence of the demonstrated impact of the contribution on the practice of the profession or the development and standards for professional practice.

### Category — Internal and External Collegial 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 and service;
- 20.36.3 Administrative activities;
- 20.36.4 Association responsibilities;
- 20.36.5 Extension and public service;
- 20.36.6 Scholarly and professional organizations.

20.37 Extension and public service shall be considered those associated with the candidate's departmental or university duties as well as scholarly and professional activities. Faculty from Indigenous and/or other equity-deserving groups who provide support or mentoring for members of the MSVU community (e.g., students, faculty, or staff) or the broader community and/or hold positions in their communities will have this service recognized.

20.38 A candidate for promotion to the rank of Professor wishing to demonstrate an outstanding record of internal and external collegial service under the provisions of Article 20.48.3 20.49.4 shall, in addition to the provisions of Article 20.22, be assessed through consideration of the following evidence to be documented in a collegial service dossier assembled by the candidate and which provides explanations of how this evidence demonstrates that the candidate has achieved an outstanding record of both internal and external collegial service.

- 20.38.1 Significant contributions to the University and the community;
  - 20.38.1.1 The holding of any office, administrative position, or committee membership is not, in itself, meritorious, but must be accompanied by evidence of contributions that are recognized as outstanding examples of both internal and external collegial service.
- 20.38.2 At least six (6) letters of recommendation, unsolicited or solicited by the candidate, detailing and commenting on the candidate's collegial service contributions, of which at least three (3) letters must be external to the University;
- 20.38.3 And the following optional items:
  - 20.38.3.1 scholarly and/or professional activity related to collegial service;
  - 20.38.3.2 recognition of collegial service excellence through receipt of awards and/or honours.

## Reappointment

20.39 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 30 June.

20.39.1 If major changes in departmental curriculum result in a significantly greater workload that may be detrimental to a faculty member being able to meet the criteria for reappointment, the faculty member may apply to the Vice-President Academic and Provost no later than 31 March prior to the date of notification of automatic reappointment consideration to defer such contractual decisions by one (1) year. Following consultation with the faculty member's Dean and Chair/Director, the Vice-President Academic and Provost will forward the Vice-President Academic and Provost's decision in writing to the faculty member no later than 15 April of the same year.

20.39.2 In accordance with Articles 29.2.8, 29.2.22, 29.4.6, 29.5.7, 29.7.3, 29.8.10, 29.9.11, and 29.10.6, a faculty member may elect to defer contractual decisions on reappointment by one (1) year. Subsequent deferrals may be granted with the approval of the Vice-President Academic and Provost. Applications for such deferrals shall not unreasonably be denied.

20.40 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 the candidate's rank, and participation in internal and external collegial service appropriate to the current rank.

20.41 The timetable for procedures relating to faculty reappointment is as follows:

20.41.1 1 MAY: the Office of the Vice-President Academic and Provost notifies the candidate, copying the Chair/Director (who will ensure a DRC is struck) and the Dean, of automatic reappointment consideration;

20.41.2 15 SEPTEMBER: the candidate submits an application file to the Office of the Vice-President Academic and Provost;

20.41.3 15 OCTOBER: the Chair of the DRC forwards the DRC's written recommendation to the Chair of the URC for inclusion in the application file; copies to the candidate and the Dean;

20.41.4 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 application file; copies to the Dean and the DRC;

20.41.5 7 NOVEMBER: the Dean's written recommendation is forwarded to the Chair of the URC for inclusion in the application file; copies to the candidate and the DRC;

20.41.6 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 application file; copies to the Dean and the DRC;

20.41.7 15 DECEMBER: the URC shall forward its written recommendation to the candidate, the President, the Dean, and the DRC;

20.41.8 4 JANUARY: the President shall provide the candidate with the President's written decision, pursuant to Article 20.10, to take one of the following actions (copies to the URC, Vice-President Academic and Provost, Dean, DRC, and Office of the Association President):

20.41.8.1 to transmit confirmation of the URC recommendation to the Board of Governors; or

20.41.8.2 to send the matter to the UAC, pursuant to Article 20.10.2;

20.41.9 18 JANUARY: where appropriate, the candidate shall provide written notice to send the matter to the UAC, pursuant to Article 20.13.

### Tenure

20.42 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.

20.42.1 If major changes in departmental curriculum result in a significantly greater workload that may be detrimental to a faculty member being able to meet the criteria for tenure, the faculty member may apply to the Vice-President Academic and Provost 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 faculty member's Dean and Chair/Director, the Vice-President Academic and Provost will forward the decision in writing to the faculty member no later than 15 April of the same year.

20.42.2 In accordance with Articles 29.2.8, 29.2.22, 29.4.6, 29.5.7, 29.7.3, 29.8.10, 29.9.11, and 29.10.6, a faculty member may elect to defer contractual decisions on tenure by one (1) year. Subsequent deferrals may be granted with the approval of the Vice-President Academic and Provost. Applications for such deferrals shall not unreasonably be denied.

20.43 A faculty member may apply for tenure before the fifth year of probationary service at the University only if the faculty member's employment agreement recognizes previous academic service as per Article 18.8.8.

20.44 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 the candidate's rank, and continuing participation in internal and external collegial service appropriate to the candidate's rank.



20.45 The timetable for procedures relating to an application for tenure is as follows:

20.45.1 1 MAY: The Office of the Vice-President Academic and Provost notifies the candidate, copying the Chair/Director (who will ensure a DRC is struck) and the Dean, of automatic tenure consideration. If an eligible candidate wishes to apply for tenure before automatic consideration, the candidate shall give written notice by this date to the Chair/Director and the candidate's Dean that the candidate intends to apply. Within two (2) weeks, the Dean shall forward a list of candidates for tenure to the Office of the Vice-President Academic and Provost;

20.45.2 15 SEPTEMBER: the candidate submits an application file to the Office of the Vice-President Academic and Provost;

20.45.3 15 OCTOBER: the Chair of the DRC forwards the DRC's written recommendation to the Chair of the URC for inclusion in the application file; copies to the candidate and the Dean;

20.45.4 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 application file; copies to the Dean and the DRC;

20.45.5 7 DECEMBER: the Dean's written recommendation is forwarded to the Chair of the URC for inclusion in the application file; copies to the candidate and the DRC;

20.45.6 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 application file; copies to the Dean and the DRC;

20.45.7 8 FEBRUARY: the URC shall forward its written recommendation to the candidate, the President, the Dean, and the DRC;

20.45.8 22 FEBRUARY: the President shall provide the candidate with the President's written decision, pursuant to Article 20.10, to take one of the following actions (copies to the URC, Vice-President Academic and Provost, Dean, DRC, and Office of the Association President):

20.45.8.1 to transmit confirmation of the URC recommendation to the Board of Governors; or

20.45.8.2 to send the matter to the UAC, pursuant to Article 20.10.2;

20.45.9 8 MARCH: if the candidate elects to appeal the President's decision, the candidate shall provide written notice to send the matter to the UAC, pursuant to Articles 20.13 and 20.14.

#### Promotion to Associate Professor

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

20.46.1 Faculty members holding the rank of Assistant Professor may make a single application for tenure and promotion to the rank of Associate Professor and shall follow the promotion timetable. To be granted promotion to the rank of Associate Professor, the member must meet both the criteria for Associate Professor and the criteria for tenure. 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.

20.47 Normally, a faculty 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, ongoing involvement in individual or joint scholarly activity and/or professional activity appropriate to the candidate's rank that has contributed knowledge to the candidate's field(s) or discipline(s) through publications or appropriate forms of communication, as defined in Articles 20.29, 20.32, 20.33, and continuing participation in internal and external collegial service, appropriate to the candidate's rank.

20.48 The timetable for procedures relating to an application for promotion to Associate Professor is as follows:

20.48.1 1 APRIL: a candidate for promotion shall give written notice to the Chair/Director (who will ensure a DRC is struck) and the candidate's Dean of this application. Within two (2) weeks, the Dean shall forward a list of candidates for promotion to the Vice-President Academic and Provost;

20.48.2 15 OCTOBER: the candidate submits an application file to the Office of the Vice-President Academic and Provost;

20.48.3 15 NOVEMBER: the Chair of the DRC forwards the DRC's written recommendation to the Chair of the URC for inclusion in the application file; copies to the candidate and Dean;

20.48.4 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 application file; copies to the Dean and the DRC;

20.48.5 31 JANUARY: the Dean's written recommendation is forwarded to the Chair of the URC for inclusion in the application file; copies to the candidate and the DRC;

20.48.6 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 application file; copies to the Dean and the DRC;

20.48.7 24 MARCH: the URC shall forward its written recommendation to the candidate, the President, the Dean, and the DRC;

20.48.8 7 APRIL: the President shall provide the candidate with the President's written decision, pursuant to Article 20.10, to take one of the following actions (copies to the URC, Vice-President Academic and Provost, Dean, DRC, and Office of the Association President):

20.48.8.1 to transmit confirmation of the URC recommendation to the Board of Governors; or

20.48.8.2 to send the matter to the UAC, pursuant to Article 20.10.2;

20.48.9 21 APRIL: where appropriate, the candidate shall provide written notice to send the matter to the UAC, pursuant to Articles 20.13 and 20.14.

#### Promotion to Professor — General

20.49 Normally, a faculty 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 one (1) of the following routes:

1. Significant Contribution to Academic and/or Professional Discipline Route; or
2. Sustained Excellence and Effectiveness as a Teacher Route, or
3. Outstanding Record of Internal and External Collegial Service Route.

20.49.1 The candidate shall provide written notice to the Chair/Director and the candidate's Dean of the intention to apply for promotion and under which route the candidate wishes to be considered.

20.49.2 Significant Contribution to Academic and/or Professional Discipline Route:

20.49.2.1 Demonstrated competence in teaching performance; and

20.49.2.2 Ongoing involvement in individual or joint scholarly activity and/or professional activity whose results are recognized as a significant contribution to the candidate's academic and/or professional discipline(s); and

20.49.2.3 Continuing participation in internal and external collegial service appropriate to the candidate's rank.

20.49.3 Sustained Excellence and Effectiveness as a Teacher Route:

20.49.3.1 Sustained excellence and effectiveness as a teacher; and

20.49.3.2 Ongoing involvement in individual or joint scholarly activity and/or professional activity appropriate to the rank of Associate Professor that has contributed knowledge to the candidate's field(s) or discipline(s) through publications or appropriate forms of communication; and

20.49.3.3 Continuing participation in internal and external collegial service appropriate to the candidate's rank.

20.49.4 Outstanding Record of Internal and External Collegial Service Route:

20.49.4.1 Demonstrated competence in teaching performance; and

20.49.4.2 Ongoing involvement in individual or joint scholarly activity and/or professional activity appropriate to the rank of Associate Professor that has contributed knowledge to the candidate's field(s) or discipline(s) through publications or appropriate forms of communication; and

20.49.4.3 Outstanding record of internal and external collegial service. Extensive involvement in administrative or Association work does not by itself constitute an outstanding record of internal collegial service.

20.50 An application for promotion to Professor shall include assessment of scholarly and/or professional activity in accordance with Article 20.49.2.2 or 20.49.3.2 or 20.49.4.2 by four (4) external referees who are at arm's-length to the candidate. In addition, an application for promotion to Professor based on an outstanding record of internal and external collegial service shall also include assessment of a collegial service dossier as per Article 20.49.4.3 by four (4) 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 as to whether an external referee is at arm's-length, including those from the candidate, shall be referred to the Joint Committee for adjudication. If 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:

20.50.1 The candidate and the DRC shall each identify and rank in order of preference four (4) external referees. External references are required to provide an independent assessment of the candidate and be at arm's length, and therefore former thesis supervisors shall not be proposed as referees. Each party shall have the right to strike one (1) name from the other's list. The two lists shall be sent to the Dean, the Alternate Dean, and the Vice-President Academic and Provost.

20.50.2 All communication with the external referees shall be through the Alternate Dean or appropriate substitute who shall solicit references from the top two (2) names on each list, advising all referees that their assessments will not be kept confidential. If a potential referee agrees to provide a reference, the Alternate Dean or appropriate substitute shall send out the referee package as outlined in Article 20.51. The Alternate Dean or appropriate substitute shall provide a copy of the references to the Office of the Vice-President Academic and Provost for placement in the candidate's application file. If an external referee is unable to serve, the Alternate Dean shall select the next name from the list submitted by that party. If all four (4) of one party's selected external referees are unwilling or unable to serve, that party shall have the right to either choose a name from the other party's list or identify three (3) new external referees and the other party shall strike one (1) name from the list;

20.50.3 If 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 the referee package, that referee shall be replaced in accordance with the provisions of Article 20.50.1. If 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

package of materials for assessment, the assessment of that referee shall be removed from the application file and shall not be considered in the evaluation process.

20.50.4 In addition to the external referees noted above, an Indigenous candidate may nominate a non-academic Indigenous referee to comment on the application file.

20.51 The Alternate Dean or designate shall provide each external referee with the referee package that shall include the candidate's letter of application addressing the five (5) categories as per Article 20.22, along with the following documents:

20.51.1 a cover letter, prepared by the Alternate Dean, specifying the appropriate standard to be used by the assessor in evaluating the candidate's scholarly and/or professional activity, pursuant to Article 20.49;

20.51.2 a copy of the candidate's curriculum vitae, provided by the candidate;

20.51.3 a sample of the candidate's scholarly and/or professional work, selected and provided by the candidate;

20.51.4 for candidates applying for promotion through the Sustained Excellence and Effectiveness as a Teacher Route, a copy of the candidate's teaching dossier provided by the candidate;

20.51.5 for candidates applying for promotion through the Outstanding Record of Internal and External Collegial Service Route, a copy of the candidate's collegial service dossier provided by the candidate.

Promotion to Professor — Significant Contribution to Academic and/or Professional Discipline Route and Promotion to Professor — Outstanding Record of Internal and External Collegial Service Route

20.52 The timetable for procedures relating to an application for promotion to Professor under the provisions of Article 20.49.2 and for promotion to Professor under the provisions of Article 20.49.4 is as follows:

20.52.1 1 APRIL: a candidate for promotion shall give written notice to the candidate's Chair/Director, (who will ensure a DRC is struck,) and the candidate's Dean that an application is to be made on the basis of significant contribution to academic and/or professional discipline or on the basis of outstanding record of internal and external collegial service. Within two (2) weeks, the Dean shall forward a list of candidates for promotion to the Office of the Vice-President Academic and Provost.

20.52.1.1 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 20.50;

- 20.52.1.2 30 APRIL: the Chair of the DRC shall send the mutually agreed-upon list of external referees to the Dean, the Alternate Dean, and the Office of the Vice-President Academic and Provost, in accordance with Article 20.50.1.
- 20.52.2 31 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 20.50.1;
- 20.52.3 15 JUNE: the candidate shall forward the letter of application, as per Article 20.23, to the Office of the Vice-President Academic and Provost for inclusion in the candidate's application file, and the candidate shall forward to the Alternate Dean a package of materials, including the letter of application, for external review pursuant to Articles 20.51.2, 20.51.3, 20.51.4 (if applicable), 20.51.5 (if applicable);
- 20.52.4 21 JUNE: the Alternate Dean shall send the package, as per in Article 20.51, to the external reviewers;
- 20.52.5 15 OCTOBER: the candidate submits an application file to the Office of the Vice-President Academic and Provost, and the Office of the Vice-President Academic and Provost shall place the external references in the candidate's application file. The candidate may include an updated letter of application , but the original letter of application as sent to the external reviewers must also remain in the application file;
- 20.52.6 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 application file; copies to the Dean and the DRC;
- 20.52.7 15 NOVEMBER: the Chair of the DRC forwards the DRC's written recommendation to the Chair of the URC for inclusion in the application file; copies to the candidate and the Dean;
- 20.52.8 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 application file; copies to the Dean and the DRC;
- 20.52.9 31 JANUARY: the Dean's written recommendation is forwarded to the Chair of the URC for inclusion in the application file; copies to the candidate and the DRC;
- 20.52.10 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 application file; copies to the Dean and the DRC;
- 20.52.11 24 MARCH: the URC shall forward its written recommendation to the candidate, the President, the Dean, and the DRC;
- 20.52.12 7 APRIL: the President shall provide the candidate with the President's written decision, pursuant to Article 20.10, to take one of the following actions (copies to the URC, Vice-President Academic and Provost, Dean, DRC, and Office of the Association President):

20.52.12.1 to transmit confirmation of the URC recommendation to the Board of Governors; or

20.52.12.2 to send the matter to the UAC, pursuant to Article 20.10.2;

20.52.13 21 APRIL: where appropriate, the candidate shall provide written notice to send the matter to the UAC, pursuant to Articles 20.13 and 20.14.

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

20.53 The teaching performance of a candidate for promotion to Professor under the provisions of Article 20.49.3 shall be assessed by a Teaching Review Committee, which shall be constituted in accordance with the provisions of Article 20.54. The assessment of scholarly and/or professional activity by external referees, as provided for in Article 20.50, 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 application file. The package sent to the external referees shall include the candidate's teaching dossier.

20.54 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.

20.54.1 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 the member does not teach in the same program area as the candidate;

20.54.2 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 (2) names from the same list;

20.54.3 The candidate and the URC may each submit the name of one (1) person on the list of selected reviewers whom they do not wish to serve on the Teaching Review Committee;

20.54.4 The Alternate Dean shall contact the three (3) chosen Teaching Evaluators and ask them to conduct a review of the candidate's teaching performance. If a chosen Teaching Evaluator cannot serve, the party having made the choice shall choose another.

20.55 The function of the Teaching Review Committee is to assess the candidate's teaching performance, which shall include consideration of those criteria in Articles 20.26, 20.27, and 20.28. 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 20.51.

20.56 Guided by the general principle outlined in Article 20.55, the Teaching Review Committee shall:

20.56.1 examine those aspects of the candidate's letter of application submitted under Article 20.23 which address how the evidence submitted in support of the candidate's application demonstrates that the standard given in Article 20.49.3 has been met;

20.56.2 examine the candidate's course outlines, Senate-approved teaching evaluations for the five (5) most recent years excluding sabbaticals or other leaves, and the candidate's teaching dossier, which shall be placed in the application file by the Dean;

20.56.3 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;

20.56.4 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;

20.56.5 submit a written assessment of the candidate's teaching performance, signed by all three (3) members, to the Alternate Dean for inclusion in the candidate's application file.

20.57 The timetable for procedures relating to an application to Professor under the provisions of Article 20.49.3 is as follows:

20.57.1 1 APRIL: a candidate for promotion shall give written notice to the Chair/Director and the candidate's Dean, (who will ensure a DRC is struck,) and the candidate's Dean that an application is to be made on the basis of sustained excellence and effectiveness as a teacher. Within two (2) weeks, the Dean shall forward a list of candidates for promotion to the Office of the Vice-President Academic and Provost;

20.57.1.1 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 20.50;

20.57.1.2 30 APRIL: the Chair of the DRC shall send the mutually agreed-upon list of external referees to the Dean, the Alternate Dean, and the Office of the Vice-President Academic and Provost, in accordance with Article 20.50.1.

20.57.2 15 APRIL: the Alternate Dean shall initiate selection of the Teaching Review Committee, pursuant to Articles 20.54.2 and 20.54.3. The committee shall be in place within two (2) weeks;

20.57.3 31 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 20.50.1;

20.57.4 15 JUNE: the candidate shall forward the letter of application, as per Article 20.23, to the Office of the Vice-President Academic and Provost for inclusion in the candidate's application file, and the candidate shall forward to the Alternate Dean a package of materials, including the letter of application, for external review pursuant to Articles 20.51.2, 20.51.3, and 20.51.4;



20.57.5 21 JUNE: the Alternate Dean shall send the referee package as specified in Article 20.51 to external referees;

20.57.6 21 JUNE: in accordance with Article 20.55, the Alternate Dean shall make available to the Teaching Review Committee the same package of material provided to the external reviewers under Article 20.51;

20.57.7 10 SEPTEMBER: the 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 20.56.4. The committee shall submit its written assessment of the candidate's teaching to the Alternate Dean for inclusion in the application file by 15 November;

20.57.8 15 NOVEMBER: the candidate submits an application file to the Office of the Vice-President Academic and Provost, and the Office of the Vice-President Academic and Provost shall place the external references and the report of the Teaching Review Committee in the candidate's application file. The candidate may include an updated letter of application and teaching dossier, and the original letter of application and teaching dossier as sent to the external reviewers must also remain in the file;

20.57.9 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 application file; copies to the Dean and DRC;

20.57.10 15 DECEMBER: the Chair of the DRC forwards the DRC's written recommendation to the Chair of the URC for inclusion in the application file; copies to the candidate and the Dean;

20.57.11 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 application file; copies to the Dean and the DRC;

20.57.12 31 JANUARY: the Dean's written recommendation is forwarded to the Chair of the URC for inclusion in the application file; copies to the candidate and the DRC;

20.57.13 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 application file; copies to the Dean and the DRC;

20.57.14 24 MARCH: the URC shall forward its written recommendation to the candidate, the President, the Dean, and the DRC;

20.57.15 7 APRIL: the President shall provide the candidate with the President's written decision, pursuant to Article 20.10, to take one of the following actions (copies to the URC, Vice-President Academic and Provost, Dean, DRC, and Office of the Association President):

20.57.15.1 to transmit confirmation of the URC recommendation to the Board of Governors; or

20.57.15.2 to send the matter to the UAC, pursuant to Article 20.10.2.

20.57.16 21 APRIL: where appropriate, the candidate shall provide written notice to send the matter to the UAC. , pursuant to Articles 20.13 and 20.14.

## **ARTICLE 21: REAPPOINTMENT, PERMANENCE, AND PROMOTION (LIBRARIAN MEMBERS)**

### General

21.1 The following clauses apply to all probationary and permanent librarian members with continuing appointments.

21.2 Consideration of a librarian member's candidacy for reappointment, permanence, and/or promotion shall proceed through three (3) 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 21 and Articles 3 and 44. An online asynchronous reappointment, tenure/permanence, and promotion (RTPP) workshop for candidates, members of review committees, members on the UAC list, and Deans/University Librarian shall be offered through the Office of the Vice-President Academic and Provost in collaboration with the Association members of the Joint Committee and in consultation with the University's resource persons on Indigenous affairs and on Equity, Diversity, Inclusion, and Accessibility (EDIA).

21.2.2 All members who serve on the Librarians' Review Committee, University Appeals Committee, and the University Review Committee for Librarians shall be required to participate in equity, diversity, inclusion and accessibility (EDIA) training organized by the Office of the Vice-President Academic and Provost in consultation with the University's resource persons on Indigenous Affairs and on Equity, Diversity, Inclusion, and Accessibility (EDIA) and the Association members of the Joint Committee for the Administration of the Collective Agreement before commencing their work and at least once over the life of the Agreement.

21.3 The responsibility for preparing an application file rests with the candidate. The application file to be assessed in matters of reappointment, permanence, and promotion shall be submitted by the candidate prior to its consideration by the LRC. The candidate shall have access to all written reports by the LRC, the University Librarian, and the URCL in these evaluation procedures.

21.3.1 The application file shall consist of a letter of application, outlining how the application file demonstrates that the relevant criteria in each category of evaluation as outlined in 21.22 have been met, an up-to-date curriculum vitae following the suggested format, a dossier as per Article 21.27, and a representative sample, selected by the candidate, of publications arising from scholarly and/or professional activity.

21.3.2 The Office of the Vice-President Academic and Provost shall make available to the candidate and all reviewers involved in assessing the file: the candidate's application file, reviewers' written reports, and the candidate's responses. Access shall be for the duration of the candidate's current application process.

21.3.3 The Employer, internal reviewers, and members acknowledge their joint responsibility of maintaining the confidentiality, integrity, and security of the entirety of the application file.

#### Librarians' Review Committee

21.4 The Librarians' Review Committee (LRC) shall be constituted according to the following principles:

21.4.1 Only librarian members holding probationary or permanent positions are eligible to serve on the LRC in accordance with 21.7.5;

21.4.2 The LRC shall consist of either all eligible members or, in cases when there are more than six (6) members eligible to vote, a minimum of six (6) such members, except the candidate and those member(s) serving on the URCL. Members of the LRC shall elect a chair from among themselves;

21.4.3 If the number of librarian members eligible to vote is fewer than four (4), the LRC shall consist of all such members (except as limited by 21.7.2 and 21.7.6) and a maximum of two (2) non-librarian members in order to bring the LRC to at least three (3) and, whenever possible, four (4) members;

21.4.3.1 If two (2) external members are required, the candidate and the Chair of the LRC shall each designate one (1) member;

21.4.3.2 If one (1) 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 application file.

21.5 The members of the LRC shall review the candidate's application 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 file, the LRC shall make a full, reasoned, written recommendation to the URCL concerning the candidate's 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 when 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 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 application file, with copies to the LRC and the University Librarian.

#### University Librarian's Review

21.6 The candidate's University Librarian shall review the candidate's application file and review 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 the candidate's 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 when there are reasonable grounds for doing so. In cases when the University Librarian considers the LRC's letter of recommendation insufficiently explicit, the University Librarian 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. The response must be submitted to the Chair of the URCL for inclusion in the application file, with copies to the LRC and University Librarian.

#### University Review Committee for Librarians

21.7 The University Review Committee for Librarians (URCL) shall consist of two (2) tenured/permanent members and the Vice-President Academic and Provost, 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. The URCL shall provide a written report annually 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 All 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 If the number of librarian members is six (6) or more, the two (2) elected positions on the URCL shall be held by librarian members;

- 21.7.3 If the number of librarian members is less than six (6), one (1) 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 30 June;

21.7.5 Librarian members of the URCL shall not serve on LRCs, and librarian members on a constituted UAC shall not have served on the URCL or the LRC that assessed the file being referred to the UAC;

21.7.6 A librarian member of the URCL who applies for promotion while serving on the committee shall resign from the URCL. The member shall give notice of such resignation to the Chair of the Senate Nominations Committee by 1 May in the year the member intends to apply for promotion, and that resignation shall be effective no later than 1 September of that year;

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 Article 21.7.3;

21.7.8 If, 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 deliberate on 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 the candidate's application file. 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. If the candidate appears before the committee, the Chair of the URCL shall so advise the Chair of the LRC and the University Librarian. The Chair of the URCL shall invite them to appear before the URCL 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 recommendations. Such an invitation shall be given in writing and shall identify the matters requiring clarification.

21.9 The URCL shall consider a candidate's application file 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 (1) 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 If the President confirms the recommendation of the URCL, the President shall communicate this decision in writing to the candidate, with copies to the URCL, the Vice-President Academic and Provost, the Chair of the LRC, the University Librarian, and the Office of the Association President within ten (10) working days of receiving the recommendation of the URCL.

21.12 If the President directs the case to be considered by a UAC pursuant to Article 21.10.2, the President 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 Office of the Association President.

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 If 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 Office of the Association President of the candidate's intention to appeal.

21.13.1 If 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 the candidate's notice of appeal.

21.13.2 Giving notice of appeal does not preclude the right to grieve the President's decision on reappointment, permanence, or promotion in accordance with the provisions of Articles 36.4 and 36.12.

## Appeals

21.14 The grounds on which a candidate may appeal the outcome of the President's Review under Article 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, the University Librarian's, and the URCL's recommendation and/or the President's Review.

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

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

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, the President shall notify the Alternate Dean or appropriate substitute. The Alternate Dean shall, within thirty (30) calendar days, ensure the constitution of the UAC under the terms of Article 21.16.3.

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

21.16.1 The Joint Committee shall establish and maintain a UAC list of not fewer than nine (9) tenured or permanent members at the rank of Associate Professor, Professor, Librarian III, Librarian IV, or Lab Instructor II. The UAC list shall be confirmed and reviewed by 15 February every three years;

21.16.2 Members on the UAC list shall not serve on the URC, URCL, or URCLI, and members on a constituted UAC shall not have served on the LRC that assessed the file being referred to the UAC;

21.16.3 The UAC shall consist of a three-person panel selected from the UAC list: one (1) member selected by the candidate; one (1) member selected by the URCL (without the participation of its chair); and one (1) member selected 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;

21.16.4 A member on the UAC list who applies for promotion shall be removed from the UAC list.

21.16.5 If the number of members on the UAC list falls below nine (9), the Joint Committee shall add members until the minimum number is reached.

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 If 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 and Provost, the Chair of the LRC, the University Librarian, and the Office of the Association President, and it must start a hearing within twenty (20) working days;

21.18.3 In considering the appeal, the UAC shall consider only the evidence that 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 recorded. The recordings shall be solely for the purpose of helping the UAC prepare its report, and the chair shall ensure that they are destroyed 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 determines that the grounds for appeal have been substantiated, it shall reassess the candidate's application file 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 file 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 and Provost, the Chair of the LRC, the University Librarian, and the Office of the Association President.



## Criteria — General

21.21 Considerations in the assessment of candidates' application files include the principles of equity and fairness in matters of reappointment, permanence, and promotion as set out in Article 3.

21.22 The six (6) categories by which a candidate for reappointment, permanence, and promotion may be assessed are:

21.22.1 Academic and/or professional credentials as defined in Article 19.1;

21.22.2 Professional practice, which may include the teaching of LIBR courses;

21.22.3 Administrative service;

21.22.4 Scholarly and/or professional activity;

21.22.5 Internal and external collegial service; and

21.22.6 Any special conditions stated in the employment agreement.

21.23 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.

21.24 Every candidate, whether for reappointment, permanence, or promotion, shall write a letter as specified in Article 21.3.1 outlining how the application file demonstrates that the relevant criteria in each category of evaluation have been met. The letter shall form part of the candidate's application file.

21.24.1 Evidence for the assessment of professional practice is outlined in Article 21.27. The sole evidence prepared by the candidate for the assessment of the candidate's professional practice shall be a concise dossier as described in Article 21.27 and a concise teaching dossier as described in Article 21.27.1.4.

21.24.2 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's last application for reappointment, permanence, or promotion, whichever is greater, and an explanation in the letter of application of how the evidence demonstrates that the criteria in Article 21.29 have been met.

21.24.2.1 In the case of applications for promotion to Librarian IV, a broader sample of work over the course of the candidate's career may be desirable.

21.24.2.2 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.

21.24.3 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 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.

21.25 Information obtained through electronic surveillance devices will not be used in any evaluation of a librarian member's performance of professional practice, scholarly and/or professional activity, or collegial service in any reappointment, permanence, or promotion proceeding.

21.26 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.

#### Category — Professional Practice

21.27 Professional practice shall be assessed through the review of evidence provided in a professional practice dossier, which shall include:

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

21.27.1 If a librarian has completed teaching assignments as part of professional practice, teaching performance shall be assessed as part of the candidate's professional practice and may include consideration of the following:

21.27.1.1 In-class review by peers;

21.27.1.2 Peer review of course and program content;

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

21.27.1.4 A concise teaching dossier, including:

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

21.27.1.5 A candidate for reappointment, permanence , or promotion may include written comments about in-class or program topics from Indigenous organizations and/or community representatives, Indigenous Elders, and/or Knowledge Holders/Carriers/Keepers about the candidate's teaching.

21.27.1.6 Results of candidate-designed student feedback surveys or other forms of student feedback in each of the Agreement years since the candidate's last review or for a period of five (5) such years, whichever is longer;

#### Category — Administrative Service

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

21.28.1 Type of administrative duties; and

21.28.2 Supervisory responsibilities.

#### Category — Scholarly and/or Professional Activity

21.29 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 scholarly and/or professional activity, including the candidate's role in formulating the program and its objectives and producing its results, and the contribution of the results to knowledge or practice in the candidate's field(s). This assessment shall, where applicable, include consideration of participation in and contribution to Indigenous methods and protocols for researching and disseminating knowledge and understanding.

21.30 The main criterion for assessing a candidate's scholarly activity shall be peer review. Peer review may include Indigenous community assessments of the impact of contributions to Indigenous knowledge and understanding.

21.31 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.

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
- 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 (e.g., podcasts)
- Curated databases and collections
- Book reviews for scholarly and/or professional journals
- Encyclopaedia entries
- Community-engaged scholarship

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 principal editorship of a journal, the refereeing of manuscripts and proposals for publishers, periodicals, and research agencies, and serving 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 21.22.4, professional activity is understood to be the application of academic knowledge and/or approaches, relevant to the candidate's academic specialization, that has an impact on 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);

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 Professional activity shall be evaluated by the same procedures as scholarly activity. Criteria to evaluate professional activity shall include peer review and/or other documented evidence of the

demonstrated impact of the contribution on the practice of the profession or the development and standards for professional practice.

#### Category — 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 and service;
- 21.36.3 Administrative activities;
- 21.36.4 Association responsibilities;
- 21.36.5 Extension and public service;
- 21.36.6 Scholarly and professional organizations.

21.37 Extension and public service shall be considered those associated with the candidate's departmental or university duties as well as scholarly and professional activities. Librarians from Indigenous and/or other equity-deserving groups who provide support or mentoring for members of the MSVU community (e.g., students, faculty, or staff) or the broader community and/or hold positions in their communities will have this service recognized.

#### 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 30 June. Such reappointments shall be at the rank of Librarian II.

21.38.1 If major changes in library organization results in a significantly greater workload that may be detrimental to a librarian member being able to meet the criteria for reappointment, the librarian member may apply to the Vice-President Academic and Provost no later than 31 March prior to the date of notification of automatic reappointment consideration to defer such contractual decisions by one (1) year. Following consultation with the University Librarian, the Vice-President Academic and Provost will forward the Vice-President Academic and Provost's decision in writing to the librarian member no later than 15 April of the same year.

21.38.2 In accordance with Articles 29.2.8, 29.2.22, 29.4.6, 29.5.7, 29.7.3, 29.8.10, 29.9.11, and 29.10.6, a librarian member may elect to defer contractual decisions on reappointment by one (1) year. Subsequent deferrals may be granted with the approval of the Vice-President Academic and Provost. 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 professional experience, the initiation of involvement in individual or joint scholarly activity and/or professional activity appropriate to the candidate's rank, and participation in internal and external collegial service appropriate to the current rank.

21.40 The timetable for procedures relating to consideration for librarian reappointment is as follows:

21.40.1 1 MAY: the Office of the Vice-President Academic and Provost notifies the candidate, copying the Chair of the LRC (who will ensure an LRC is struck) and the University Librarian, of automatic reappointment consideration;

21.40.2 15 SEPTEMBER: the candidate submits an application file to the Office of the Vice-President Academic and Provost;

21.40.3 15 OCTOBER: the Chair of the LRC forwards the LRC's written recommendation to the Chair of the URCL for inclusion in the application 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 application 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 application 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 application 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 4 JANUARY: the President shall provide the candidate with the President's written decision, pursuant to Article 21.10, to take one (1) of the following actions (copies to the URCL, University Librarian, LRC, and Office of the Association President):

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 UAC, pursuant to Article 21.10.2;

21.40.9 18 JANUARY: where appropriate, the candidate shall provide written notice to send the matter to the UAC, pursuant to Articles 21.13 and 21.14.

## 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 If major changes in library organization results in a significantly greater workload which may be detrimental to a librarian member being able to meet the criteria for permanence, the librarian member may apply to the Vice-President Academic and Provost by no later than 31 March prior to the date of notification of automatic permanence consideration to defer such contractual decisions by one (1) year. Following consultation with the University Librarian, the Vice-President Academic and Provost will forward the Vice-President Academic and Provost's decision in writing to the librarian member no later than 15 April of the same year.

21.41.2 In accordance with Articles 29.2.8, 29.2.22, 29.4.6, 29.5.7, 29.7.3, 29.8.10, 29.9.11, and 29.10.6, a librarian member may elect to defer contractual decisions on permanence by one (1) year. Subsequent deferrals may be granted with the approval of the Vice-President Academic and Provost. Applications for such deferrals shall not unreasonably be denied.

21.42 A librarian member may be eligible to apply for permanence before the fifth year of probationary service at the University only if the librarian member's employment agreement recognizes previous professional library service as per Article 19.8.8.

21.43 A candidate for permanence shall provide evidence of demonstrated competence in professional practice appropriate to the number of years of professional experience, ongoing involvement and achievement in individual or joint scholarly activity and/or professional activity appropriate to the candidate's rank, and continuing participation in internal and external collegial service appropriate to the candidate's 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: the Office of the Vice-President Academic and Provost notifies the candidate, copying the Chair of the LRC (who will ensure an LRC is struck) and the University Librarian, of automatic permanence consideration.

21.44.1.1 If a candidate wishes to apply for permanence before automatic consideration, the candidate shall give written notice by this date to the Chair of the LRC and the University Librarian that the candidate intends to apply. Within two (2) weeks, the University Librarian shall forward a list of candidates for permanence to the Office of the Vice-President Academic and Provost;

21.44.2 15 SEPTEMBER: the candidate submits an application file to the Office of the Vice-President Academic and Provost;

21.44.3 15 OCTOBER: the Chair of the LRC forwards the LRC's written recommendation to the Chair of the URCL for inclusion in the application file; copies to the candidate and the 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 application 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 application 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 application 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 22 FEBRUARY: the President shall provide the candidate with the President's written decision, pursuant to Article 21.10, to take one (1) of the following actions (copies to the URCL, University Librarian, LRC, and Office of the Association President):

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 UAC, pursuant to Article 21.10.2;

21.44.9 8 MARCH: where appropriate, the candidate shall provide written notice to send the matter to the UAC, pursuant to Articles 21.13 and 21.14.

### Promotion to Librarian III

21.45 Promotion to the rank of Librarian III shall be with permanence.

21.45.1 Librarian members holding the rank of Librarian II may make a single application for permanence and promotion to Librarian III and shall follow the promotion timetable. If the librarian 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. A candidate for promotion to Librarian III shall provide evidence of demonstrated competence in professional practice appropriate to the candidate's rank and to the number of years of professional experience, ongoing involvement in individual or joint scholarly and/or professional activity appropriate to the candidate's rank that has contributed knowledge to the candidate's field(s) or discipline(s) through publications or appropriate forms of communication, as



defined in Articles 21.30, 21.32, and 21.33, and continuing participation in internal and external collegial service appropriate to the candidate's rank. Evidence of additional academic qualifications or administrative service may be presented for consideration.

21.47 The timetable for procedures relating to an application for promotion to Librarian III is as follows:

21.47.1 1 APRIL: a candidate for promotion shall give written notice to the Chair of the LRC (who will ensure that an LRC is struck) and the University Librarian of this application. Within two (2) weeks, the University Librarian shall forward a list of candidates for promotion to the Office of the Vice-President Academic and Provost;

21.47.2 15 OCTOBER: the candidate submits an application file to the Office of the Vice-President Academic and Provost;

21.47.3 15 NOVEMBER: the Chair of the LRC forwards the LRC's written recommendation to the Chair of the URCL for inclusion in the application file; copies to the candidate and the University Librarian;

21.47.4 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 application file; copies to the University Librarian and the LRC;

21.47.5 31 JANUARY: the University Librarian's written recommendation is forwarded to the Chair of the URCL for inclusion in the application file; copies to the candidate and the LRC;

21.47.6 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 application file; copies to the University Librarian and the LRC;

21.47.7 24 MARCH: the URCL shall forward its written recommendation to the candidate, the President, the University Librarian, and the LRC;

21.47.8 7 APRIL: the President shall provide the candidate with the President's written decision, pursuant to Article 21.10, to take one (1) of the following actions (copies to the URCL, University Librarian, LRC, and Office of the Association President):

21.47.8.1 to transmit confirmation of the URCL recommendation to the Board of Governors; or

21.47.8.2 to send the matter to the UAC, pursuant to Article 21.10.2;

21.47.9 21 APRIL: where appropriate, the candidate shall provide written notice to send the matter to the UAC, pursuant to Articles 21.13 and 21.14.

## Promotion to Librarian IV

21.48 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.

21.49 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 ongoing involvement in individual or joint scholarly and/or professional activities whose results are recognized as a significant contribution to the profession of librarianship.

21.50 In addition to the requirements outlined in Article 21.49, an application for promotion to Librarian IV shall include assessments of professional practice and scholarly and/or professional activity by four (4) 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 as to whether an external referee is at arm's-length, including those from the candidate, shall be referred to the Joint Committee for adjudication. If 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.

21.50.1 The selection of external referees shall follow the same procedures as for promotion to Professor (Article 20.50), 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.

21.50.2 All communication with the external referees shall be through the Alternate Dean or appropriate substitute, as provided in Article 20.50.2.

21.50.3 If there is a ruling that an external referee is not at arm's length at any point in the application process, the provisions of Article 20.50.3 shall apply.

21.50.4 In addition to the external referees noted above, an Indigenous candidate may nominate a non-academic Indigenous referee to comment on the application file.

21.51 The timetable for procedures relating to an application for promotion to Librarian IV is as follows:

21.51.1 1 APRIL: a candidate for promotion shall give written notice to the Chair of the LRC (who shall ensure an LRC is struck) and the University Librarian that an application is to be made. Within two (2) weeks, the University Librarian shall forward a list of candidates for promotion to the Office of the Vice-President Academic and Provost;

21.51.1.1 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 21.50;

21.51.1.2 30 APRIL: the Chair of the LRC shall send the mutually agreed-upon list of external referees to the University Librarian, the Alternate Dean, and the Office of the Vice-President Academic and Provost, in accordance with Article 20.50.1.

21.51.2 31 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 21.50.1;

21.51.3 15 JUNE: the candidate shall forward the letter of application, as per Article 21.24, to the Office of the Vice-President Academic and Provost for inclusion in the candidate's application file, and the candidate shall forward to the Alternate Dean a package of materials, including the letter of application, for external review, pursuant to Article 21.51.2 and 21.51.3;

21.51.4 21 JUNE: the Alternate Dean shall send the package as specified in Article 21.51 to the external reviewers;

21.51.5 15 OCTOBER: the candidate submits an application file to the Office of the Vice-President Academic and Provost, and the Office of the Vice-President Academic and Provost shall place the external references in the candidate's application file. The candidate may include an updated letter of application in the application file, but the original letter of application as sent to the external reviewers must also remain in the application file;

21.51.6 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 application file; copies to the University Librarian and the LRC;

21.51.7 15 NOVEMBER: the Chair of the LRC forwards the LRC's written recommendation to the Chair of the URCL for inclusion in the application file; copies to the candidate and the University Librarian;

21.51.8 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 application file; copies to the University Librarian and the LRC;

21.51.9 31 JANUARY: the University Librarian's written recommendation is forwarded to the Chair of the URCL for inclusion in the application file; copies to the candidate and the LRC;

21.51.10 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 application file; copies to the University Librarian and the LRC;

21.51.11 24 MARCH: the URCL shall forward its written recommendation to the candidate, the President, the University Librarian, and the LRC;

21.51.12 7 APRIL: the President shall provide the candidate with the President's written decision, pursuant to Article 21.10, to take one (1) of the following actions (copies to the URCL, University Librarian, LRC, and Office of the Association President):

21.51.12.1 to transmit confirmation of the URCL recommendation to the Board of Governors; or

21.51.12.2 to send the matter to the UAC, pursuant to Article 21.10.2;

21.51.13 21 APRIL: where appropriate, the candidate shall provide written notice to send the matter to the UAC, pursuant to Articles 21.13 and 21.14.

## **ARTICLE 22: EMPLOYEE FILES**

22.1 There shall be two (2) files for each member maintained in the Office of the Vice-President Academic and Provost: an academic file and an administrative file.

22.2 The academic file shall contain:

22.2.1 All of the member's prior applications for appointment, reappointment, tenure/permanence, and promotion.

22.2.2 All 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, decisions of the President, and decisions of the University Appeals Committee;

22.2.3 The final report issuing from any grievance(s), arbitration(s) or disciplinary action(s) when such reports concern academic matters;

22.2.3.1 The final report shall be placed by the Office of the Vice-President Academic and Provost in the member's application file for reappointment, tenure, permanence, and promotion in Articles 20, 21, and 49;

22.2.4 Any of the member's applications for sabbatical leave, retraining leave, and leave without pay for academic reasons.

22.3 The administrative file shall contain:

22.3.1 Documents pertaining to a member's application(s) for leave other than sabbatical leave, retraining leave, and leave without pay for academic reasons.

22.3.2 Medical benefits requiring special documentation;

22.3.3 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.

22.4 A member shall be informed in writing of any additions to or deletion of material from the member's 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 Online Course Development 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 the member's academic and administrative files during normal business hours. With reasonable notice the member may receive electronic copies of documents contained in these files upon request.

22.6 A member shall have the right to include in the member's 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.

22.8 The Employer and members acknowledge their joint responsibility of maintaining the confidentiality, integrity, and security of academic and administrative files.

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

23.1 The following elements constitute faculty members' 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 To promote scholarly and/or professional activity, and subject to the following provisions, the normal teaching load for full-time probationary and tenured faculty members shall be two and one-half (2.5) units in an academic year. During the first year of a full-time probationary appointment, a faculty member's teaching load will be two (2) units; members receiving this reduction shall not be eligible to teach an overload. Each one-half (0.5) unit teaching load shall consist of 36 to 39 contact hours.

23.2.1 Retroactive to 1 July 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, at most, 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 faculty members holding partial appointments or on phased-in retirement shall be a pro-rated share of two and one-half (2.5) units per academic year; the normal teaching load of faculty 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 faculty 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/Director and the Office of the Association President;

23.2.3.1 A member receiving a reduction authorized by the Dean shall not be eligible to teach an overload unless otherwise approved by the Dean;

23.2.3.2 The Parties recognize that some members may be disproportionately requested to undertake internal and external collegial service attached to their identities which can reduce the time the member is able devote to the member's teaching and scholarly activity in the period leading up to tenure and promotion. Such members shall not be required to assume disproportionate internal and external collegial service.

23.2.3.3 Where such participation is over and above the normal administrative and service requirements of workload and there are fewer opportunities to share such participation, the member may request and the Dean may authorize a reduction in the member's teaching load and shall inform the Chair/Director and the Office of the Association President. In making this decision, the Dean may consult the University resource persons on Indigenous Affairs and/or Equity, Diversity, Inclusion and Accessibility.

23.2.4 The Employer shall provide funding to the Committee on Research and Publications to fund twelve (12) half-unit (0.5) 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 Faculty 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 faculty 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 the member's rank and discipline, the Dean may increase the member's 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 the Dean's 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 the Dean's decision with accompanying rationale to the member by 31 October 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, the member 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 the member's Annual Report now demonstrates a level of scholarship and/or professional activity appropriate for the member's 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, the member's Chair/Director and Dean, a faculty member's normal teaching assignment may include one (1) or more courses 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 unless such duties are a condition of the member's employment as described in the Letter of Appointment.

23.4 By 15 February, individual teaching assignments shall be agreed upon by the faculty member and the member's department Chair/Director with the approval of the member's Dean. Approval must not be unreasonably withheld. The allocation of teaching assignments shall take into consideration the following factors:

23.4.1 The scheduling of teaching times;

23.4.2 The size of classes;

23.4.3 The location of teaching activities ;

23.4.4 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;

23.4.5 Type of course (e.g. lecture, lecture with lab, seminar, online, off-campus);

23.4.6 availability 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;

23.4.10 The allocation of student academic advising.

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 faculty member, including those on leaves, shall submit an annual report on the member's workload activities during the period 1 July – 30 June. The report shall list teaching as specified in Article 20.26, 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 30.2. The report shall be no more than two (2) pages in length, and shall be submitted to the Dean, with a copy to the member's Chair/Director, no later than 1 September following the period reported on. The Dean shall review and return a signed copy of the Report to the member, copied to the member's Department Chair/Director, no later than 30 September or within thirty (30) 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, the member may request them. A member may provide a response to the Dean's comments.

23.7 Members shall be entitled to accumulate course release as noted below. A request will be sent to members by 15 January 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; these academic duties eligible for course release must be reported in writing to the appropriate Dean by 15 February of that year.

Course release for supervision:		
Type of supervision	Portion of course release	Per
PhD Portfolios	0.5	1 student
PhD dissertations	1.0	3 completed dissertations
Master's projects	0.5	10 completed Master's projects
Master's theses	0.5	3 completed theses
full-unit undergraduate theses	0.5	5 completed theses
half-unit (0.5) undergraduate theses	0.5	10 completed theses



directed studies, directed research, and/or independent studies	0.5	10 completed half-unit directed studies courses or the equivalent to a maximum of 2 full units of directed/independent studies per Agreement year
challenge examinations or portfolio assessment	0.5	25 completed examinations or half-credits assessed
student teaching in education programmes	0.5	15 students

23.7.1 Shared teaching assignments: for each faculty member, prorations of the overload stipend in Article 38.15.

23.7.2 Any other academic duties undertaken by the member; course release to be determined and agreed upon by the member and the Dean.

23.7.3 Departments with co-operative education programmes are entitled to claim course release for co-ordination and/or supervision of co-op or practice students in such programmes on the following basis:

23.7.3.1 The designated faculty co-ordinator shall be agreed upon by the member and Department Chair with the approval of the appropriate Dean;

23.7.3.2 Course release for departments with co-operative education programmes will be assigned annually on the basis of one-half unit (0.5) per thirty-five (35) students according to enrolments as of 15 February of each year;

23.7.3.3 Department Chairs and faculty co-ordinators will work out the apportionment of this release among department members in consultation with the appropriate Dean. With the permission of the Dean, this release may be taken concurrently in the term in which supervision is being undertaken by the member.

23.8 Members may claim one-half (0.5) unit of course release under the provisions of Article 23.7 whenever a combination of fractional entitlements adds up to at least one-half (0.5) unit. A member who intends to claim accumulated course release credit under the provisions of Article 23.7 shall make written application to the member's Dean, with copies to the member's Chair/Director by 1 December preceding the academic year in which the member intends to claim the course release. A maximum of one and one-half (1.5) units of such release may be taken each academic year and normally not more than one each term.

23.9 Members must either use entitlements earned under this Article within two (2) years of accumulation or they shall be paid out by the Employer.

23.10 Members may choose to request from the member's 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.

23.11 No faculty member is required to teach an overload. Where such an assignment is undertaken, the member shall not normally teach more than one (1) full unit during the academic year, nor shall the member teach more than one (1) 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 the member's Chair/Director and Dean of how the member may be contacted when off-campus for such purposes.

23.13 When a member agrees to assume an overload in the event of a member's absence, pursuant to Articles 29.2.5, 29.2.21, 29.3.2, 29.4.3, 29.5.5, 29.6a.1, 29.6b.1, 29.9.9 and 29.10, such overload shall not be deemed to contravene the provisions of 23.2 and 23.11. Members teaching an 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 release on the following basis:

23.14.1 Coordinator of the Joint Graduate Admissions and Program Committee in Women's Studies: one-half (0.5) unit per academic year;

23.14.2 Chair of the University Research Ethics Board: one unit (1.0) per academic year.

#### **ARTICLE 24: WORKLOAD FOR LIBRARIAN (MEMBERS)**

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 (0.5) 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, librarian members are entitled to eighteen (18) off-campus or on-campus research days per Agreement year. During the first year of a full-time probationary appointment, librarian members are entitled to twenty-six (26) days.

24.1.2 Time taken under this Article :

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

24.1.2.2 may be taken at a rate of two (2) 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 (2) days or less per month;

24.1.2.4 shall be scheduled with the University Librarian by 30 June of each Agreement year if a block of time taken is greater than two (2) days per month.

24.1.3 No member is required to teach an overload. Where such an assignment is undertaken, the member shall not normally teach more than one half (0.5) unit of overload per year and shall be compensated in accordance with Article 38.15.

24.1.4 When a member agrees to assume an overload in the event of another member's absence, pursuant to Articles 29.2.5, 29.2.21, 29.3.2, 29.4.3, 29.5.5, 29.6a.1, 29.6b.1, 29.9.9 and 29.10, such overload shall not be deemed to contravene the provisions of 24.1.3. Members teaching an overload under the provisions of this Article shall receive compensation in accordance with the provisions of Article 38.15.

24.2 The normal hours of work for librarian members are thirty-five (35) hours per week.

24.3 In order to provide information services on weekends, a member's work schedule may include one (1), four-hour weekend shift per month in each term. This shift shall consist of four (4) consecutive hours of reference service and shall be compensated as follows:

24.3.1 One (1) weekend shift shall be equivalent to seven (7) hours release time;

24.3.2 One (1) holiday weekend shift shall be equivalent to ten and one-half (10.5) hours release time.

24.4 Where a librarian member is required to provide library service outside the member's normal hours of work, the member shall be compensated at a rate of one (1) hour of release time for each hour worked. Where a librarian member is required to provide library service at off-campus locations, the member shall be compensated at a rate of one (1) hour of release time for each hour of travel time outside the member's normal hours of work.

24.5 The scheduling of work assignments shall be done in consultation with the librarian member and approved by the University Librarian. This scheduling shall be based on a fair allocation of professional responsibilities among all librarian members.

24.6 Each librarian member, including a librarian member on leave, shall submit an annual report on the librarian member's workload activities during the period July 1 – June 30. The report shall list professional practice; 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 21.28; and teaching when applicable as specified in Article 24.1. The report shall be no more than two (2) pages in length and shall be submitted to the University Librarian no later than 1 September following the period reported on. The University Librarian shall review and return to the librarian member a signed copy of the University Librarian's report no later than 30 September. 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 University Librarian with the returned annual report, the member may request them. A member may provide a response to the University Librarian's comments.

## **ARTICLE 25: ONLINE COURSE DEVELOPMENT CONTRACTS**

25.1 The Employer and a member may enter into an Online Course Development Contract for the development, re-development, or revision of an online credit course. The terms of the contract must be approved by the member's Dean/University Librarian in consultation with the Vice-President Academic and Provost, and agreed upon by the member and the member's Chair/Director.

25.1.1 The development of the course may be part of the member's normal teaching load or be offered as an overload. If the course is offered as an overload, then the member shall be compensated in accordance with Article 38.15. When the member requests, the Dean/University Librarian, after consulting with the member's Chair/Director may approve course release in lieu of the overload stipend.

25.1.2 For the re-development or revision of a course, the member shall be compensated in accordance with the provisions of Article 38.15 or be provided with the equivalent accumulated course release time. The proration shall be determined by the Dean/University Librarian in consultation with the member and the member's Chair/Director.

25.2 Nothing in an Online Course Development Contract shall be in contravention of the provisions of the Agreement.

25.3 Copies of the signed Online Course Development Contract shall be forwarded to the member, the member's Chair/Director, the member's Dean/University Librarian, and the Office of the Association President.

25.4 Teaching a course developed under an Online Course Development (with the exception of a course under Article 25.5), 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 an asynchronous online course developed specifically for rebroadcast under an Online Course Development Contract shall be as follows:

25.5.1 The course developer shall receive a royalty fee of \$300;

25.5.2 The member teaching the course shall receive the sum of \$150 per student enrolled in a half-unit course or \$300 per student enrolled in a full-unit course.

## **ARTICLE 26: SUPPORT FOR ACADEMIC DUTIES**

26.1 The Employer recognizes that to carry out their research, scholarly activities, service, 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, information and technology support services, laboratory and appropriate research and teaching space, basic computer and other equipment and supplies, software, office space and furnishings, administrative 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 to support their research and scholarly activities, and to assist the Employer 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, databases, 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 the Association Grievance Officer;

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 the Association Grievance Officer, come to agreement with the Vice-President Academic and Provost 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 specifically for an online credit course under the terms of an Online Course Development Contract.

### 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 and Provost 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 or technical staff.

27.8 Where an invention, improvement, design, or development is made by a member and the Employer has an interest, as per Article 27.7, or at the request of the member, the parties may enter into an agreement to be negotiated by the Vice-President Academic and Provost or a representative and the member, with the assistance the Association Grievance Officer, regarding each party's respective share of the proceeds.

## **ARTICLE 28: VACATIONS AND HOLIDAYS**

28.1 Members shall be entitled to four (4) 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 (1) 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:

- New Year's Day
- Heritage Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Natal Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

28.3.1 Indigenous members shall also be entitled to the following holidays with pay:

- National Indigenous Peoples Day

## Treaty Day

28.4 Members shall be entitled to other holidays and observances by agreement with their Dean/University Librarian and Chair/Director.

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 the final year of employment provided that the member produces evidence that the member was unable to use all of the year's vacation entitlement.

## ARTICLE 29: LEAVES

### Sabbatical Leave (Faculty and Librarian Members)

29.1.1 Sabbatical leaves are granted for purposes of research which is of benefit to the faculty member or librarian 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 (6) years of service at the University without interruption in employment (including up to two (2) years of previous university service as specified in an employment agreement) but excluding time spent on any unpaid leave or long-term disability, is eligible to apply for a one-year sabbatical leave at 85% of salary, or a six-month sabbatical leave at 100% of salary. Subsequent one-year sabbatical leaves shall be at 80% of salary. Members approved for such sabbatical leave may also apply for a sabbatical research allowance of up to \$3,000 as specified in Article 29.1.4.

29.1.3 A tenured or permanent full-time member with three (3) 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 \$1,500 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 the leave. Such requests shall be made in writing and submitted to the Vice-President Academic and Provost no later than one (1) 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, the member may automatically count the six (6) months service for the period 1 July through 31 December towards the member's next sabbatical leave. Leaves for periods other than those listed above may be approved by the Vice-President Academic and Provost following consultation with the Dean/University Librarian, 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 and Provost 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 when a member is eligible for a leave commencing 1 January the ability for the member's department/Faculty of Education to offer its program may be adversely affected. In such cases, the Dean/University Librarian may recommend that leave be granted six (6) months in advance of the member's entitlement, it being understood that the accumulation of credit towards a subsequent leave shall commence only after the time when the leave would normally have ended.

29.1.8 By 1 October preceding the Agreement year during which the member is eligible for a sabbatical leave, the member shall make written application for leave to the member's Dean/University Librarian, with copies to the member's Chair/Director. This application shall include:

29.1.8.1 A statement of eligibility and the period of sabbatical leave applied for;

29.1.8.2 A detailed and fully documented statement of the proposed sabbatical research program and its intended results;

29.1.8.3 Evidence of any external funding applied for or secured in support of the research program.

29.1.8.4 A list of scholarly and/or professional activity since the member's last sabbatical.

29.1.9 When an eligible member wishes to defer applying for sabbatical leave specified in Article 29.1.2, the member shall apply to the Dean/University Librarian and the Vice-President Academic and Provost by 1 October, stating the requested length of the deferral and the reasons for the request.

29.1.9.1 A member shall defer applying for sabbatical leave specified in Article 29.1.2 only for a maximum of two (2) years;



29.1.9.1.1 In exceptional circumstances, a member may apply to the Joint Committee for the Administration of the Collective Agreement for an additional deferral to a maximum of two (2) additional years.

29.1.9.2 The years of deferral shall be credited towards eligibility for subsequent sabbatical leave.

29.1.9.3 All accumulated deferred time prior to 1 November 2017 shall be recorded and credited towards eligibility for subsequent sabbatical leave(s).

29.1.10 If a member wishes to defer applying for sabbatical leave specified in Article 29.1.3, the member may automatically do so. The years of deferral shall be credited towards eligibility for subsequent sabbatical leave, up until the member is eligible to apply for a sabbatical leave specified in Article 29.1.2.

29.1.11 The application shall be forwarded to the Dean/University Librarian through the department Chair/Director who shall, after consultation with department/Faculty of Education members or librarians, advise the Dean/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/Faculty of Education'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. By 30 October, the Dean/University Librarian shall provide the Vice-President Academic and Provost with a recommendation summarizing Articles 29.1.8.1 to 29.1.8.3 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/Faculty of Education at the request of the Chair/Director for such purpose.

29.1.12 The Vice-President Academic and Provost shall provide the President with a recommendation regarding the application for sabbatical leave by 15 November.

29.1.13 The President shall advise the member in writing of the President's decision by 30 November, with a copy to the Office of the Association President and the Vice-President Academic and Provost.

29.1.14 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.

29.1.15 Either the member or the Employer may request that a sabbatical leave already approved under Article 29.1.13 be deferred for up to two (2) years. Such a deferral shall be arranged between a member and the member's Dean/University Librarian and shall be subject to the following conditions:

29.1.15.1 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 1 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 1 August preceding the leave;

29.1.15.2 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 and Provost, the member's Dean or the University Librarian, the Chair/Director, and the Office of the Association President;

29.1.15.3 No subsequent application need be made if the research program remains the same;

29.1.15.4 The years of deferral shall be credited towards eligibility for subsequent sabbatical leave;

29.1.15.5 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.

29.1.16 A member who defers sabbatical leave shall receive up to a maximum of two (2) years towards eligibility for subsequent sabbatical leave.

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/University Librarian.

29.1.20 A member on sabbatical leave may choose to 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 the member's discretion.

29.1.23 While on sabbatical, a member shall not earn more than 100% of the member's salary. If 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 If a member on sabbatical leave suffers a significant interruption of the member's stated program of activities as a result on being on an approved leave under Articles 29.2, 29.4, 29.5, 29.9, or 29.10 of greater than four (4) weeks, on the recommendation of the member's Dean, the member may request that the Vice-President Academic and Provost approve modification or postponement of the sabbatical.

29.1.25 A member who has been approved for a sabbatical leave and who wishes to apply to convert salary to research grant income as permitted by the Income Tax Act may submit a completed application form including details of the research project, activities, and budgets, to the Research Office with a copy to the Office of the Vice-President Academic and Provost, no later than three (3) months prior to the commencement of the sabbatical leave. Following an evaluation of the research project, the Employer may approve the salary conversion if it is determined the application meets all of the requirements of the Income Tax Act.

29.1.26 Within three (3) months of the completion of a sabbatical leave, the member shall submit a report on sabbatical activities to the President of the University, with copies to the member's Dean or University Librarian, and the Vice-President Academic and Provost for inclusion in the member's academic file. This report does not replace the annual report that is submitted to the Dean or the University Librarian as per Article 23 for faculty members and Article 24 for librarian members.

29.1.27 For any sabbatical leave commencing on or after 1 July 2025, if the member fails to return to the University following the sabbatical leave for an equivalent period of the leave, the member shall not be eligible for retirement incentives under Article 47. In exceptional circumstances, the member may make application to the Vice-President Academic and Provost for waiver of this provision.

29.1.28 The Vice-President Academic and Provost shall copy the Office of the Association President when members are notified that a sabbatical leave has been granted, stating the terms of those leaves.

#### Pregnancy and Parental Leave

29.2.1 A member shall have the right to continue 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 top-up 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.

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 the member's 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 the member's Chair/Director, Dean/University Librarian, and the Vice-President Academic and Provost, 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. Where a member agrees to assume an overload in the events of such an absence, such overload shall be subject to the provisions of Articles 23.13, 38.15, and 50.5.1.

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. If the pregnancy ends and does not result in a live birth, Article 29.2.9 shall apply.

29.2.7 When a member returns from pregnancy leave during the fall or winter term, the member's individual teaching assignments, shall be agreed upon by the member and the department Chair/Director with the approval of the Dean/University Librarian.

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 (1) year. If a member elects to defer such a decision, the member shall provide the Vice-President Academic and Provost with written notice of the intention to do so within thirty (30) working days of receiving notice from the Vice-President Academic and Provost that the member is eligible for such consideration as stated in Articles 20.39.2, 20.42.2, 21.38.2, 21.41.2, 49.28.1, 49.29.1.

29.2.9 A member who experiences end of pregnancy not resulting in a live birth is entitled to a leave of absence of up to five (5) consecutive working days starting on the day that the pregnancy ended.

29.2.9.1. The following members are also entitled to the five (5) consecutive working days leave of absence :

- (a) spouse of individual whose pregnancy ended;
- (b) former spouse of an individual whose pregnancy ended, if the former spouse would have been the biological parent;
- (c) another person experiences an end of pregnancy and the member would have become the parent of a child born as a result of the pregnancy under a surrogacy agreement;
- (d) another person experiences an end of pregnancy and the member would have become the parent of a child born as a result of the pregnancy under an intended adoption.

29.2.10 If a member's pregnancy ends not resulting in a live birth after completing week nineteen (19) of pregnancy, the member is entitled to a leave of absence of up to sixteen (16) consecutive weeks starting on the day the pregnancy ended. This leave is eligible for the top-up benefit in Article 29.2.2 as if the member were still pregnant.

29.2.11 A member who experiences end of pregnancy not resulting in a live birth while already on pregnancy leave is entitled to the remainder of the pregnancy leave, or, where the member has taken

more than ten (10) weeks of pregnancy leave, up to an additional six (6) weeks of unpaid leave of absence, starting on the day the end of pregnancy occurs, at the member's option.

29.2.12 If a member initially chooses to take leave under 29.2.9 and before completing that leave elects to take pregnancy leave under 29.2.10, any leave taken shall be deducted from the entitlement under 29.2.10.

29.2.13 If a member who has experienced an end of pregnancy not resulting in a live birth does not wish to access end of pregnancy leave, the member may elect to instead use sick leave in accordance with Article 29.5.

29.2.14 A member intending to take end of pregnancy leave shall inform the member's Chair/Director, Dean/ University Librarian and the Vice-President Academic and Provost, with as much notice as is reasonably practicable, shall provide the date that the leave did or will begin, whether the leave is under Article 29.2.9, 29.2.10, or 29.2.11, and the end date. For leave under Article 29.2.10 or 29.2.11, the member may be requested to provide a certificate from a legally qualified practitioner.

29.2.15 A member who becomes a parent, either by birth or adoption, of one or more children, shall be entitled to a maximum of seventy-seven (77) weeks parental leave in accordance with the Nova Scotia Labour Standards Code. Eligible members are as follows:

29.2.15.1 A birth parent completing pregnancy leave. The parental leave must begin immediately following the completion of the pregnancy leave for a combined maximum of seventy-seven (77) weeks;

29.2.15.2 A Spouse, partner of a birth parent, or a biological parent of an infant less than twelve (12) months of age;

29.2.15.3 Adoptive parents. At the time of application for the leave, the member shall provide documentation certifying that a child is being adopted to the member's care and noting the placement date for the adoptee;

29.2.15.4 When both parents are members, they may choose to share the maximum parental leave in accordance with the rules governing the Employment Insurance benefit.

29.2.16 The Employer shall provide a top-up benefit to a maximum of twenty-six (26) weeks including pregnancy leave for probationary or tenured/permanent members in accordance the following:

29.2.16.1 The member must apply for the Employment Insurance (EI) benefit;

29.2.16.2 When the member opts to take a Standard EI Parental Leave , 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.

29.2.16.3 When the member opts to take an Extended EI Parental Leave (up to sixty-one (61) weeks), the top-up benefit payable by the Employer shall be the same amount as would have

been paid if the member opted to take a Standard EI Parental Leave, and shall be paid over the same number of weeks as with a Standard EI Parental Leave.

29.2.16.4 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 top-up benefit.

29.2.16.5 The member can only claim the top-up benefit for the portion of the thirty-five (35) weeks that has not been previously claimed for EI benefits with respect to the child.

29.2.16.6 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.

29.2.17 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.

29.2.18 In cases of birth, a member intending to take parental leave shall inform the Chair/Director, the Dean/University Librarian, and the Vice-President Academic and Provost 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. When a member agrees to assume an overload in the event of such an absence, such an overload shall be subject to the provisions of 9.3, 23.13, 24.1.4, 38.15, and 50.5.1.

29.2.19 Should a pregnancy result in medical complications before or after the commencement of parental leave, the sick leave provisions of this Article shall apply.

29.2.20 When a member returns from parental leave during the fall or winter term, the member's individual teaching assignments shall be agreed upon by the member and the member's department Chair/Director with the approval of the Dean/University Librarian.

29.2.21 A member who becomes a parent, whether by birth or adoption who does not take parental leave with top-up benefit, shall be entitled to 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 the member's Dean/University Librarian and the Vice-President Academic and Provost. 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 an overload shall be subject to the provisions of 23.13 and 50.5.1.

29.2.22 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 (1) year. If a member elects to defer such a decision, the member shall provide the Vice-President Academic and Provost with written notice of the intention to do so within thirty (30) working days of receiving notice from the Vice-President Academic and Provost that the member is eligible for such consideration as stated in Articles 20.39.2, 20.42.2, 21.38.2, 21.41.2, 49.28.1, and 49.29.1.

29.2.23 The Vice-President Academic and Provost shall copy the Office of the Association President when members are notified that a parental leave has been granted, stating the terms of the leave, and, when appropriate, copy the Office of the Association President with confirmation of receipt of the member's notice to defer reappointment or tenure/permanence pursuant to Article 29.2.22.

#### 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 the member's Dean (or the University Librarian) reasonable written notice of this plan, and of the member's intention to request political leave once she has become a bona fide candidate. The member shall make reasonable effort to accommodate the 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 and Provost, 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 the member's 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 the member's Dean (or the University Librarian) with written notice of the member's 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 and Provost, 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.

#### 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 the member's Chair/Director, the Dean (or the University Librarian) and the Vice-President Academic and Provost 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 the member's Chair/Director (or the University Librarian) on how best the member's teaching (or Library) responsibilities may be met. Overloads agreed to by the member's 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 the member's 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 and Provost within thirty (30) working days of receiving notice from the Vice-President Academic and Provost that she is eligible for such consideration as stated in Article 20.39.2 and 20.42.2 or Article 21.38.2, 21.41.2, 49.28.1 and 49.29.1.

29.4.7 As soon as such information is available, the Employer shall provide the President of the Association with the names of members on court leave, the terms of such leave and, where appropriate, copies of notice to defer reappointment or tenure/permanence pursuant to 29.4.6.

#### Sick Leave

29.5.1 The Employer shall grant sick leave to any active member of the bargaining unit who is absent from 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 the member's Chair/Director and Dean/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 returning 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/University Librarian and Vice-President Academic and Provost for inclusion in the member's administrative file.

29.5.3 A member who is ineligible for consideration under a long-term disability insurance program and needs to extend sick leave beyond 119 calendar days, shall inform the member's Chair/Director and Dean/University Librarian as early as such notice is possible and before the 119th day of sick leave. The member shall provide sufficient medical evidence, as determined by an independent third party, for inclusion in the member's administrative file.

29.5.4 A member who extends 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 the member's 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 Article 23.13.

29.5.6 A member who has been absent from 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 sick leave under Article 29.5.3, shall be deemed to have ceased employment with the University and 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 (1) year. Where such deferral is sought, the member shall provide written notice to the Vice-President Academic and Provost within thirty (30) working days of receiving notice of eligibility for such consideration from the Vice-President Academic and Provost as stated in Articles 20.39.2, 20.42.2, 21.38.2, 21.41.2, 49.28.1 and 49.29.1.

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

#### 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 the member's immediate family. The member shall receive full pay and benefits during the period of this leave. Where a member agrees to assume an overload in the event of such an absence, such overload shall be subject to the provisions of Articles 23.13 and 50.5.1.

29.6a.2 The member shall inform the member's Chair/Director, the member's Dean (or the University Librarian), and the Vice-President Academic and Provost 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 the University Librarian) may authorize an extension to the period of bereavement leave upon request by the member or \*the member's designated representative.

#### 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 the member's immediate family, the Dean may authorize up to 10 days of paid leave. The member shall make the request to the Dean (or the University Librarian), with notification to the Chair/Director. The Dean (or the University Librarian) may authorize additional family emergency leave upon request by the member. Where a member agrees to assume an overload in the event of such an absence, such overload shall be subject to the provisions of Articles 23.13 and 50.5.1.

29.6b.2 For the purposes of Articles 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 the University Librarian). Requests for accommodation shall be considered under Article 3.14.

#### 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 the member's 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, the member 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(1) year.. Where such deferral is sought, the member shall provide written notice to the Vice-President Academic and Provost within thirty (30) working days of receiving notice of eligibility for such consideration from the Vice-President Academic and Provost as stated in Articles 20.39.2, 20.42.2, 21.38.2, 21.41.2, 49.28.1 and 49.29.1.

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 skills in an existing field and the member consents, the member 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 and Provost. This agreement shall be confirmed in writing.

29.7.6 A member may apply to the Vice-President Academic and Provost for leave for the purpose of retraining in a new field, or of upgrading skills in an existing field. The length and conditions of this leave shall be negotiated by the member and the Vice-President Academic and Provost, with advice from the Chair/Director and Dean/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 and Provost determines that it is difficult to recruit persons with doctoral degrees, a member may apply to the Vice-President Academic and Provost 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 and Provost, with advice from the Chair/Director and Dean/University Librarian. The Association shall be notified of such negotiations and of the final arrangements concluded.

### 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 MSVU Flexible Benefits Program as determined by the insurance carrier, but shall not receive the Employer Benefits Dollars.

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/University Librarian no later than 1 November of the academic year preceding that in which the leave is requested to begin. The Dean/University Librarian shall consult with the Chair/Director regarding the application.

29.8.5 The Dean/University Librarian shall forward the application and written recommendation to the Vice-President Academic and Provost within fifteen (15) working days of receipt. Copies of this recommendation shall be sent to the candidate.

29.8.6 The Vice-President Academic and Provost shall advise the candidate, the Chair/Director, and the Dean /University Librarian of the Vice-President Academic and Provost's 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 /University Librarian, a member shall receive such salary additions as shall have been implemented in the member's absence and as are appropriate pursuant to Article 38, and to have past activities pertinent to tenure/permanence, promotion and contract renewal entered in the member's academic file for consideration under Article 20 or Article 21, upon the member's return to the University.

29.8.9 A member on leave of absence without pay must confirm an intention to return to the University in writing to the member's Chair/Director, Dean /University Librarian and the Vice-President Academic and Provost no later than four months prior to the end of the member's 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 (1) year. Where a member elects to defer such a decision, the member shall provide the Vice-President Academic and Provost with written notice of an intention to do so within thirty (30) working days of receiving notice from the Vice-President Academic and Provost that the member is eligible for such consideration as stated in Articles 20.39.2 and 20.42.2 or Articles 21.38.2, 21.41.2, 49.28.1, and 49.29.1.

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

#### Compassionate Care Leave and Family Caregiver Leave

29.9 A member who is the primary caregiver shall be granted compassionate care leave or family caregiver leave, in accordance with the provisions below, to care for ill or injured family members (Article 29.9.4).

29.9.1 A member who is the primary caregiver for gravely ill family members shall be entitled to a compassionate care leave for up to twenty-six (26) weeks in accordance with the Employment Insurance Compassionate Care Benefits.

29.9.2 A member who is the primary caregiver for critically ill or injured adult family members shall be entitled to a family caregiver leave for up to fifteen (15) weeks in accordance with the Employment Insurance Family Caregiver Benefit for Adults.

29.9.3 A member who is the primary caregiver for a critically ill or injured child shall be entitled to a family caregiver leave for up to thirty-five (35) weeks in accordance with the

Employment Insurance Family Caregiver Benefit for Children.

29.9.4 Qualifying family members in Article 29.9 shall include all persons outlined under Employment Insurance Compassionate Care Benefits and Family Caregiver Benefit, which include, but are not limited to, a spouse or common-law partner, parent, child, relative.

29.9.5 The Employer shall provide a benefit to a maximum of two (2) weeks in accordance with the following:

29.9.5.1 The benefit will apply to probationary or tenured/permanent members;

29.9.5.2 The member must apply for and be eligible to receive the Employment Insurance Compassionate Care Benefits or Family Caregiver Benefit and provide documentation indicating the amount of the EI benefit approved;

29.9.5.3 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;

29.9.6 Nothing in this article shall prevent a member from taking the Family Caregiver Benefit for Adults or Children and Compassionate Care Benefits consecutively, as outlined under Employment Insurance Caregiving Benefits.

29.9.7 A member on unpaid compassionate care leave or family caregiver leave shall retain seniority and privileges, and may continue to purchase benefits from the MSVU Flexible Benefits Program, but shall not receive the Employer contribution. The Employer shall provide a member with a contribution towards the cost of maintaining the member's MSVU Flexible Benefits up to a maximum of \$500.

29.9.8 A member requesting compassionate care leave or family caregiver leave shall inform the member's Chair/Director, Dean/University Librarian, and the Vice-President Academic and Provost as soon as possible, stating the anticipated length of time of the leave.

29.9.9 When a member agrees to assume an overload in the event of such an absence, such an overload shall be subject to the provisions of Articles 23.13 and 50.5.1.

29.9.10 When a member returns from compassionate care leave or family caregiver leave during the fall or winter term, the member's individual teaching assignments shall be agreed upon by the member and the member's department Chair/Director with the approval of the Dean.

29.9.11 A member who has taken compassionate care leave or family caregiver 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, the member shall provide the Vice-President Academic and Provost with written notice of intention to do so within thirty (30) working days of receiving notice from the Vice-President Academic and Provost that the member is eligible for such consideration as stated in Articles 20.39.2, 20.42.2, 21.38.2, 21.41.2, 49.28.1, and 49.29.1.

29.9.12 As soon as such information is available, the Employer shall provide the President of the Association with the names of members granted compassionate care leave and family caregiver leave and, where appropriate, copies of notice to defer reappointment or tenure/permanence pursuant to Article 29.9.11.

#### Domestic Violence Leave

29.10 The Employer and the Association agree that all members have the right to be free from domestic violence. To those members experiencing domestic violence or whose children are experiencing domestic violence, the Employer strives to provide a supportive environment, offer assistance, and comply with applicable legislation.

29.10.1 If a member is experiencing domestic violence, the Dean/University Librarian may authorize up to ten (10) days of paid Domestic Violence leave. The member shall make the request to the Dean/University Librarian with notification to the Chair/Director. The Dean/University Librarian may authorize additional domestic violence leave upon request by the member. When a member agrees to assume an overload in the event of such an absence, such overload shall be subject to the provisions of Articles 23.13 and 50.5.1. A member experiencing domestic violence may take Domestic Violence Leave or Family Emergency Leave as per Article 29.6.b.1 but not both. A member shall retain all seniority and privileges.

29.10.2 Beyond the time provided for in Article 29.6b.1, unpaid leave shall be applied for in writing and granted in accordance with prevailing legislation.

29.10.3 The Employer and the Association shall respect the confidentiality of a member experiencing domestic violence.

29.10.4 Any member on unpaid domestic violence leave shall retain seniority and privileges, and may continue to purchase benefits from the MSVU Flexible Benefits Program, but shall not receive the Employer contribution. The Employer shall provide a member with a contribution toward the cost of maintaining the member's MSVU Flexible Benefits up to a maximum of \$500.

29.10.5 When a member returns from domestic violence leave during the fall or winter term, the member's individual teaching assignments shall be agreed upon by the member and the member's department Chair/Director with the approval of the Dean.

29.10.6 A member who has taken unpaid domestic violence 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, the member shall provide the Vice-President Academic and Provost with written notice of intention to do so within thirty (30) working days of receiving notice from the Vice-President Academic and Provost that the member is eligible for such consideration as stated in Articles 20.39.2, 20.42.2, 21.38.2, 21.41.2, 49.28.1, and 49.29.1.

29.10.7 As soon as such information is available, the Employer shall provide the President of the Association with the names of members granted unpaid leave and, where appropriate, copies of notice to defer reappointment or tenure/permanence pursuant to Article 29.10.6.

#### Cultural, Community and Ceremonial Leave

29.11 Where an Indigenous member needs to be absent to attend an Indigenous ceremonial gathering or cultural activity in fulfillment of cultural obligations, the Indigenous member may receive one (1) day of paid leave per year on the provision of five (5) days' notice to the Chair/Director, the Dean/University Librarian, and the Vice-President Academic and Provost.

### **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 the Dean (or the University Librarian), with a copy to the 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 the member's teaching (or library work) schedule, the member, the Chair/Director, and the 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 administrative 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 All full-time faculty members of the department/Faculty of Education are eligible to be Chair/Director, providing they are tenured. In extraordinary circumstances an untenured faculty member may be appointed as Chair/Director.

31.2 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.

31.3 A Chair/Director shall be appointed to a three-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.

31.4 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.

31.5 Selection of a Chair/Director shall be in accordance with the following principles:

31.5.1 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;

31.5.2 When a Chair/Director is selected internally, a secret ballot shall be held and the Chair/Director chosen by simple majority;

31.5.3 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 and Provost by 28 February;

31.5.4 When 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 Articles 18.10.2 , 18.10.3 and 18.10.4. The search for an external Chair/Director does not preclude final selection of an internal candidate.



31.6 The appointment of the Chair/Director shall be confirmed in writing by the Vice President Academic and Provost and the decision transmitted to the candidate and the Chair/Director of the selection committee by 15 March. When the Vice-President Academic and Provost decides not to confirm a recommended appointment, the Vice-President Academic and Provost shall so inform the department/Faculty of Education in writing by 15 March, giving reasons for the decision.

31.7 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.

31.8 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 31.5.1 and 31.5.2, shall recommend the appointment of an acting Chair/Director to the Dean; the Dean shall make the Dean's recommendation to the Vice-President Academic and Provost, who shall confirm the appointment.

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

31.9.1 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.

31.9.2 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.

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

#### Department Chairs

31.10 In all departments: in consultation with the department, the Chair, a full voting member of the department, shall:

31.10.1 Call and chair department meetings at least two (2) times in the fall term and two (2) times in the winter term to establish internal policy and prepare recommendations for appropriate University bodies;

31.10.2 Circulate an agenda and supporting materials to department members no later than five (5) working days before each department meeting;

31.10.3 Oversee the orderly administration of the department, including the maintenance of departmental records;

31.10.4 Make recommendations to the Dean on filling part-time positions in the department;

- 31.10.5     Oversee the evaluation of part-time faculty members in accordance with procedures specified in the Collective Agreement between the Employer and CUPE 3912;
- 31.10.6     Prepare and monitor the departmental budget;
- 31.10.7     Develop a two-year timetable of course offerings for the department;
  - 31.10.7.1     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 50.4.
- 31.10.8     Facilitate and supervise the development and planning of academic policy and programs;
- 31.10.9     When appropriate, establish and maintain relations with external professional organizations;
- 31.10.10    Inform department members of communications from Administration;
- 31.10.11    Encourage teaching, scholarly and professional activity, and collegial service;
- 31.10.12    Organize faculty advising of students enrolled in departmental programs;
- 31.10.13    Expedite departmental recommendations of appointment, reappointment, tenure/permanence, and promotion in accordance with the provisions of Articles 18, 20, 48, and 49;
- 31.10.14    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;
- 31.10.15    Act as “Managing Supervisor” for assigned University employees in accordance with NSGEU Local 81’s Collective Agreement and communicate with Human Resources as required;
- 31.10.16    Prepare an annual report for the period of 1 July – 30 June for submission to the appropriate Dean by 15 July of each year.

#### Directors (Faculty of Education)

- 31.11       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:
  - 31.11.1     Call and chair Bachelor of Education Committee/Graduate Education Committee meetings at least two (2) times in the fall term and two (2) times in the winter term to establish internal policy and prepare recommendations for appropriate University bodies;

- 31.11.2 Circulate an agenda and supporting materials to faculty members no later than five (5) working days before each committee meeting;
- 31.11.3 Oversee the orderly administration of the Teacher Education and Graduate Education programs, including the maintenance of program records;
- 31.11.4 Make recommendations to the Dean on filling part-time positions in the Faculty of Education;
- 31.11.5 Oversee the evaluation of part-time faculty members in accordance with procedures specified in the Collective Agreement between the Employer and CUPE 3912;
- 31.11.6 Oversee the B.Ed. admissions policy and procedures;
- 31.11.7 Develop a two-year timetable of course offerings for the faculty;
  - 31.11.7.1 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 Articles 23.3 and 23.4;
- 31.11.8 Facilitate and supervise the development and planning of academic policy and programs;
- 31.11.9 When appropriate, establish and maintain relations with external professional organizations;
- 31.11.10 Inform faculty members of communications from Administration;
- 31.11.11 (Encourage teaching, scholarly and professional activity, and collegial service;
- 31.11.12 Oversee faculty advising of students enrolled in Faculty of Education programs;
- 31.11.13 Expedite recommendations of appointment, reappointment, tenure, and promotion in accordance with the provisions of Articles 18 and 20;
- 31.11.14 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.
- 31.11.15 Act as “Managing Supervisor” for assigned University employees in accordance with NSGEU Local 81’s Collective Agreement and communicate with Human Resources as required.
- 31.11.16 Prepare an annual report for the period 1 July – 30 June for submission to the Dean by 15 July of each year.

## 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 (3) part-time members of faculty shall be counted as one (1) 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 (1) FTE member of faculty;

32.1.7 In the Department of Women's Studies, a non-department member serving as Co-ordinator of the Joint Master's programme in Women's Studies shall be counted as one-third FTE member of faculty.

32.2 The Chair and the Dean to whom the Chair Reports shall confirm the number of FTE faculty members in the department for each Agreement year and shall advise the Vice-President Academic and Provost of that number by the preceding 1 June.

32.3 The Chairs' stipends and course release shall be as follows.

Effective July 1, 2023:

Department Size	Stipend	Units of Release
1.00 – 4.33 FTE	\$2,280	0.5
4.34 – 9.33 FTE	\$2,800	1.0
9.34 – 14.33 FTE	\$3,310	1.5
14.34 – 19.33 FTE	\$3,820	2.0
19.34 – 24.33 FTE	\$4,340	2.5
24.34+ FTE	\$4,850	2.5

Effective 1 July 2024:

Department Size	Stipend	Units of Release
1.00 – 4.33 FTE	\$2,395	0.5
4.34 – 9.33 FTE	\$2,940	1.0
9.34 – 14.33 FTE	\$3,480	1.5
14.34 – 19.33 FTE	\$4,015	2.0
19.34 – 24.33 FTE	\$4,560	2.5
24.34+ FTE	\$5,095	2.5

Effective 1 July 2025:

Department Size	Stipend	Units of Release
1.00 – 4.33 FTE	\$2,515	0.5
4.34 – 9.33 FTE	\$3,090	1.0
9.34 – 14.33 FTE	\$3,655	1.5
14.34 – 19.33 FTE	\$4,220	2.0
19.34 – 24.33 FTE	\$4,790	2.5
24.34+ FTE	\$5,350	2.5

32.3.1 Department Chairs shall take no more than two (2) units of course release under the terms of this Article.

32.3.1.1 Distribution of units of course release 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.

32.3.1.2 Chairs evaluating part-time faculty in accordance with Article 31.10.5 shall receive an additional fee of \$25 per part-time faculty member evaluated.

32.4 Chairs given responsibility for a newly created department shall receive a stipend and course release 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 (2) instalments, one (1) with the first pay of July and one (1) with the first pay of January.

### Directors (Faculty of Education)

32.6 The Director of Teacher Education and the Director of Graduate Education shall each receive two (2) units of course release per Agreement year.

32.7 Director shall receive an annual stipend of \$4,850, which shall be paid in two instalments, one with the first pay of July and one with the first pay of January. The annual stipend will increase to \$5,095 effective 1 July 2024 and \$5,350 effective 1 July 2025.

### **ARTICLE 33: RESIGNATION**

33.1 A faculty member normally may resign employment effective 1 January or 1 July by giving written notice to the President, with copies to the member's Dean, the Vice-President Academic and Provost, and the Office of the Association President. Notice to resign effective 1 July should be given by the previous 1 March. Notice to resign effective 1 January should be given by the previous 1 September. The President may accept shorter notice of resignation.

33.2 A librarian member may resign employment on four (4) months prior written notice to the President, with copies to the University Librarian, the Vice-President Academic and Provost, and the Office of the Association President. The President may accept shorter notice of resignation.

33.3 A lab instructor member may resign employment by resignation on four (4) months written notice to the President, with copies to the Chair, the Dean, the Vice-President Academic and Provost, and the Office of the Association President. The President may accept shorter notice of resignation.

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

#### Discipline

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 ameliorative measures to assist the member.

34.4 Suspension is the act of the Employer relieving a member of all university duties for cause without the member's 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 Office of the Association President, forthwith upon the disciplinary action being taken by the Employer.

34.7 In all cases when disciplinary action against a member is being considered, the following procedures shall apply:

34.7.1 Where allegations against a member that might lead to discipline 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/ University Librarian shall within five (5) working days initiate a formal investigation and notify the member in writing, with a copy to the Office of the Association President. 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/University Librarian may elect not to proceed and the notice to the member shall constitute the final report on the matter. The notice shall be copied to the Office of the Association President. If the Dean/ University Librarian elects not to proceed with the investigation, no information concerning the matter shall be placed in the member's academic or administrative files;

34.7.2.1 If the Dean/or University Librarian elects not to proceed with the investigation, the Dean/University Librarian may refer the parties involved to the Harassment and Discrimination Officer.

34.7.3 Within fifteen (15) working days of giving notice referred to in Article 34.7.1, the Dean/University Librarian and a representative of the Employer shall meet with the member and the Association Grievance Officer to review all documents related to the allegation(s), the investigation activities, and evidence gathered. The member shall have the opportunity to respond. The parties shall 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/University Librarian, with a written response to be taken into account by the Dean/University Librarian in making the recommendation under Article 34.7.5.

34.7.5 Within fifteen (15) working days of the meeting referred to in Article 34.7.3, the Dean/University Librarian shall submit a Investigation Report (all documents related to the allegation(s), the investigation activities, evidence gathered, and the member's written response when there is one) with a written recommendation regarding discipline to the Vice-President Academic and Provost, copied to the member and the Office of the Association President.

34.7.6 Within five (5) working days of receiving the Dean's/University Librarian's Investigation Report and recommendation regarding discipline, the member may provide the Vice-President Academic and Provost with a written response to be taken into account by the Vice-President Academic and Provost in making the recommendation under Article 34.7.7.

34.7.7 Within ten (10) working days of receiving the Dean's/University Librarian's Investigation Report and recommendation regarding discipline, the Vice-President Academic and Provost shall, in writing, inform the member and the Association President of the decision. When the Vice-President Academic and Provost elects not to impose discipline, the notice to the member shall constitute the final report on the matter. When the Vice-President Academic and Provost elects to discipline the member, the 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.

### Dismissal

34.10 When the Vice-President Academic and Provost receives an Investigation Report from a Dean/University Librarian that may, in the opinion of the Vice-President Academic and Provost, result in a member's dismissal, the following procedures shall apply:

34.10.1 The Vice-President Academic and Provost shall notify the member and the Office of the Association President within five (5) working days of receipt of an Investigation Report that dismissal is being considered and shall provide them with copies of all documentation in the possession of the Vice-President Academic and Provost relevant to the case ;

34.10.2 Within ten (10) working days of receipt of the notice in Article 34.10.1, the member shall be given an opportunity to meet with the President in the presence of the Vice-President Academic and Provost, the member's Dean/ University Librarian, and the Association Grievance Officer. The member retains the right to choose and to be accompanied by an additional bargaining unit member. The President may choose to be accompanied by an additional representative of the administration. An attempt shall be made at the meeting to resolve the matter;

34.10.3 If no satisfactory solution is reached at the meeting, the President shall decide the matter within ten (10) working days of the meeting. The President may decide to proceed with dismissal or may elect either discipline short of dismissal or no discipline.



34.10.4 When the decision is not to proceed with any discipline, including dismissal, the Vice-President Academic and Provost shall notify the member in writing and copy the Office of the Association President. Such notice shall constitute the final report on the matter;

34.10.5 When the decision is made to discipline the member, including dismissal, the President shall advise the member and the Office of the Association President of the reasons for the discipline or dismissal within five (5) working days of the decision being made;

34.11 In cases when 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, the President may, upon written notice of stated cause to the member and to the Office of the Association President, relieve the member of some or all 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 34.10 has been made.

34.12 A member may grieve dismissal in accordance with the provisions of Articles 36.4 and 36.12.

#### **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**

##### Definition of Grievance

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

##### Types of Grievances

36.2 There are three (3) types of grievances:

36.2.1 An Individual grievance is a grievance initiated by the Association on behalf of one (1) 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.

#### General Requirements

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

36.3.1 Association grievances;

36.3.2 Employer grievances, for which specific provision is made in Article 36.13 to 36.15.

36.4 All grievances arising out of the President's decision on reappointment, tenure/permanence or promotion pursuant to Articles 20, 21, and 49, 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.

36.5 All grievances shall specify the article or articles of the Agreement alleged to have been violated and the remedy sought.

36.6 The Employer may seek the remedy of discipline against a grievance officer in cases of alleged non-performance of duties.

36.7 The Employer shall not discriminate against a member with respect to the terms and conditions of the member's employment by reason of the member's bona fide participation in the investigation and/or the resolution of a grievance.

#### Step One

36.8 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, the Association Grievance Officer may notify the grievor's Dean/University Librarian in writing of the grievance. No later than ten (10) working days following receipt of the grievance, the Association Grievance Officer and the grievor's Dean/University Librarian shall meet to discuss the matter. The grievance shall be co-signed by the grievor. The grievor may choose to be present at this meeting. The parties have five (5) working days following the date of the meeting to resolve the grievance.

36.8.1 If the grievance is resolved within this five-day period, the resolution shall, within five (5) working days of this five-day period, be countersigned and forwarded in writing to the grievor with a copy to the Association Grievance Officer.

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

36.8.3 If the grievance is not resolved within this five-day period, the Dean/University Librarian shall, within five (5) working days of this five-day period, forward in writing to the grievor, with a copy to the Association Grievance Officer, the reasons for denying the grievance.

### Step Two

36.9 Failing a resolution at Step One, or in the event the grievance is filed initially at Step Two pursuant to Article 36.3, the written grievance shall be forwarded to the Vice-President Academic and Provost:

36.9.1 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

36.9.2 For grievances not resolved at Step One, within five (5) working days of receipt of the decision of the Dean/University Librarian.

36.10 No later than ten (10) working days following receipt of the grievance (or five (5) working days of receipt of the grievance where it was initiated at Step One), the Vice-President Academic and Provost (or designate from the administration) shall meet with the Association Grievance Officer and the grievor and the parties shall make every reasonable attempt to resolve the grievance.

36.10.1 If a resolution is reached, it shall be reduced to writing and countersigned by the Vice-President Academic and Provost and the Association Grievance Officer-within ten (10) working days following the date of the meeting.

36.10.2 If no resolution is reached within ten (10) working days of the first meeting held pursuant to this Article 36.10, the Vice-President Academic and Provost shall, within two (2) working days after this ten-day period, forward in writing to the Office of the Association President the reasons for denying the grievance.

### Step Three

36.11 If the grievance cannot be resolved at Step Two, the Association President may, within ten (10) working days of the date upon which the decision of the Vice-President Academic and Provost is received by the Office of the Association President pursuant to Article 36.10.2, forward written notice to the President in the form prescribed in Article 37.1 that it intends to refer the grievance to arbitration.

36.12 In cases where a grievance is initiated at Step Three pursuant to Article 36.4, the Association President 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 Articles 37.1 and 37.2 that the matter is to be referred to arbitration.

## Employer Grievances

36.13 An Employer grievance shall be forwarded to the Office of the Association President within fifteen (15) working days of the date of the occurrence of the events giving rise to the grievance, or within fifteen (15) 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.

36.14 No later than five (5) working days following receipt of the grievance by the Office of the Association President, the Association President (or a designate from the Association shall meet with the President (or a designate from the administration ), and the parties shall make every reasonable attempt to resolve the grievance.

36.14.1 If a resolution is reached, it shall be reduced to writing and countersigned by the Presidents (or their respective designates) within ten (10) working days of the meeting.

36.14.2 If no resolution is reached within ten (10) working days of the first meeting in Article 36.14, the Association President shall, within two (2) working days after this ten-day period, forward in writing to the President the reasons for denying the grievance.

36.15 The Employer may, within ten (10) working days of the date upon which the decision of the Association President is received by the President pursuant to Article 36.14, forward written notice to the Office of the Association President in the form prescribed in Article 37.1 that it intends to refer the grievance to arbitration.

## Mediation

36.16 The parties may, by mutual agreement, request the assistance of a mediator assigned by Conciliation and Mediation Services for the Province of Nova Scotia upon receiving an application from the parties.

36.17 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 36.18.

36.18 At any stage in the mediation process, either party may withdraw from the mediation and proceed immediately to arbitration.

36.19 The mediation process is without prejudice to and without precedent for either party.

36.20 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 36.4 commences at Step Three of the grievance procedures, or that an Employer grievance is not settled during the procedure outlined in Article 36.13 to 36.15, either the Association President or the President may give notice in writing, within the time limits set out in Articles 36.11 and 36.15, to the other that the Association or the Employer, as the case may be, has elected to refer the unresolved grievance to arbitration and shall name the arbitrator as per Article 37.2.

37.2 In all cases , there shall be a single arbitrator. (37.3) The arbitrator shall be selected from the following list in rotation in accordance with the date on which the grievance arose:

Susan Ashley  
Karen Hollett  
Lynne Poirier

37.2.1 If there is no dispute as to which arbitrator is next in rotation, the parties have agreed upon an arbitrator.

37.2.2 If a party disputes that the named arbitrator is next in rotation, the party shall so notify the other party, in writing, within five (5) working days following the date of the notice in Article 37.1. If no resolution to the dispute is reached within this five-day period, the question shall be submitted in writing to the arbitrator not in dispute for a decision.

37.2.3 If the parties jointly agree to select a specific arbitrator not on the list, such agreement shall be made within ten (10) working days of the notice given in Article 37.1. If there is no agreement, the parties shall revert to the arbitrator next in rotation and proceed in accordance with the procedure in Article 37.2.

37.3 If an arbitrator is not available or agreeable to commence hearings within six (6) months of being notified of selection, the next person on the list shall be selected, and so on, until one (1) 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 except when the grievance is settled before the hearing, in which case the selected arbitrator remains next in sequence.

37.3.1 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. If the parties fail to agree on another arbitrator, either party may request that the Minister of Labour, Skills and Immigration appoint an arbitrator.

37.4 The arbitrator shall sit without unnecessary delay, and the arbitration decision shall be binding on both parties. The arbitrator is not authorized to alter, modify, or amend any part of this Agreement.

37.5 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 shall have the power to relieve against non-compliance within time limits, provided that the arbitrator is satisfied that there are reasonable grounds

for granting an extension and provided that granting the extension does not create prejudice to either party.

37.6 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 shall have jurisdiction to determine any application for particulars or production of documents.

37.7 If the arbitrator determines that a disciplinary penalty or discharge is excessive, the arbitrator may substitute such other penalty for the discipline or discharge that the arbitrator considers just and reasonable in the circumstances.

37.8 Each party shall bear the expense of its representatives, participants and witnesses, and preparation and presentation of its own case. The fees and expenses of the arbitrator 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/University Librarian, and with the approval of the Vice-President Academic and Provost, who when 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 the member's 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 the member's 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 the member's 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 the member's 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 the member's 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 amounting 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/University Librarian, and with the approval of the Vice-President Academic and Provost, 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 the member's 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 the member's 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 the member's former rank is within the range of salaries for the next rank shall move to the grid step corresponding to or immediately above the member's current salary and shall then move to the step above.

### Salaries – Faculty Members

38.5 Effective 1 July 2023, each faculty member who is not at the ceiling for the member's rank shall move up one (1) grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to the member's 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 1 July 2024, each faculty member who is not at the ceiling for the member's rank shall move up one (1) grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to the member's 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 1 July 2025, each faculty member who is not at the ceiling for the member's rank shall move up one (1) grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to the member's 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, the member's placement on the grid shall be moved up by one (1) step.

### Salaries – Librarian Members

38.9 Effective 1 July 2023, each librarian member who is not at the ceiling for the member's rank shall move up one (1) grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to the member's 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 1 July 2024, each librarian member who is not at the ceiling for the member's rank shall move up one (1) grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to the member's 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 1 July 2025, each librarian member who is not at the ceiling for the member's rank shall move up one (1) grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to the member's 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 – Lab Instructor Members

38.12 Effective 1 July 2023, each lab instructor member who is not at the ceiling for the member's rank shall move up one (1) grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to the member's 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 1 July 2024, each lab instructor member who is not at the ceiling for the member's rank shall move up one (1) grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to the member's 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 1 July 2025, each lab instructor member who is not at the ceiling for the member's rank shall move up one (1) grid step or to the ceiling of the rank, whichever is less. Each member shall receive the salary which corresponds to the member's 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 \$10,500 per full-unit course taught, and effective Summer Session 1, 2024, \$12,000 per full-unit course taught.

38.15.2 When a member teaches part of a unit, the stipend will be pro-rated 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 2023-2024 shall be paid within twenty-one (21) calendar days of the signing 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 signing 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 EXPENSE REIMBURSEMENTS**

39.1 The Employer shall reimburse professional expenses that 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 expenses to a maximum of \$800 for the 2023-24 fiscal year upon presentation of the completed application form and accompanied by original receipts to the Office of the Vice-President Academic and Provost no later than 31 March 2024. A member may carry over any unused professional funds from the 2023-24 fiscal year to the 2024-25 fiscal year."

39.3 Effective April 1, 2024, the member shall be eligible to receive an annual allocation of \$2,500

to an account reserved for the member's sole use and against which expenditures can be claimed for reimbursement in accordance with Article 39.1 and 39.4 to 39.7. The annual adjustment will be prorated for term or partial term appointments.

39.4 For each fiscal year beginning April 1, 2025, each member shall be able to claim up to the amount stated in Article 39.3 above plus any unspent funds carried forward from the previous year. At no point shall the account contain more than the current year and prior year allocation.

39.5 Professional expenses include but are not limited to:

39.5.1 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;

39.5.2 registration fees and other expenses for meetings of scholarly societies, other professional organizations, workshops, seminars, and similar activities;

39.5.3 membership fees in scholarly societies and professional organizations;

39.5.4 books and subscriptions to scholarly journals;

39.5.5 equipment or instruments, including computers but excluding personal items such as apple watches;

39.5.6 non-salaried expenses directly associated with teaching responsibilities or current active research or professional programs excluding internet charges.

39.6 In accordance with University policy, all assets paid for, in any part, by the Employer remain the property of the University. Such assets must be asset tagged or logged by the University at the time of purchase.

39.7 Members access this allocation by submitting completed expense reimbursement claims, along with original receipts, to the Office of the Vice-President Academic and Provost, which will be responsible for determining eligibility of expenses in consultation with Financial Services.

39.7.1 Only one claim may be processed in each fiscal year and submitted by 31 March. Expenses claimed must be incurred (and receipts dated) in the fiscal year in which reimbursement is claimed.

39.7.2 The parties agree to abide by any ruling or regulation of the Canada Revenue Agency (CRA) made with respect to this article.

#### **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 \$1,100 per member.

40.2.1 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 Research, and one Chair/Director from each of the three (3) Faculties to be elected for two-year terms by all the members of the bargaining unit.

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

40.5 Effective April 1, 2024, this Article and Travel Fund Policy and Guidelines (Appendix "B") shall be eliminated.

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

41.1 MSVU Flexible Benefits Program is the mandatory flexible benefit plan for eligible employees, which became effective on 1 April 1999. The Plan provides basic Health and Dental coverage, basic Life Insurance, basic Accidental Death & Dismemberment (AD&D), Long Term Disability (LTD), and an Employee and Family Assistance Program (EFAP) in accordance with the terms and conditions of the plan.

41.1.1 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 MSVU Flexible Benefits Program.

41.2 The following members are eligible to join the MSVU Flexible Benefits Program:

41.2.1 Probationary and tenured/permanent members;

41.2.2 Members on a term appointment of at least nine (9) months' duration.

41.3 The Employer shall contribute \$2,147 on an annual basis toward the cost of each member's benefits under the MSVU Flexible Benefits Program. This contribution shall be pro-rated for eligible members who work less than full time. Effective 1 April 2025, the Employer's contribution shall be increased to \$2,247 per member per year. Effective 1 April 2026, the Employer's contribution shall be increased to \$2,347 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 Employer 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 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 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.

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, the 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 the academic administrator meets the requirements.

43.6 No member shall be displaced from the member's post or have 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**

### 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 Members shall not knowingly participate in any decision that directly and preferentially benefits them, a close relative, or any individual with whom there exists 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 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 and Provost 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 they, any close relative, or any individual with whom they have a significant financial relationship;

44.7.2 engage or contract with any close relative or individual with whom the member has a significant financial relationship in any capacity for which remuneration comes from University funds.

## 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, employees, equipment, or offices for activities unrelated to the member's 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 the right to grieve any alleged violation of the Collective Agreement that may arise in the Employer's application of the Tri-Agency Research Integrity Policy.

44.13 A member may grieve discipline or dismissal in matters of integrity in research and scholarship in accordance with the provisions of Article 36.4 and 36.12.

## **ARTICLE 45: PROVISIONS FOR MEMBERS APPOINTED UNDER RESEARCH PROGRAMS OR APPOINTED TO ENDOWED CHAIRS**

### 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 and Provost; two (2) Deans; the Associate Vice-President Research; four (4) members of faculty (at least one (1) from each Faculty) elected through the Senate nominations process; and one (1) member of faculty nominated by the Association but who is not a member of the 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 and Provost shall authorize the placement of an appropriate advertisement in relevant publications, including those addressed to Indigenous and to other equity-deserving

groups, and the University's website. The advertisement shall include reference to this Agreement and the University's Employment Equity Statement. In support of the University's EDIA efforts, all applicants shall be required to return the signed Self-Identification Questionnaire Form to the University Equity, Diversity, Inclusion and Accessibility Advisor. Language indicating this requirement shall be included in the advertisement.

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 (1) name if there is only one (1) candidate judged to be of sufficiently high calibre.

45.2.5 The Vice-President Academic and Provost, 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 and Provost.

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 candidate(s). At this stage, the candidates shall be interviewed by the department(s) to which the CRCSC determines the candidate could be appointed, and by the CRCSC. In addition, each interviewed candidate shall give a public presentation to the University community at which faculty members 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 the CRCSC, shall make a written recommendation regarding appointment to the Vice-President Academic and Provost. 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 and Provost, 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 (URC). 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 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 the member's 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 23.7;

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

45.6.1 Of the five categories for assessment listed in Article 20.22, scholarly and/or professional activity shall be given greater weight by the DRC, the Dean, and 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 30 June 2003 shall receive a supplement, which shall not form part of the Canada Research Chair member's 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 the Canada Research Chair member's appointment as a Canada Research 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.



### 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 an 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 thirty-six (36) months, renewable for an additional twenty-four (24) months.

45.11 The holder of an 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 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 23.7;

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 (5) categories for assessment listed in Article 20.22, 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 an NSERC UFA recipient shall be calculated in accordance with the provisions of Article 38.

45.15 Immediately upon conclusion of the member's appointment as an NSERC UFA recipient, the 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.

#### 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 (3) members of faculty (at least two (2) of whom are from the Faculty/department in which the Endowed Chair resides and are elected through the Senate nominations process and one (1) who is nominated by the 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 and Provost, appropriate advertisements shall be placed relevant publications, including those addressed to Indigenous and to other equity-deserving groups, and the University's website. The advertisement shall include reference to this Agreement and the University's Employment Equity Statement. In support of the University's EDIA efforts, all applicants shall be required to return the signed Self-Identification Questionnaire Form to the University Equity, Diversity, Inclusion and Accessibility Advisor. Language indicating this requirement shall be included in the advertisement.

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 and Provost, 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 reappointment, tenure, and promotion shall be in accordance with Article 20, except as specified below:

45.21.1 Of the five (5) categories for assessment listed in Article 20.22, scholarly and/or professional activity shall be given greater weight by the DRC, the Dean, and the URC 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 the member's 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 the member's intent to retire.

46.3 The notice specified in Article 46.2 shall be given to the President, with a copy to the Vice-President Academic and Provost, the member's Dean/University Librarian, and the Office of the Association President. 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.

46.5 A member who has given notice of the intention to retire may attend a group financial counselling session provided by the employer.

46.6 A member who is eligible for the retirement incentives programs shall apply in accordance with Article 47.

## **ARTICLE 47: RETIREMENT INCENTIVE PROGRAMS**

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 Eligibility:

47.2.1 The provisions of the retirement incentive programs set out in Articles 47.6 to 47.17 shall be open to faculty and librarian members. Each member may participate in only one of the three retirement incentive programs.

47.2.2 The provisions of the retirement incentive program set out in Articles 47.18 to 47.19 shall be open to lab instructor members only.

47.3 Once 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 Article 47.5.4.

47.4 Members eligible for retirement incentive programs may each attend an individual financial counselling session provided by the Employer.

47.5 Members taking any of these incentive programs will receive the following university privileges upon retirement, where applicable:

47.5.1 Access to library privileges and MSVU e-mail account;

47.5.2 Access to shared office space, subject to availability;

47.5.3 Eligibility for internal research funding until the member's 65<sup>th</sup> birthday 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;

47.5.4 Part-time teaching contracts with eligibility and issuance in accordance with the Collective Agreement between Mount Saint Vincent University and the Canadian Union of Public Employees (CUPE) Local 3912.

### Retirement Incentive Program – Retirement Age 58 Until the Member's 65<sup>th</sup> Birthday Plus 20 Years of Service

47.6 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 but who has not yet reached 65 years of age on the retirement date, is eligible for this program.

47.7 Faculty or Librarian members taking this retirement incentive program shall receive the following benefits:

<b>Retirement Age</b>	<b>Incentive Per Annum Pro-rated Until the Member's 65<sup>th</sup> birthday</b>	<b>Maximum Retirement Incentive</b>	<b>Benefits Contribution until the member's 67<sup>th</sup> birthday</b>
58 to 63	30% of pre-retirement salary	1.5 times pre-retirement salary	30% of amount per Article 41.3 on retirement date
64	50% of pre-retirement salary	1.0 times pre-retirement salary	50% of amount per Article 41.3 on retirement date

47.7.1 The member must select one of the following payment options to take effect on the retirement date:

- 47.7.2.1 A lump sum in the year of retirement, or
- 47.7.2.2 An annual lump sum pro-rated equally until the member's 65<sup>th</sup> birthday, or
- 47.7.2.3 An annual lump sum pro-rated equally for up to 3 years, or
- 47.7.2.4 Monthly payments pro-rated equally until the member's 65<sup>th</sup> birthday, or
- 47.7.2.5 Monthly payments pro-rated equally for up to 3 years.

47.7.2 An annual Employer contribution until the member's 65<sup>th</sup> birthday will be made toward the cost of each eligible member's benefits under the MSVU Flexible Benefits Program, pro-rated, as indicated in Article 47.7.1;

47.7.3 An annual Employer contribution from age 65 until the member's 67<sup>th</sup> birthday, pro-rated, as indicated in Article 47.7.1, will be made to a health spending account for the member to apply towards medical expenses in accordance with Canada Revenue Agency regulations.

Retirement Incentive Program – Retirement Age 66 until the member's 69<sup>th</sup> birthday Plus 15 Years of Service

47.8 A full-time faculty or librarian member of the bargaining unit with tenure or permanence who has reached age 66 and who has fifteen years of service at the University but who has not yet reached age 69 on the retirement date is eligible for this program.

47.9 The Employer shall provide an amount to the member on the date of retirement, equal to a sum of dollars times years of service, to a maximum of 30 years of service, to be deposited to an RSP or as a lump sum payment at the option of the member.

At age 66	\$1,000 x years of service
67	\$ 750 x years of service
68	\$ 500 x years of service

#### Phased-In Retirement Incentive Program

47.10 A full-time faculty or librarian member of the bargaining unit with tenure or permanence who has reached age 60 and who has not yet reached age 68 on the retirement date is eligible for the phased-in retirement incentive program for a period of up to three years or until the member's 68<sup>th</sup> birthday, whichever is the shorter.

47.11 At the end of the phased-in period, the member shall retire.

47.12 The member shall sign an agreement that includes the agreed-upon workload and responsibilities for each year of the member's phased-in retirement incentive program.

47.12.1 The workload of the member on the phased-in retirement incentive program shall be less than 100% and normally 80%, 60%, or 40% per academic year, and shall not increase year over year after the first year. Members in phased-in retirement are expected to engage in pro-rated rank-appropriate levels of scholarly and/or professional activity and service.

47.13 The teaching workload of the member on the phased-in retirement incentive program shall be based on the workload percentage per 47.12.1 times 2.5 units per academic year. The assignment of the teaching workload shall be determined as per Articles 23.3 and 23.4.

47.14 The reference salary shall be pro-rated to the agreed-upon workload percentage in 47.12.1 plus 5%.

47.15 Employer contributions to the MSVU Flexible Benefits Program will be pro-rated to match the proration of the reference salary for the agreed-upon phased-in retirement period.

47.16 Employer contributions to the member's pension will be pro-rated to match the proration of the reference salary for the agreed-upon phased-in retirement period; the member shall have the option of making additional voluntary contributions in order to maintain pension contributions at the reference salary level.

47.17 Upon the member's request, the Chair and Dean may approve retirement before the end of the phased-in retirement period.

#### Lab Instructor Retirement Incentive Program

47.18 A lab instructor member of the bargaining unit with permanence who has reached age 63 and who has fifteen years of service at the University and has not reached the age of 65 on the retirement date is eligible for this program.

47.19 The Employer shall provide an amount to the member on the date of retirement, in accordance with the table below, to be deposited to an RSP or as a lump sum payment at the option of the member.

<b>Retirement Age</b>	<b>A Base Incentive Calculation</b>	<b>B Multiplier</b>	<b>Lump sum Retirement Incentive</b>	<b>Lump sum Benefits Contribution</b>
63	Pre-retirement salary less salary at Step 2 of lab instructor I times 60%	3	A x B	\$500 x B
64	Pre-retirement salary less salary at Step 2 of lab instructor I times 60%	2	A x B	\$500 x B

#### Application Process for Retirement Incentive Programs

47.20 Retirement shall normally commence 1 July; the President may accept an alternative date of retirement.

47.21 By 1 February of the year preceding the date the member wishes to retire or begin phased-in retirement, the member shall provide written notice of the member's intent to retire to the Dean, with a copy to the Chair/Director. The notice shall indicate the proposed date of retirement and identify the retirement incentive program applicable. In the case of librarian members, written notice of intent to retire or begin phased-in retirement shall be provided directly to the Vice-President Academic and Provost with a copy to the University Librarian.

47.22 The Dean shall consult with the Chair/Director regarding the department's ability to meet its academic requirements in the event of the member's retirement or phased-in retirement, if applicable. By 15 March, the Dean shall provide the Vice-President Academic and Provost with a recommendation regarding the member's request, with copies to the Chair/Director and the member. In the case of librarian members, the Vice-President Academic and Provost shall consult with the University Librarian, and shall copy the recommendation to the President, the member, and the University Librarian by 1 May.

47.23 The Vice-President Academic and Provost shall provide the President with a recommendation regarding the member's retirement by 1 May.

47.24 The President shall advise the member in writing of the decision by 1 June, with copies to the President of the Faculty Association and the Vice-President Academic and Provost.

47.25 In cases where the member's retirement would adversely affect the 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.

47.26 The faculty or librarian member is expected to take any six-month or one-year sabbatical leave for which the member is eligible before commencing retirement or phased-in retirement. There shall be no compensation for unused years accumulated toward sabbatical leave.

47.27 In cases where there is significant change in the member's personal or financial circumstances, a member who has elected to retire or enter phased-in retirement 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 or start of phased-in retirement, if applicable.

#### **ARTICLE 48: LABORATORY INSTRUCTOR MEMBERS**

48.1 The principal responsibility of lab instructor members is to support the work of their departments through laboratory instruction and related duties as specified in this Article 48 and Article 50.

48.2 Lab instructor members shall have all the rights of the current Collective Agreement excepting Articles 29.1, 29.7.7, 30, 31, and 32.

##### Appointment

48.3 Appointment of lab instructor members shall be to the rank of Lab Instructor I or II:

48.3.1 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.

48.3.2 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 of four (4) years of relevant professional experience as a lab instructor and a demonstrated capacity to apply related academic expertise.

48.3.3 Where development and sharing of Indigenous knowledge and languages, engagement with culturally appropriate research and publication venues, community and/or public service, and lived experiences related to Indigenous knowledge are considered in determining appointment rank, the University's resource persons on Indigenous affairs and/or on Equity, Diversity, Inclusion, and Accessibility may be consulted by the Department Appointments Committee for Lab Instructors (DACLI) or the Office of the Vice-President Academic and Provost on the appropriate weighting of these factors toward rank.

48.3.4 Where development and sharing of diverse forms of knowledge and languages, engagement with culturally appropriate research and publication venues, community and/or public service, and lived experiences related to diverse forms of knowledge are considered in determining appointment rank, and where candidates who self-identify in application materials as being a member of one or more of the following groups: women, persons of any sexual orientations and gender identities and/or expressions, African Canadians, other racialized groups, persons with disabilities and other groups, the University's resource person on Equity, Diversity, Inclusion and Accessibility may be consulted by the Department Appointments Committee for Lab Instructors (DACLI) or the Office of the Vice-President Academic and Provost on the appropriate weighting of these factors toward rank.



48.4 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.

48.4.1 All appointments with permanence carry with them the need for departmental recommendation and consideration of categories contained in Article 49.24.

48.5 Partial-time appointments carry with them a proration of all matters pertaining to contractual considerations, as defined in Article 49.24 .

48.6 Initial probationary appointments shall normally be for a period of three (3) years and shall terminate on 30 June.

48.7 Appointments with term for lab instructor members shall be made for the following purposes only:

48.7.1 to replace a lab instructor member on leave or secondment;

48.7.2 to staff a lab instructor position funded by a research grant or government program;

48.7.3 to staff a lab instructor position in response to an emergency arising from the sudden death, illness, or resignation of a lab instructor member;

48.7.4 to meet a need arising from an increase in workload or an anticipated enrolment increase;

48.7.5 to staff a lab instructor position in the event of an inconclusive search to fill a probationary position;

48.7.6 to retain a lab instructor member following a decision not to grant permanence (to a maximum of twelve (12) months);

48.7.7 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.

48.8 A lab instructor member who serves in term positions 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 49.

48.9 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:

48.9.1 dates of commencement and termination;

48.9.2 rank;

48.9.3 salary;

48.9.4 type (i.e. term, probationary, or permanent);

- 48.9.5 when applicable, the condition supporting an appointment with term;
- 48.9.6 nature (i.e. full-time or partial-time);
- 48.9.7 description of position responsibilities;
- 48.9.8 any special conditions, including recognition of years of university experience or academic and/or professional credentials required for reappointment or permanence and promotion.
- 48.9.9 nothing in any employment agreement shall violate the provisions of this Agreement.
- 48.10 Letters of Appointment shall include a link to an electronic copy of this Agreement and a link to electronic copies of published documents describing group insurance and pension plans currently in effect.
- 48.11 When a lab instructor position in the bargaining unit is available, the following shall occur:
- 48.11.1 A Department Appointments Committee for Lab Instructors (DACLI) shall be formed consisting of the chair and 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 designate shall be the Chair of the DACLI.
- 48.11.1.1 If a member of the DACLI becomes ineligible to serve on the committee, the member 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.
- 48.11.2 Appointments of lab instructor members shall be done in accordance with Article 3.
- 48.11.2.1 An annual online Fair Hiring Workshop for Deans and members of DACLI shall be offered through the Office of the Vice-President Academic and Provost, in collaboration with the Faculty Association members of the Joint Committee, and in accordance with the recommendations of the University Employment Equity Policy ,and in consultation with the University's resource persons on Indigenous affairs and on Equity, Diversity, Inclusion, and Accessibility.
- 48.11.2.2 All members who serve on the Department Appointments Committee for Lab Instructors (DACLI) shall be required to participate in equity, diversity, inclusion and accessibility (EDIA) training organized by the Office of the Vice-President Academic and Provost in consultation with the University's resource persons on Indigenous Affairs and on Equity, Diversity, Inclusion, and Accessibility (EDIA) and the Association members of the Joint Committee for Administration of the Collective Agreement before commencing their work and at least once over the life of the Agreement

48.11.3 The Department Chair, in accordance with the recommendations of the department and the DACLI, shall provide the Dean with a draft advertisement specifying the qualifications, areas of competence, and responsibilities required of the position.

48.11.4 The Vice-President Academic and Provost shall authorize the placement of the final advertisement in relevant publications, including those addressed to Indigenous and to other equity-deserving groups, and the University's website. The final advertisement shall include reference to this Agreement and the University's Employment Equity Statement. In support of the University's EDIA efforts, all applicants shall be required to return the signed Self-Identification Questionnaire Form to the University Equity, Diversity, Inclusion and Accessibility Advisor. Language indicating this requirement shall be included in the advertisement. 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.

48.11.5 The DACLI shall forward a short list of up to three (3) 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. If a lab instructor member holding an appointment with term possesses the qualifications and specific areas of competence identified in the advertisement, the lab instructor shall be placed on the short list and be interviewed for the appointment.

48.11.6 Normally, the three (3) top candidates from the short list may take part in the next stage of the selection process; the Vice-President, Academic and Provost may authorize additional candidates upon the request of the DACLI.

48.11.7 The selection process may include meetings with a member of the Faculty Association Executive, the Associate Vice-President Research, the University's resource persons on Indigenous affairs and/or on Equity, Diversity, Inclusion, and Accessibility, and other 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.

48.11.8 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:

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

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

48.11.9 The evaluation and ranking of candidates shall be consistent with the criteria listed in the position advertisement as described in Article 48.11.3.

48.11.10 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 recommendation shall reflect discussion by the department and bear the signature of all members DACLI members. This recommendation shall be supported by reasoned advice regarding type of appointment, rank, salary grid step placement in accordance with Article 38.3, previous years of service and any special conditions of employment that may apply, and shall provide confirmation that the procedures laid down in Article 48.11.8 were followed.

48.11.11 The Dean shall forward the DACLI's recommendation along with the Dean's full, reasoned, written recommendation to the Vice-President Academic and Provost, copied to the Chair of DACLI. Where the recommendation of the Dean differs significantly from that of the DACLI, the Vice-President Academic and Provost shall meet with the Dean and the DACLI Chair to attempt to resolve the matter.

48.11.12 On the advice of the Vice-President Academic and Provost, 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.

48.11.13 Notwithstanding the procedures outlined in Articles 48.11.3 through 48.11.9, when a lab instructor holding a term appointment is being considered for a further term appointment pursuant to Article 48.8 above, the chair, having consulted with the department regarding the member's performance of the member's duties, may make a written recommendation to the Dean that the member be appointed upon approval of the vacancy by the Vice-President Academic and Provost.

#### Cross-Appointments

48.12 Where academic circumstances warrant, cross-appointments may be made.

#### **ARTICLE 49: REAPPOINTMENT, PERMANENCE, AND PROMOTION (LAB INSTRUCTOR MEMBERS)**

49.1 The following clauses apply to all probationary and permanent lab instructor members with continuing appointments.

49.2 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).

49.2.1 Reappointment and permanence and promotion shall take place in accordance with this Article 49 and Articles 3 and 44. An online asynchronous reappointment, tenure/permanence, and promotion (RTPP) workshop for candidates, members of review committees, members on the DRCLI list, and Deans/University Librarian shall be offered through

the Office of the Vice-President Academic and Provost in collaboration with the Faculty Association members of the Joint Committee and in consultation with the University's resource persons on Indigenous Affairs and on Equity, Diversity, Inclusion, and accessibility (EDIA).

49.2.2 All members who serve on the DRCLI shall be required to participate in equity, diversity, inclusion and accessibility (EDIA) training organized by the Office of the Vice-President Academic and Provost in consultation with the University's resource persons on Indigenous Affairs and on Equity, Diversity, Inclusion and Accessibility (EDIA) and the Association members of the Joint Committee for the Administration of the Collective Agreement before commencing their work and at least once over the life of the Agreement.

49.3 The responsibility for preparing an application file rests with the candidate. The application file 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 from the DRCLI, the Dean, and the URCLI in these evaluation procedures.

49.3.1 The application file shall consist of a letter of application, outlining how the file demonstrates that the relevant criteria in each category of evaluation as outlined in Article 49.24 have been met, an up-to-date curriculum vitae following the suggested format, and a teaching dossier per Article 49.27.4.

49.3.1.1 The Office of the Vice-President Academic and Provost shall make available to the candidate and all reviewers involved in assessing the file: the candidate's application file, reviewers' written reports, and the candidate's responses. Access shall be for the duration of the candidate's current application process."

#### Department Review Committee for Lab Instructors

49.4 When a lab instructor member makes an application for reappointment or permanence and promotion, the following shall occur:

49.4.1 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 designate shall be the Chair of the DRCLI.

49.4.2 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.

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

49.5 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 application file, with copies to the DRCLI Chair and the Dean.

#### Dean's Review

49.6 The candidate's Dean shall review the candidate's application file and review 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 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 when there are reasonable grounds for doing so. In cases where the Dean considers the DRCLI's letter of recommendation insufficiently explicit, the Dean 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.

49.7 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

49.8 The URCLI (University Review Committee for Lab Instructors) shall consist of two (2) tenured/permanent members and the Vice-President Academic and Provost 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:

49.8.1 All members of the URCLI shall be elected by members of the bargaining unit under the authority of the Senate Nomination Committee according to that committee's election procedures in effect at the time of the ratification of this Agreement;

49.8.2 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;

49.8.3 The term of all members of the URCLI shall be three years;

49.8.4 Members of the URCLI and the UAC list shall not serve on the Department Review Committee for Lab Instructors;

49.8.5 A lab instructor member of the URCLI who applies for promotion while serving on the committee shall resign from the URCLI. The member shall give notice of such resignation to the Chair of the Senate Nominations Committee by 1 May in the year the member intends to apply for promotion, and that resignation shall be effective no later than 1 September of that year;

49.8.6 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 Articles 49.8.1 through 49.8.3;

49.8.7 If, 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 deliberate on the case or cases until the member returns or is replaced by election as outlined in Articles 49.8.1 through 49.8.3.

49.9 The URCLI may invite a candidate to appear at a meeting for clarification of the candidate's application file. 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. If the candidate appears before the committee, the Chair of the URCLI shall so advise the Chair of the DRCLI and the candidate's Dean. The Chair of the URCLI shall invite them to appear before the URCLI 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.

49.10 The URCLI shall consider the candidate's application file 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

49.11 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:

49.11.1 to confirm, without qualification, the recommendation of the URCLI; or

49.11.2 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).

49.12 If the President confirms the recommendation of the URCLI, the President shall communicate the President's decision in writing to the candidate, with copies to the URCLI, the Vice-President Academic and Provost, 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.

49.13 If the President directs the case to be considered by a UAC pursuant to Article 49.11.2, the President 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 Office of the Association President.

49.13.1 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 49.15. The candidate shall enumerate these grounds in writing to the UAC within ten (10) working days of receiving notice of the President's decision.

49.14 If the President confirms a negative recommendation of the URCLI pursuant to Article 49.11.1 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 the intention to appeal.

49.14.1 If 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 49.15 in the notice of appeal.

49.14.2 Giving notice of appeal does not preclude the right to grieve the President's decision on reappointment or permanence and promotion in accordance with the provisions of Articles 36.4 and 36.12.

### Appeals

49.15 The grounds on which a candidate may appeal the outcome of the President's Review under 49.11 shall be limited to:

49.15.1 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, and the URCLI's recommendations, and/or the President's review.

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

49.15.2.1 Candidates may appeal only on the basis of substantive grounds in cases when:

49.15.2.1.1 the URCLI's decision has the effect of terminating employment, or



49.15.2.1.2 the URCLI's decision conflicts with the recommendations of the DRCLI and/or the Dean.

49.15.3 Allegations that academic freedom as defined in Article 2 has been violated.

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

#### University Appeals Committee

49.16 When the President has received notice of appeal, the President shall notify the Alternate Dean. The Alternate Dean shall, within thirty (30) calendar days, ensure the constitution of the UAC under the terms of Article 49.17.3.

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

49.17.1 The Joint Committee shall establish and maintain a UAC list of not fewer than nine (9) tenured or permanent members at the rank of Associate Professor, Professor, Librarian III, Librarian IV, or Lab Instructor II. The UAC list shall be confirmed and reviewed by 15 February every three years;

49.17.2 Members on the UAC list shall not serve on the URC, URCL, or URCLI and members on a constituted UAC shall not have served on the DRCLI that assessed the application file being referred to the UAC;

49.17.3 The UAC shall consist of a three-person panel selected from the UAC list: one member selected by the candidate; one member selected by the URCLI (without the participation of its chair); and one member selected 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;

49.17.4 A member on the UAC list who applies for promotion, shall be removed from the UAC list;

49.17.5 If the number of members of the UAC list falls below nine, the Joint Committee shall add members until the minimum number is reached.

49.18 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.

49.19 The following provisions shall govern the operation of the UAC:

49.19.1 The UAC may decide by unanimous vote that no hearing is needed because the grounds advanced by the candidate under the provisions of Article 49.15 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;

49.19.2 If 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 and Provost, the Chair of the DRCLI, the candidate's Dean, and the Office of the Association President, and it must start a hearing within twenty (20) working days;

49.19.3 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;

49.19.4 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 49.19.5, and to answer any questions put by the UAC;

49.19.5 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;

49.19.6 The proceedings may be recorded. The recordings shall be solely for the purpose of helping the UAC prepare its report, and the chair shall ensure that they are destroyed subsequent to the preparation of that report;

49.19.7 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.

49.20 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.

49.21 If the UAC determines that the grounds for appeal have been substantiated, it shall reassess the candidate's application file 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.

49.22 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 and Provost, the Chair of the DRCLI, the candidate's Dean, and the Office of the Association President.

#### Criteria

49.23 Considerations in the assessment of candidates' application files include the principles of equity and fairness in matters of reappointment and permanence and promotion as set out in Article 3.

49.24 The five (5) categories by which a candidate for reappointment or permanence and promotion may be assessed are:

- 49.24.1 Academic and/or professional credentials as defined in Article 48.3;
- 49.24.2 Teaching performance and technical and administrative responsibilities;
- 49.24.3 Internal service;
- 49.24.4 Professional and research currency;
- 49.24.5 Any special conditions stated in the Employment Agreement.

49.25 The criteria for reappointment or permanence and promotion shall be continuing demonstrated competence in each of the five categories listed in Article 49.24.

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

49.26.1 The candidate shall include in the application file:

- 49.26.1.1 A letter of application documenting how the criteria for each of the categories listed in Article 49.24 have been met;
- 49.26.1.2 A current curriculum vitae.

49.27 The following evidence may be used in the assessment of teaching performance:

- 49.27.1 In-class review by peers;
- 49.27.2 Peer review of course and program content;
- 49.27.3 Results of Senate-approved student evaluations since the candidate's last review or five years, whichever is longer;
- 49.27.4 A concise teaching dossier, which may include:
  - a statement of the candidate's philosophy of teaching and learning
  - reflections on teaching and evaluations
  - future teaching goals
  - a sample of course outlines and instructional materials
  - a list of contributions to curriculum development and review
  - a list of teaching awards/honours, if applicable
  - comments 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

49.27.5 A candidate for reappointment, permanence or promotion may include written comments about in-class or program topics from Indigenous organizations and/or community representatives, Indigenous Elders, and/or Knowledge Holders/Carriers/Keepers about the candidate's teaching.

49.27.6 Results of candidate-designed student feedback surveys or other forms of student feedback in each of the Agreement years since the candidate's last review or for a period of five (5) such years, whichever is longer.

49.27.7 Professional and research currency may be assessed by considering the candidate's participation in activities which include, but are not limited to the items below. This assessment shall, when applicable, include consideration of participation in Indigenous methods and protocols for professional and research currency :

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

#### Reappointment

49.28 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.

49.28.1 In accordance with Articles 29.2.8, 29.2.22, 29.4.6, 29.5.7, 29.7.3, and 29.8.10, 29.9.11, 29.10.6, a lab instructor 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 and Provost. Applications for such deferrals shall not unreasonably be denied.

#### Permanence

49.29 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.

49.29.1 In accordance with Articles 29.2.8, 29.2.22, 29.4.6, 29.5.7, 29.7.3, 29.8.10, 29.9.11, and 29.10.6 a lab instructor member may elect to defer contractual decisions on permanence and promotion by one year. Subsequent deferrals may be granted with the approval of the Vice-

President Academic and Provost. Applications for such deferrals shall not unreasonably be denied.

49.30 A lab instructor may be eligible to apply for permanence before the fifth year of probationary service at the University only if the lab instructor's employment agreement recognizes previous academic service as per Article 48.9.8.

### **Timetable**

49.31 The timetable listed below shall be used for all applications for reappointment or permanence and promotion made by lab instructor members:

49.31.1 1 MAY: the Office of the Vice-President Academic and Provost notifies the candidate, copying the Chair/Director (who will ensure a DRCLI is struck), and the Dean, 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 and Provost;

49.31.2 15 SEPTEMBER: candidate submits the application file to the Office of the Vice-President Academic and Provost ;

49.31.3 15 OCTOBER: the Chair of the DRCLI forwards the DRCLI's written recommendation to the Chair of the URCLI for inclusion in the application file; copies to the candidate and the Dean;

49.31.4 22 OCTOBER: any written response from the candidate to the DRCLI recommendation must be received by the Chair of the URCLI for inclusion in the application file; copies to the Dean and the Chair of the DRCLI;

49.31.5 7 DECEMBER: the Dean's written recommendation is forwarded to the Chair of the URCLI for inclusion in the application file; copies to the candidate and the Chair of the DRCLI;

49.31.6 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 application file; copies to the Dean and the Chair of the DRCLI;

49.31.7 8 FEBRUARY: the URCLI shall forward its written recommendation to the candidate, the President, the Dean, and the Chair of the DRCLI;

49.31.8 22 FEBRUARY: the President shall provide the candidate with the President's written decision, pursuant to Article 49.11, to take one of the following actions (copies to the URCLI, Office of the Vice-President Academic and Provost, Dean, Chair of the DRCLI, and Office of the Association President):

49.31.8.1 to transmit confirmation of the URCLI recommendation to the Board of Governors; or

49.31.8.2 to send the matter to the UAC, pursuant to Article 49.11.2.

49.31.9 8 MARCH: where appropriate, the candidate shall provide written notice to send the matter to the UAC, pursuant to Article 49.14.

## **ARTICLE 50: WORKLOAD FOR LAB INSTRUCTOR MEMBERS**

50.1 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.

50.1.1 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.

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

50.2 The normal full-time teaching workload for a lab instructor member shall be eighteen (18) contact hours per week six (6) three-hour lab periods or the equivalent per week) in each of the fall and winter terms. During the first year of a full-time probationary appointment, a lab instructor member's teaching workload will be five (5) three-hour periods or the equivalent per week in each of the fall and winter terms; members receiving this reduction shall not be eligible to teach an overload. This amount shall be decreased proportionately as other academic, administrative, or technical duties over and above the normal academic, administrative, and technical requirements of workload are assigned.

50.2.1 The normal teaching load of lab instructor members holding partial appointments shall be a pro-rated share of the normal teaching workload in 50.2;

50.2.2 By agreement of the lab instructor, the lab instructor's 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;

50.2.3 By agreement of the lab instructor member, the lab instructor's Chair and Dean, a lab instructor member may teach the equivalent of one half-unit course per term as overload.

50.3 Teaching assignments shall normally be scheduled during the fall and winter terms, Monday through Friday, between 8:00 and 17:00 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 TLC unless such duties are a condition of the lab instructor's employment as described in the Letter of Appointment.

50.4 By 15 February 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 3, shall take into consideration the following factors:

50.4.1 The scheduling of teaching times and avoiding scheduling conflicts with Association and Department meetings;

50.4.2 The size of laboratory classes;

50.4.3 The location of the teaching activities;

50.4.4 The number of lab preparations for different courses;

50.4.4.1 A lab instructor will normally prepare no more than three (3) distinct laboratory preparations (i.e., three distinct course numbers) in any one term. Assignment of additional distinct preparations shall result in a reduced workload.

50.4.5 The preparation time required for labs offered by a member for the first time, including consideration of the member's area of expertise;

50.4.6 Type of course;

50.4.7 The extent to which the lab requires technology-enabled delivery modes;

50.4.8 The availability or otherwise of teaching support (e.g., lab technician, stockroom technician, markers, student assistants);

50.4.9 The fulfillment of program curricular requirements;

50.4.10 Administrative and supervisory responsibilities that the University assigned with the approval of the Dean.

50.5 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 (1) full unit during the fall/winter terms, nor shall the member teach more than one (1) full unit during the summer. Members teaching an overload under the provisions of this article shall receive compensation in accordance with the provisions of Article 38.15.

50.5.1 When a member agrees to assume an overload in the event of a colleague's absence, pursuant to Articles 29.2.5, 29.2.21, 29.3.2, 29.4.3, 29.5.5, 29.6a.1, 29.6b.1, 29.9.9, and 29.10 such an overload shall not be deemed to contravene the provisions of 50.5.

50.6 The specific components of a lab instructor member's workload shall include a combination of teaching, technical, and administrative responsibilities:

50.6.1 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, and 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.

50.6.2 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 and 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.

50.6.3 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.

50.6.4 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.

50.7 Each lab instructor member shall submit an annual report on the lab instructor member's workload activities during the period of 1 July – 30 June. The report shall reference annual workload as described in 50.1 and 50.4. The report shall be no more than two (2) 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 the lab instructor a signed copy of the Dean's report, copied to the lab instructor's 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, the lab instructor may request them. A member may provide a response to the Dean's comments.

50.8 While the parties agree that lab instructors have primary responsibilities as described in 50.1, 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 50.8:

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

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

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

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

50.8.5 shall not interfere with scheduled teaching assignments.

#### ARTICLE 51: TRANSITION TO THE AGREEMENT

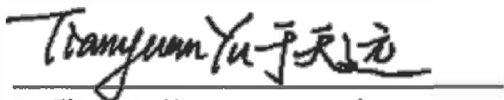
51.1 Except as otherwise specified in the Article or below, all provisions of this Collective Agreement come into effect upon signing of the Agreement.

51.2 The provisions of Articles 20, 21, and 49 shall apply to new applications for reappointment, tenure/permanence and/or promotion commencing in 2024-2025.

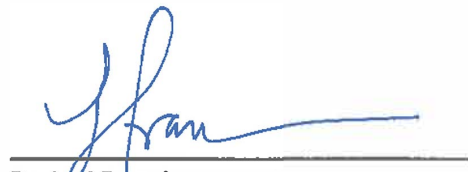
51.3 The provisions of Article 47 shall apply to applications made after February 1, 2024.

51.4 The only provisions of the Agreement which are made retroactive are salary (Article 38), which is retroactive to 1 July 2023.

In witness whereof on this 29 day of November 2024, the Parties hereto have attested to ratification by their respective constituencies and have signed this agreement by their respective duly authorized officers and representatives.



Dr. Tianyuan Yu  
For Mount Saint Vincent University  
Faculty Association



Dr. Lori Francis  
For Mount Saint Vincent University  
Board of Governors



Dr. Geneviève Boulet  
For Mount Saint Vincent University  
Faculty Association



Isabelle Nault  
For 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;

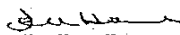
AND the Application having been contested by the Respondent, but no Hearing held;

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



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: 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 for application
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) or laboratory instructors participating as per 49.26.5.

1.2 Second priority - being on an executive of a 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 member in this category in a fiscal year will be \$2,000.
4. Transportation support for the Congress of the Humanities and Social Sciences 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, including transportation, registration fees, accommodation, and meal allowances. (For the definition of transportation, see above under Category A.) The maximum support for a 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/professional conference or workshop in support of research, teaching, library, or laboratory 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. 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 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.



## 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, 3370, 3372, 3501, 3502
Chemistry (CHEM)	1005, 1011, 1012, 2101, 2201, 2301, 2302, 2401, 2402, 3101, 3102, 3401, 3402, 3501, 3502
Mathematics (MATH)	2208, 2209
Physics (PHYS)	1101, 1102, 2301
Psychology (PSYC)	2209, 3312
Business Administration, Tourism and Hospitality Management (THMT)	1116, 2216, 3316, 4411

**SCHEDULE 1F: FACULTY MEMBER SALARY SCALE (1 JULY 2023)**

Increment: \$3,219

Grid Step	Lecturer	Assistant	Associate	Professor
1	72,074	81,651	104,124	131,253
2	75,293	84,870	107,343	134,472
3	78,512	88,089	110,562	137,691
4		91,308	113,781	140,910
5		94,527	117,000	144,129
6		97,746	120,219	147,348
7		100,965	123,438	150,567
8		104,184	126,657	153,786
9		107,403	129,876	157,005
10			133,095	160,224

**SCHEDULE 2F: FACULTY MEMBER SALARY SCALE (1 JULY 2024)**

Increment: \$3,316

Grid Step	Lecturer	Assistant	Associate	Professor
1	74,236	84,101	107,248	135,191
2	77,552	87,417	110,564	138,507
3	80,868	90,733	113,880	141,823
4		94,049	117,196	145,139
5		97,365	120,512	148,455
6		100,681	123,828	151,771
7		103,997	127,144	155,087
8		107,313	130,460	158,403
9		110,629	133,776	161,719
10			137,092	165,035

**SCHEDULE 3F: FACULTY MEMBER SALARY SCALE (1 JULY 2025)**

Increment: \$3,415

Grid Step	Lecturer	Assistant	Associate	Professor
1	76,463	86,624	110,465	139,247
2	79,878	90,039	113,880	142,662
3	83,293	93,454	117,295	146,077
4		96,869	120,710	149,492
5		100,284	124,125	152,907
6		103,699	127,540	156,322
7		107,114	130,955	159,737
8		110,529	134,370	163,152
9		113,944	137,785	166,567
10			141,200	169,982

**SCHEDULE 1L: LIBRARIAN MEMBER SALARY SCALE (1 JULY 2023)**

Increment: \$2,768

Grid Step	Librarian I	Librarian II	Librarian III	Librarian IV
1	63,944	72,390	91,508	114,841
2	66,712	75,158	94,276	117,609
3	69,480	77,926	97,044	120,377
4	72,248	80,694	99,812	123,145
5	75,016	83,462	102,580	125,913
6		86,230	105,348	128,681
7		88,998	108,116	131,449
8		91,766	110,884	134,217
9		94,534	113,652	136,985
10			116,420	139,753

**SCHEDULE 2L: LIBRARIAN MEMBER SALARY SCALE (1 JULY 2024)**

Increment: \$2,851

Grid Step	Librarian I	Librarian II	Librarian III	Librarian IV
1	65,862	74,562	94,253	118,286
2	68,713	77,413	97,104	121,137
3	71,564	80,264	99,955	123,988
4	74,415	83,115	102,806	126,839
5	77,266	85,966	105,657	129,690
6	80,117	88,817	108,508	132,541
7		91,668	111,359	135,392
8		94,519	114,210	138,243
9		97,370	117,061	141,094
10			119,912	143,945

**SCHEDULE 3L: LIBRARIAN MEMBER SALARY SCALE (1 JULY 2025)**

Increment: \$2,937

Grid Step	Librarian I	Librarian II	Librarian III	Librarian IV
1	67,838	76,799	97,081	121,835
2	70,775	79,736	100,018	124,772
3	73,712	82,673	102,955	127,709
4	76,649	85,610	105,892	130,646
5	79,586	88,547	108,829	133,583
6	82,523	91,484	111,766	136,520
7		94,421	114,703	139,457
8		97,358	117,640	142,394
9		100,295	120,577	145,331
10			123,514	148,268

**SCHEDULE 1LI: LAB INSTRUCTOR SALARY SCALE (1 JULY 2023)**

Increment: \$2,065

Grid Step	Lab Instructor I	Lab Instructor II
1	59,035	69,272
2	61,100	71,337
3	63,165	73,402
4	65,230	75,467
5	67,295	77,532
6	69,360	79,597
7	71,425	81,662
8		83,727
9		85,792

**SCHEDULE 2LI: LAB INSTRUCTOR SALARY SCALE (1 JULY 2024)**

Increment: \$2,127

Grid Step	Lab Instructor I	Lab Instructor II
1	60,806	71,350
2	62,933	73,477
3	65,060	75,604
4	67,187	77,731
5	69,314	79,858
6	71,441	81,985
7	73,568	84,112
8	75,695	86,239
9		88,366
10		90,493

**SCHEDULE 3LI: LAB INSTRUCTOR SALARY SCALE (1 JULY 2025)**

Increment: \$2,191

Grid Step	Lab Instructor I	Lab Instructor II
1	62,630	73,491
2	64,821	75,682
3	67,012	77,873
4	69,203	80,064
5	71,394	82,255
6	73,585	84,446
7	75,776	86,637
8	77,967	88,828
9		91,019
10		93,210