

Agreement Between

**SAINT MARY'S UNIVERSITY**

and

**SAINT MARY'S UNIVERSITY  
FACULTY UNION**

**September 1, 2006**

to

**August 31, 2009**



One University. One World. Yours.

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## **PARTIES TO THE AGREEMENT{ XE "PARTIES TO THE AGREEMENT" }**

This Agreement, hereinafter referred to as the “Agreement,” is entered into this **21<sup>st</sup> day of February, 2007**, by and between Saint Mary's University, a body corporate, incorporated under the laws of the Province of Nova Scotia, hereinafter referred to as the "Employer" and the Saint Mary's University Faculty Union, hereinafter referred to as the "Union".

## **GENERAL PURPOSE OF THE AGREEMENT{ XE "GENERAL PURPOSE OF THE AGREEMENT" }**

The purpose of the Agreement is to promote and maintain harmonious relations between the University and its faculty and professional librarians, to promote fairness and equity in the relationship between the parties and among all individuals concerned, and to provide an amicable method of settling differences or grievances which may arise from time to time between the parties. The parties mutually recognize that the purpose of the University, as defined in the Saint Mary's University Act, 1970, is to provide a facility for higher education through teaching, research and community service. Both parties acknowledge that the University serves both its own members and society by advancing learning and disseminating knowledge through teaching, research, scholarship, and other creative activities. Both parties agree to work co-operatively towards developing the quality and effectiveness of the education provided by the University, and to encourage a climate of freedom, responsibility and mutual respect in the pursuit of the University's goals, and to jointly pursue the above objectives.



- iii) "Faculty of Education".
  - iv) "Faculty of Science", which at present consists of the Division of Engineering; and the Departments of Astronomy and Physics, Biology, Chemistry, Geology, Mathematics and Computing Science, Psychology and the interdisciplinary program of Environmental Studies and Forensic Sciences.
  - v) "Library".
  - vi) "Faculty of Graduate Studies and Research", which at present consists of the graduate programs (in Arts) of Atlantic Canada Studies, Criminology, International Development Studies, History, Philosophy and Women's Studies; (in Commerce) of the Master of Business Administration, the Master of Finance, the Master of Management in Cooperatives and Credit Unions, and the PhD in Business Administration (Management); and (in Science) of Astronomy, Psychology, and Applied Science.
- (g) "Department Chairperson" or "Chairperson", and "Director of Division", designates the Chairperson of a Department and the Director of the Division of Engineering respectively, appointed in accordance with the provisions of Article 13.0 of the Agreement.
  - (h) "University Librarian" designates the Chief Librarian of the University Library.
  - (i) "Programme Coordinator" presently designates the coordinator of a program identified in 1.1(f) above.
  - (j) "Dean" designates the Dean of a Faculty. "Assistant" and "Associate Dean" designates the Assistant or Associate Dean of a Faculty.
  - (k) "Academic Vice-President" designates the Vice-President (Academic and Research) of Saint Mary's University.
  - (l) "President" designates the President of Saint Mary's University.
  - (m) "Academic Year" designates that period extending from Wednesday following Labour Day weekend in September to and including Convocation Day in May of the following year.
  - (n) Scholarship means the discovery, integration, interpretation and/or application of knowledge related to one's discipline. Scholarship must normally be public, susceptible to critical review and evaluation by one's peers, and accessible for exchange and use by other members of one's scholarly community. Evidence of scholarship, including the scholarship of teaching, includes the following:

- i) Publication by a recognized publisher in print or electronic form including: books, textbooks, case studies, monographs, contributions to edited books, articles in refereed journals, book reviews, and presentation of refereed papers at professional and scholarly meetings;
- ii) Recognition by one's peers including: participation as an editor or as a member of an editorial board of a journal or scholarly publication, and evaluating or refereeing the work of other scholars;
- iii) Intellectual and creative contributions to an academic discipline including: designing, developing and conducting major research projects; success in obtaining research and publication funding; conducting contract and/or applied research from which a report, study or text results; developing computer software; commissions to create work of academic or artistic value; and creative and artistic works, productions, and performances related to an academic discipline.
- iv) The scholarship of teaching consists of original and innovative thought and analysis related to pedagogy and/or learning that is disseminated publicly for peers to review, critically evaluate, and apply, or recognition by one's peers internally and externally that an individual is a leader, or possesses outstanding stature or expertise, in the scholarship of teaching. Good teaching does not constitute the scholarship of teaching.
- (o) "Academic Administrator" designates the President, Academic Vice-President, Deans and University Librarian.
- (p) "Day" means working day unless otherwise stated.

## 1.2

Throughout the Agreement, the masculine includes the feminine and the plural includes the singular, and vice versa, as the context may require.

## **ARTICLE 2.0 RECOGNITION{ XE "RECOGNITION" \B }**

The Employer recognizes the Union as the sole collective bargaining agent for the members within the bargaining unit as defined by LRB No. 2056 (Amended Section 22) dated the 25th day of April, 1974 and amended the 30th day of April, 1974, made by the Labour Relations Board (Nova Scotia), and as clarified by letter from the Labour Relations Board (Nova Scotia), dated the 30th day of April, 1974, save and except for all

those employees described in LRB No. 4370 dated June 14, 1996. This Agreement shall also apply to all members employed as regular full-time Professional Librarians, as outlined in LRB No.3496 dated the 7th of February, 1989.

**ARTICLE 3.0                    UNION SECURITY AND CHECK-OFF{  
XE "UNION SECURITY AND CHECK-  
OFF" \B }**

**3.1                    MEMBERSHIP{ XE "MEMBERSHIP" \I }**

No Faculty Member or Professional Librarian is required to join the Union as a condition of employment. However, each Employee, whether or not he/she is a member of the Union, shall pay the equivalent of union dues to the union.

**3.2                    CHECKOFF PAYMENTS{ XE "CHECKOFF PAYMENTS" \I  
}**

The University shall deduct any union dues or initiation fees from each Employee in accordance with the Union's Constitution and By-Laws.

**3.3                    DEDUCTIONS{ XE "DEDUCTIONS" \I }**

Deductions shall be made from each payroll and shall be forwarded to the Treasurer of the Union not later than the 15th day of the following month, accompanied by a list of names and ranks of Employees from whose salaries the deductions have been made.

**3.4                    DUES RECEIPTS{ XE "DUES RECEIPTS" }**

At the same time that Income Tax (T-4) slips are made available, the University shall supply to each Employee, without charge, a receipt in the name of the Union in the amount of Union dues paid by him/her in the previous calendar year.

**3.5**

The Union agrees and shall indemnify and save harmless the Employer from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of any Employee pursuant to 3.2 hereof.

## **ARTICLE 4.0**

# **EMPLOYER-UNION BARGAINING RELATIONS{ XE "EMPLOYER-UNION BARGAINING RELATIONS" \B }**

### **4.1 REPRESENTATION{ XE "REPRESENTATION" }**

- (a) The Employer shall not bargain with or enter into any agreement with a member or group of members of the bargaining unit other than those designated by the Union, provided, however, that so long as the salary floors of the Agreement are adhered to, the Employer may bargain with individual Faculty Members or Professional Librarians with respect to an upward adjustment of salary levels.
- (b) The Employer shall notify the Union and provide a rationale of any upward adjustments in a Faculty Member's or Professional Librarian's individual salary in excess of that provided in Article 16.0.
- (c) The Employer and a Faculty Member or Professional Librarian may negotiate an agreement, in consultation with the Department or the Library, for a voluntary separation or for a voluntary reduced workload on an on-going basis (see Schedule C). In such negotiations the Faculty Member or Professional Librarian shall be entitled to representation by a representative of the Union or an agent of their choice. The agreement between the Employer and the Faculty Member or Professional Librarian shall be set out in writing in advance and a copy shall be sent to the Union at least 10 days before the agreement is signed.

### **4.2 ACCESS TO CAMPUS{ XE "ACCESS TO CAMPUS" }**

Any duly designated representative or counsel of the Union shall have access to the University's premises to consult with Employees, Union officials or the Employer.

### **4.3 UNION OFFICE{ XE "UNION OFFICE" }**

The Employer will provide the Union with an office for the period of this Agreement, together with the necessary office equipment standard at the University, excluding a telephone.

### **4.4 UNION ACTIVITIES{ XE "UNION ACTIVITIES" }**

The Employer shall allow the Union to hold meetings and to sponsor educational functions such as lectures, seminars, and workshops for members of the Saint Mary's University community on the University premises subject to the administrative regulations in force from time to time with respect to the scheduling of meeting and lecture facilities.

#### **4.5 TECHNICAL INFORMATION{ XE "TECHNICAL INFORMATION" }**

The Employer shall make available to the Union, on request, the following information: salaries and ranks of employees, full budgets approved annually by the Board of Governors, annual financial statements of the University, and copies and contractual arrangements of pension and other benefit plans. It shall consider other requests for information. It is understood and agreed that information provided will be held in confidence.

#### **4.6**

Except to the extent and to the degree agreed upon by the Employer and Union, no work ordinarily performed or which could be performed by an Employee covered by this agreement shall be performed by another employee of the Employer or by a person who is not an employee of the Employer. This provision shall not exclude the appointment of part-time faculty in accordance with Article 10.1.21 nor the awarding of academic credit through articulation agreements or joint degree programs that have been approved by Senate, or transfer credits that are approved through procedures approved by Senate.

#### **4.7**

With respect to the percentage of credit courses taught by full-time vs part-time faculty:

- (a) In each academic year, the full teaching capacity of the authorized full-time faculty allotment including overloads as defined in 15.1.12(m) shall be greater than 70% of the total number of credit courses (FCEs) offered by the University.
  - i) Full teaching capacity shall be determined by summing the standard teaching loads assigned to each authorized faculty position, including overloads, as defined in Article 15.1.12, excluding any reduction(s) in a member's standard teaching load that has been granted for research or administrative purposes.
- (b) No later than February 1 the University shall provide the Union with a list of courses and lab sections taught, together with the names of instructors and the provision of Article 10 under which each instructor held an appointment.

#### **4.8**

In the event that the full teaching capacity of the authorized full time faculty allotment falls below the level required under 4.7(a), the University shall authorize an appointment or appointments under Article 10.1.23 sufficient to

restore the percentage to at least the required level, taking into account any additional positions that have been authorized under 10.1.10(a) and (b). In the allocation of the additional appointments the needs of those academic units whose full teaching capacity falls most below 70% shall be taken into account. The academic units receiving such appointments may proceed to fill those positions for the following academic year.

**ARTICLE 5.0                    EMPLOYER-UNION COMMITTEE{ XE  
  "EMPLOYER-UNION COMMITTEE"  
  \B }**

**5.1**

**5.1.10**

Without prejudice to the implementation or administration of the Agreement, an Employer-Union Committee shall be established to consider matters affecting the welfare of the University which arise from responsibilities of the Employer and Employees. The function of the Committee shall be to review complaints, suggestions or information placed before it by the Employer or Union and to make recommendations to the appropriate bodies or individuals concerning them.

**5.1.20**

The Employer-Union Committee shall not be a substitute for the process of grievance or arbitration and shall not consider matters concurrently under the grievance or arbitration procedures as defined in this Agreement.

**5.1.30**

The Committee shall consist of three (3) representatives of the Employer, one of whom shall be a Member of the Board of Governors of Saint Mary's University who is not a member ex-officio or through faculty or student appointment, and three (3) representatives of the Union who shall serve during the academic year. One member from the Union Representatives shall serve as Chair from July 1 to Dec 31 of each year and one member of the Employer Representatives shall serve as Chair from January 1 to June 30.

**5.1.40**

The Chairperson shall call a meeting when business arises or upon request from the Union or Employer. He/she shall be responsible for the agenda and minutes.

### **5.1.50**

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson and circulated to the members of the Committee and to the President and the President of the Union as soon as possible after adjournment.

## **5.2 OCCUPATIONAL HEALTH & SAFETY{ XE "OCCUPATIONAL HEALTH & SAFETY" }**

The parties agree that the health and safety of Employees is an important mutual concern. The parties agree that they shall cooperate in promoting the health and safety of Employees at the University and in effecting compliance with the Nova Scotia Occupational Health and Safety Act.

### **5.2.1**

The Employer and the Union recognize that acts or threats of physical violence in the workplace can be an occupational health and safety issue.

### **5.2.2 Refusal to Work{ XE "Refusal to Work" }**

Refusal to work is covered by the Nova Scotia Occupational Health and Safety Act (sections 43/44). Website: [gov.ns.ca/labr/ohs/](http://gov.ns.ca/labr/ohs/)

Employees wishing to refuse work must exhaust all avenues under the Occupational Health and Safety Act.

### **5.2.3 Access to Treatment{ XE "Access to Treatment" }**

Where an injury occurs at the workplace such injury should be reported immediately to University Security who will then contact emergency services. Costs for the provision of such services above those covered by Provincial Health Services, the University's extended health care, EAP, or other applicable insurance plans, will be covered by the Employer.

### **5.2.4 Access to psychological services and counselling{ XE "Access to psychological services and counselling" }**

The University's Employee Assistance Program is available for Employees who have been involved, directly or indirectly, or who may have witnessed a traumatic incident in the workplace.

**ARTICLE 6.0 NO STRIKES OR LOCK-OUTS{ XE "NO STRIKES OR LOCK-OUTS" \B }**

**6.1**

It is agreed that there shall be no strike, work stoppage, or lock-out, as defined by the Nova Scotia Trade Union Act, unless all the requirements, conditions and limitations specified in the said Act are adhered to.

**6.2**

In the event that any employees of Saint Mary's University, other than those covered by this Agreement, engage in a lawful strike or are locked-out, Employees covered by this Agreement shall not be required to perform work normally done by such striking/locked-out employees.

**ARTICLE 7.0 VALIDITY{ XE "VALIDITY" \B }**

**7.1**

All provisions of the Agreement are subject to applicable laws now or hereafter in effect, including Saint Mary's University Act, 1970. If any proclamation, regulation, federal or provincial law now existing or hereafter enacted shall invalidate any portion of the Agreement, the remainder of the Agreement shall not be invalidated.

**7.2**

The Employer shall exercise its management functions in a manner that is reasonable and which recognizes the importance of maintaining a climate in which Employees can effectively carry out their responsibilities.

**7.3 ACADEMIC GOVERNANCE AND COLLEGIALLY{ XE "ACADEMIC GOVERNANCE AND COLLEGIALLY" }**

**7.3.1**

The Employer acknowledges the right of Employees to participate in the formulation and/or recommendation of policies and procedures within the University through duly constituted collegial bodies and committees. The continued involvement and participation of Faculty Members and Professional Librarians in the selection of senior academic administrators is accepted and supported by the Parties to this Collective Agreement.

### 7.3.2

The Employer recognizes the right, privilege, and responsibility of Faculty Members and Professional Librarians to participate in the collegial processes of the University including, but not limited to, major planning exercises and initiatives.

### 7.3.3

Employees have a right to vote in Department and Faculty meetings except where there is a personal conflict of interest as specified in Article 15.3.30 or elsewhere restricted in this Collective Agreement.

### 7.3.4

Any policies affecting Employees introduced by the Employer and the implementation of such policies shall not be inconsistent with the provisions of this Collective Agreement.

## **ARTICLE 8.0                    ACADEMIC FREEDOM, RIGHTS AND RESPONSIBILITIES{ XE "ACADEMIC FREEDOM, RIGHTS AND RESPONSIBILITIES" \B }**

### **8.1                    ACADEMIC FREEDOM - FACULTY MEMBERS{ XE "ACADEMIC FREEDOM - FACULTY MEMBERS" }**

The common good of society depends on the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the teaching function of the university as well as in its scholarship and research. Faculty shall not be hindered or impeded in any way by the University or the Faculty Union from exercising their legal rights as citizens. Academic freedom does not confer legal immunity, nor does it diminish the obligation of faculty to meet their contractual responsibilities to the university. The parties agree that they will not infringe or abridge the academic freedom of any Faculty Member. Faculty Members are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticise the university and the faculty union, and freedom from institutional censorship. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. In exercising their academic freedom, Faculty have a responsibility to respect the academic freedom and rights of other members of the University Community.

**8.2 ACADEMIC FREEDOM - PROFESSIONAL LIBRARIANS{ XE "ACADEMIC FREEDOM - PROFESSIONAL LIBRARIANS" }**

The University is committed to ensuring that its library provide to the University Community the opportunity to access all expressions of knowledge, intellectual activity, information and ideas, subject to the University's policies on confidentiality and its resources. It is the responsibility of Librarians to promote such access, and to responsibly resist any efforts to limit such access. Such responsibility implies the right to investigate, speculate and disseminate knowledge. This responsibility does not confer legal immunity, nor does it diminish the responsibility of Librarians to meet their contractual obligations to the University. Professional Librarians shall not be hindered or impeded in any way by the University or the Union from exercising their legal rights as citizens. Professional Librarians are entitled, regardless of prescribed doctrine, to freedom in carrying out their professional responsibilities, freedom of discussion, and freedom from institutional censorship. In exercising their academic freedom, Librarians have a responsibility to respect the academic freedom and rights of other members of the University Community.

**8.3 ACCESS TO INFORMATION{ XE "ACCESS TO INFORMATION" }**

The University is committed to ensuring that its Library and ITSS provide to the members of the university community covered by this Agreement the opportunity to access all expressions of knowledge, intellectual activity, information and ideas, subject to the University's policies on confidentiality and its available resources. It is understood that this access does not include access to the University's own administrative and financial databases. This right to access to information carries with it the duty to use such information in a responsible way, consistent with fair and ethical dealings with students and colleagues and consistent with the employee's performance of his/her employment responsibilities.

**8.4 RESPONSIBILITIES OF FACULTY{ XE "RESPONSIBILITIES OF FACULTY" }**

A Faculty Member's responsibilities encompass teaching; scholarship; and service to the University, the profession and the community. There shall be a balance of these responsibilities as appropriate to the member's discipline. In carrying out these responsibilities, Faculty Members shall demonstrate performance appropriate to their rank, and evidence of continuing scholarly growth and professional development in their areas of responsibility.

#### **8.4.10 Teaching{ XE "Teaching" }**

Faculty have an obligation to make all reasonable efforts to develop and maintain their scholarly competence and effectiveness as teachers, and to perform teaching duties as specified under procedures outlined in this Collective Agreement. The Employer shall provide Faculty with the resources necessary to assist them in maintaining their competence and effectiveness as teachers.

#### **8.4.11 Scholarship{ XE "Scholarship" }**

Faculty Members are entitled and expected to engage in scholarship (as defined in Article 1.1(n)), to show scholarly integrity therein, and to disseminate the results of their scholarship or exhibit the results of their creative work. It is the responsibility of the Employer to provide reasonable resources for the conduct of scholarly activity and its dissemination.

#### **8.4.12 Service to the University, the Profession and the Community{ XE "Service to the University, the Profession and the Community" }**

- (a) Faculty Members have the right and the responsibility to participate in the functioning of their Departments, Faculties, and the University. Faculty Members also have the right to participate in the Faculty Union. Service to the University shall include, but not be limited to, administrative duties and committee service, where relevant, that is related to each of these units. Where participation in such bodies is by election or appointment, a Faculty Member shall be elected or appointed only with his or her consent. Those who have the responsibility to make such appointments shall make every effort to ensure that academic, professional and University service commitments are equitably shared.
- (b) Faculty Members have the right and responsibility to participate in their profession, and academic community through active membership on appropriate bodies, such as councils, committees, Senate, editorial boards, and as referees for the evaluation of scholarly work.
- (c) Community Service includes participation in activities and organizations outside the University where the Faculty Member's academic, professional, teaching and/or research interests and competencies form the basis for such participation.

#### **8.4.13 Annual Report of Activities - Faculty Members{ XE "Annual Report of Activities - Faculty Members" }**

- (a) Each Faculty Member shall submit three (3) copies of an annual report of Activities to his or her Chairperson, by October 31st of each year with the exception of probationary appointees who shall report in compliance with 10.1.12. The Chairperson shall forward two copies of all annual reports to the Dean by November 30. The Dean shall forward one copy

of all annual reports for his/her faculty together with the Department's and the Dean's comments to the Academic Vice-President. The Annual Report shall include a statement of activities for the previous September 1 to August 31 period. The Annual Report will be kept in the Faculty member's official file.

- (b) The Annual Report for Faculty Members shall include the following information, as applicable:

**Teaching**

- Teaching responsibilities including courses taught, the number of students in each course, and supervision of graduate and undergraduate theses;
- Evidence of teaching effectiveness, as indicated in Article 15.6.

**Scholarship**

- Scholarly papers published in peer-reviewed journals
- Peer-reviewed Book Chapters or Books
  - a. Book Chapters
  - b. Books
  - c. Edited Collections and Critical Editions
- Conference papers
  - a. Refereed
  - b. Invited
  - c. Non-refereed
- Other publications
  - a. Book reviews
  - b. Unrefereed books or book chapters
  - c. Unrefereed research papers
  - d. Contract reports
  - e. Popular articles or other items
- Research and other scholarly work in progress;
- Research grants and contracts awarded, name of granting body, research title, amount awarded and the date awarded, and indication of peer review;
- Graduate degrees awarded or graduate studies in progress, and the expected date of completion, university, and title of thesis;

- Courses, workshops, or seminars completed;
- Awards and other honours received.

In describing their scholarship in their annual reports, Faculty Members shall use the citation or referencing system that is appropriate to their discipline. That information must include, however, the list of authors in the order that they appear in the publication, the date of publication, the title of the publication, the journal title in full (not abbreviated), the volume number and both the start and finish page numbers. In the case of books, the Faculty Member should indicate the name and location of the publisher; for book chapters the Faculty Member should also include the title of the chapter and the page number and the names of the editors and the title of the book in which the chapter is contained. If any of the above are listed as being submitted or in press, give name of journal or book, the date of submission (month and year), and if accepted give date of acceptance (month and year). If any of the above are electronic publications, give the URL for the publication.

#### **Service**

- Departmental, Faculty, Senate, Board, Faculty Union and other University activities;
- Contributions to the Faculty Member's profession;
- Contributions to the Faculty Member's community;
- In the case of Department Chairs, Program Coordinators, and Associate Deans, a summary of principal accomplishments in these roles;
- Any other information that the Faculty Member deems relevant.

- (c) The material listed under Scholarship, above, may be abstracted and compiled by the Vice-President, Academic and Research, or his/her confidential delegate, to prepare statistical and aggregate data for reporting purposes to internal and external bodies and agencies.

#### **8.4.14 Annual Report of Activities - Librarians{ XE "Annual Report of Activities - Librarians" }**

- (a) Each Librarian Member shall submit to the University Librarian a copy of an Annual Report of Activities by October 31 of each year. The Annual Report shall include a statement of activities for the period from the previous September 1 to August 31. The Annual Report will be kept in the Librarian's official file.

- (b) The Annual Report for Librarians shall include the following information:
- Publications;
  - Presentations at professional conferences;
  - Research and other scholarly work in progress;
  - Contribution to the library profession;
  - Service on committees within the university;
  - Courses, workshops or seminars completed;
  - Degrees, diplomas and/or certificates awarded or in progress and the expected date of completion;
  - Any other information that the Librarian deems relevant.

## **8.5 PRIVACY{ XE "PRIVACY" }**

- (a) Employees have a right to privacy in their personal and professional communications and files, including but not limited to any communication on paper or in an electronic form. The level of privacy does not exceed, however, that of reasonable expectations.
- (b) In the spirit of Academic Freedom as defined in this Collective Agreement an Employee's office, classroom, work space, laboratory, computer accounts, or any material or intellectual property produced by the Employee shall not be subject to surveillance without just cause and prior notification.
- (c) Mail, telephone, E-mail, Internet and other services provided to Employees by the Employer are provided for the purpose of assisting Employees in the performance of their scholarship, research, teaching and service responsibilities, and may be used in the conduct of outside employment and professional activities, as specified in this Collective Agreement. Employees will use these services only for the performance of these duties and responsibilities.
- (d) Notwithstanding 8.5 (c), the occasional mailing of personal letters at the Employee's expense, use of local telephone services at no expense to the Employer, the receiving and sending personal e-mail messages and use of the Internet for personal reasons will not be a violation of 8.5 (c) absent advance notification from the Employer that either the quantity or nature of the usage constitutes a violation. In no case, will these services be used by Employees for commercial reasons except with permission of the Employer.

- (e) As per 8.5(a) Employee files and personal communications, including those that are stored or transferred electronically on University computer systems, are private. The Employer reserves the right to monitor and access user accounts in order to maintain the integrity of the computer system in a secure and reasonable manner. Only authorized personnel in the performance of their employment duties may access and monitor the use of information technology and computing facilities. The Union shall be provided with a list of these personnel.

The University will treat Employee communications and files as confidential and will not examine or disclose information without just cause nor disclose information to a third party unless it is for use in a disciplinary or criminal investigation or has been the subject of a subpoena served on a representative of the University. Authorization to search, access or disclose personal data will require the approval of the Vice President, Administration. The Union shall be notified of any exercise of this clause and the circumstances leading to that exercise.

- (f) If discipline is to be imposed for any misuse of the e-mail, Intranet/Internet, Voice Mail, or Mail systems it must be imposed in accordance with the provisions of Article 20.0 of this Collective Agreement.

## **ARTICLE 9.0 NO DISCRIMINATION{ XE "NO DISCRIMINATION" \B }**

### **9.1**

The Employer and the Union agree that there will be no discrimination against any Employee because of race, religion, colour, sex, national origin, creed, marital status, sexual orientation, physical or mental disability (except in those cases where the disability precludes the performance of employment duties), family relationship, place of residence, political affiliation, age (except that this provision shall not be construed to interfere with the normal retirement age of 65 as specified in Article 10.1.11), or membership, non-membership or activity in the Union or in any other organization not proscribed by the Criminal Code.

### **9.2**

Employees with a physical or mental disability have the right to reasonable accommodation, up to the point of undue hardship to the Employer to meet the occupational requirements of the position. Once reasonable accommodation of such disability has been provided, the Employer shall expect the Employee to meet the bona fide occupational requirements of the position.

## **ARTICLE 10.0**

## **APPOINTMENT{ XE "APPOINTMENT" \B }**

### **10.1 APPOINTMENT - FACULTY MEMBERS{ XE "APPOINTMENT - FACULTY MEMBERS" }**

#### **10.1.10 Classes of Appointment{ XE "Classes of Appointment" }**

Appointments shall be of six classes:

- (a) Those that confer tenure;
- (b) Those that confer probationary status on the appointee, it being understood that during the course of his/her appointment the Faculty Member will become entitled to consideration for promotion, renewal and tenure according to the procedures stipulated in Article 11.1;
- (c) Those made for a contractually limited term, i.e.,
  - i) Faculty Members who would otherwise be qualified for appointment under (a) or (b) of this Article may be appointed to a limited-term appointment of up to three (3) years' duration in order to staff vacancies due to leave, or temporary disability, or to replace Faculty Members who have been appointed to Academic Administrative positions. Vacancies arising out of Faculty Members being appointed to Academic Administrative positions shall be staffed by appointments made under (a) or (b) of this Article if such Academic Administrative appointments last for more than six (6) years. No individual shall be appointed for more than two consecutive three (3) year limited-term appointments. Any Faculty Member who, following a limited-term appointment under the provisions of this clause accepts an immediately subsequent probationary appointment in the same Department shall have the option to be credited with the time spent in the limited-term appointment when being considered for renewal of the probationary appointment, for tenure, for promotion and for sabbatical leave. The Faculty member's decision to receive, or not to receive, credit for up to three years spent in a limited term position shall be communicated in writing to the Academic Vice President. This decision shall be stated in the Faculty Member's letter of appointment (10.1.42).
  - ii) Faculty Members who would otherwise be qualified for appointment under (a) or (b) of this Article may be appointed to a three (3) year limited-term appointment in order to staff allotments for new programmes, as provided for in Article

10.1.22 below, or to accommodate anticipated increases in enrolments or actual increases which appear to be of a purely temporary nature, as provided for in Article 10.1.23 below. If after two years, the new programmes prove viable, or the increase in enrolment appears likely to be of a continuing nature, appointments made under the provisions of this clause shall be deemed to have been initial probationary appointments and the provisions of Article 10.1.12 and 11.1.20 below shall apply. However, if the President concludes that two years was insufficient to determine the viability of new programmes or the persistence or likelihood of enrolment increases, appointments under the provisions of this clause may be renewed for a maximum period of two years by following the procedures outlined in Article 11.1 for renewal of appointments. At the end of four (4) years a decision shall be reached either to terminate such appointments at the end of their fifth year or to transform them into tenured positions in which case the incumbents shall be considered for tenure as if their appointments had been made under the provisions of clause (b) of this Article.

- iii) Distinguished visiting professors. No one shall receive two successive appointments for a contractually limited term under the provisions of this clause without consultation with the Union and approval of the Department and the Employer, providing that in no case shall the total limited-term service exceed three (3) years.
- iv) Where the qualifications of applicants do not meet the requirements of the position, a terminal appointment may be made with the approval of the Department and in consultation with the Union. No one shall receive appointments for contractually limited term appointments under this article for more than a total of thirty-six (36) months. In no case shall anyone appointed to a contractually limited term under this clause receive a limited term position under any other provisions of Article 10.0. The Union shall be notified of all such appointments.
- v) A Faculty Member may, on the recommendation of the Faculty Member's Department and Dean, be reappointed for a further period not to exceed three (3) years. Such reappointments shall commence immediately following the normal retirement date.

Faculty Members wishing to be considered for such a reappointment must apply in writing to their Department Chair,

Dean and the Academic Vice-President no later than the September 1 preceding their normal retirement date.

In the event that the Department and the Dean do not concur in their recommendations, the matter shall be referred to the University Review Committee which shall examine the recommendations of the Department and the Dean and make a recommendation to the President. Voting in the University Review Committee shall be by secret ballot.

The reappointed Faculty Member shall retain his or her earned rank at the time of normal retirement except for the purposes of remuneration. The Faculty Member reappointed shall undertake the duties required of a Faculty Member who holds a tenured or tenure track appointment. In recognition of these duties, such reappointed Faculty Members shall receive the Step 1 salary specified in this Collective Agreement for the earned rank held by the Faculty Member at the time of his or her retirement. Faculty Members reappointed under this provision are not eligible to participate in the Employee Pension Plan (Article 17.0), University's benefit programs nor will they be eligible for sabbatical leaves. Such reappointments shall not unreasonably be denied. Such reappointments shall not be construed as an addition to the Department's full-time faculty allotment pursuant to Article 10.1.20 (a) i).

- (d) Part-time appointments.
- (e) Faculty members from other institutions and other professionally qualified persons who are expected to make a significant contribution to the teaching and/or research activity of the University may be given, upon the recommendation of the appropriate Department or Program and the Dean, through the University Appointments Committee, the title of Adjunct Professor. Faculty who hold probationary or tenured appointments at Canadian Universities that are members of the Association of Universities and Colleges of Canada (AUCC) shall be deemed to be qualified to hold an adjunct appointment at Saint Mary's upon presentation of evidence of their probationary or tenured status at their home university and upon approval of the relevant Department/Program. The university reserves the right to verify the candidate's credentials. The holding of such a title shall be reviewed every three (3) years. The Academic Vice-President, through the Dean of the relevant Faculty, shall advise Departments or Programs of the names of adjunct faculty members who are due for review and the Department or Program shall recommend either continuance or discontinuance of adjunct status. If the Department or Program, Dean and the Academic Vice-President agree on continuance or

discontinuance their decision is final. If the Department or Program, Dean and the Academic Vice-President disagree on continuance or discontinuance the matter shall be referred to the University Appointments Committee.

- (f) Persons who hold research fellowships at Saint Mary's through external funding, or other qualified individuals supported by grants may be appointed as Research Fellows. Such an appointment must be approved by the appropriate department(s), centre(s), institute(s), or program(s), and by the Dean of Graduate Studies & Research. A Research Fellow shall not be a member of the Bargaining Unit, nor be covered by the Collective Agreement with the exception of this clause. A Research Fellow shall be entitled to use of University and departmental, program, centre, or institute support services on the same basis as a regular Faculty Member and shall be given by appropriate Department(s), Program(s), Centre(s), or Institute(s) the opportunity to supervise graduate or honours students and, with the approval of the Appointments Committee, to teach up to the equivalent of two (2) full courses per year. A Research Fellow shall not participate in departmental, program, centre, or institute voting. Other entitlements must be agreed to by the appropriate Department(s), Program(s) Centre(s), or Institute(s) and the Dean of the Faculty or, in the case of Centre(s) and Institute(s), the Dean of Graduate Studies and Research. Once made, the appointment shall remain in effect for the duration of the aforementioned fellowship or for a period specified in the letter of appointment.

#### **10.1.11 Tenure{ XE "Tenure" }**

Tenure means permanency of appointment up to the age of retirement, that is, age 65, subject to the right of the Employer to dismiss for just and proper cause in accordance with the provisions and procedures stipulated in Article 20.0 Permanency of appointment includes entitlement, during the appointment, to all rights, benefits and privileges specified in the Agreement.

#### **10.1.12 Probationary Appointments{ XE "Probationary Appointments" }**

- (a) Faculty Members taking up a full-time University appointment under the terms set by 10.1.10(b) above shall be given an initial probationary appointment of three (3) years to be followed, if the appointment is renewed, by a second probationary appointment of two (2) years.
- (b) All Faculty Members on a probationary appointment (set by 10.1.10(b)) will be required to submit by July 1, a detailed annual report, as specified in Article 8.4.13, to the Chairperson. The Chairperson, after consultation with the Department, will provide written feedback to the Faculty member on the annual report submitted, by September 30. This written feedback to the probationary appointee shall be copied to the Dean. The Dean shall provide a separate written assessment to the Faculty Member

by October 31. Both the annual report and the written feedback will be kept in the Faculty Member's official file.

### **10.1.13**

Appointments to the rank of Lecturer or Assistant Professor shall ordinarily be probationary appointments. Appointments to the rank of Associate Professor or Professor may be tenured appointments.

### **10.1.20 Procedures for Appointment{ XE "Procedures for Appointment" }**

It is understood and agreed that all appointments are first subject to all laws of the land including Canadian immigration regulations and subject also to any consensus arrived at among Canadian universities pertaining to priority consideration for Canadian applicants. Subject to the foregoing, the following procedure shall be used in making full-time academic appointments:

- (a) Departmental allotments for the following academic year shall be established by the University, after consultation with Departments and Deans. Departmental allotments of full-time faculty and sabbatical leave replacements shall be made known to Departments as soon as circumstances reasonably permit, but in any event no later than October 31<sup>st</sup>, except that increases in allotments may be authorized after that date.
  - i) Where increases in faculty allotments are contemplated, the Academic Vice President shall notify all Departments of the number of new positions that are anticipated and invite formal submissions from Departments and recommendations from the appropriate Dean(s). Where downward adjustments are contemplated, the Academic Vice President shall notify the Department(s) concerned and invite formal submissions from the Department(s) and recommendations from appropriate Dean(s). The Academic Vice President shall consider Departmental submissions and the recommendations of Deans before arriving at a decision with respect to allotments and shall communicate his/her decision(s), with reasons, in writing to appropriate Chairs and Deans. The Academic Vice-President's decision shall be in accordance with the University's Academic Plan.
- (b) The Deans shall inform the Academic Vice-President and the Department Chairs of the existence of any vacancies or expected vacancies as soon as they become known. Vacancies shall be advertised in relevant Canadian academic and professional journals, including the CAUT Bulletin and University Affairs when published, as well as in relevant non-Canadian academic and professional journals where appropriate. Such advertisements shall be prepared by the Chairperson, approved by the Department, and forwarded to the Dean, together with a

recommended list of publications in which the advertisement is to be placed. The Dean shall forward the advertisement and proposed list of publications to the Academic Vice-President for approval and the Academic Vice-President shall place the advertisements to appear as soon as possible, and shall, in addition, supply a copy of each advertisement to the University Appointments Committee.

- i) The responsibilities of the University Appointments Committee shall be to review the dossiers, which shall include the candidate's letter of application and *curriculum vitae*, at least three letters of reference, and recommendations from the Department and the Dean. These recommendations should include an explanation of why the recommended candidate is best suited for the position, and a clear rationale for the proposed rank and step. In cases where an individual who is not a Canadian citizen or landed immigrant is being recommended, the recommendation shall also include a list of all applicants who were Canadian citizens or landed immigrants and a statement why each did not meet the minimum qualifications as laid out in the advertisement for the position. These recommendations should also report on the gender of all applicants in accordance with Article 10.4.
- (c) Applications for appointment shall be directed to the appropriate Department Chairperson. The Chairperson shall make all the applications and dossiers available to the Department and, on request, to the Dean.
  - (d) Each Department shall establish a Selection Committee of three (3) members who hold appointments under 10.1.10(a) or (b) subject to the requirements of 10.4.4 and who are elected by the Department. At the discretion of the Department, all Department members holding appointments under 10.1.10(a) or (b), subject to the requirements of 10.4.4, may comprise the Selection Committee. The Selection Committee shall examine all dossiers, including proof of qualifications, treating them as confidential documents.
  - (e) The Selection Committee shall establish a list of all applicants, submit their dossiers to the Department, and, after discussion with department members, present a short list of no more than three (3) recommended applicants for each position and their dossiers, in order of priority, to the Dean. Establishment of the short list and the ranking of the applicants on it shall be based solely on academic merit and teaching capability. The short list will be accompanied by a written statement outlining the reasons for the choice of candidates on the short list.

- (f) The Chairperson, with approval of the Dean and Selection Committee, shall arrange for interviews including, where possible, meetings between the candidates and the Dean, the Academic Vice-President, the President and the Department. Notice of such meetings shall be circulated to all Department Members through internal mail at least one week prior to the meeting.
- (g) Interviews shall be conducted by the Selection Committee and the Department shall schedule a meeting with the Candidate involving the Department and the Candidate.
- (h) Following majority approval of those Departmental Members holding appointments under 10.1.10(a), 10.1.10(b) and 10.1.10(c)ii), the Selection Committee, through its Chairperson, shall recommend a specific Candidate at a specific rank (including the year in rank in accordance with 10.1.30(b)v)), consistent with the criteria in Article 12.1 to the Dean with a rationale for the candidate's suitability for the appointment at that rank. The Committee in its recommendation may suggest a salary it deems appropriate and any special conditions for the appointment. The Chairperson of the Selection Committee shall also send the recommended Candidate's file to the Dean. Should the Dean question the Selection Committee's recommendations he/she shall meet with the Selection Committee to discuss his/her reservations. Following this meeting the Dean may make a separate assessment of the Candidate and forward it along with the Selection Committee's recommendation and the recommended candidate's file to the Academic Vice-President. The Dean may also forward to the Academic Vice-President his/her comments on the suitability of other Candidates who have applied for the position and in particular must comment on the Selection Committee's recommendation in the context of Articles 10.4.1 to 10.4.5. The Dean shall submit his/her recommendations and comments to the Academic Vice-President within five (5) working days of receipt of the Selection Committee report, except in cases where the Dean has questioned the Selection Committee's recommendation. In any case, the Dean shall submit his or her recommendation within ten (10) days of the receipt of the Selection Committee's report. The Dean shall forward copies of all his or her recommendations and comments regarding the appointment to the Department.
- (i) The Academic Vice-President shall convene a meeting of the Appointments Committee at least every ten (10) working days, unless no files are waiting for consideration. The Appointments Committee shall render its recommendation within seven (7) working days of the most recent meeting. Where circumstances warrant, the Academic Vice-President shall schedule a meeting of the Appointments Committee at the earliest opportunity.

- (j) The Academic Vice-President shall submit the Selection Committee's recommendation to the President accompanied by the written recommendations in the form of the minutes of the Appointments Committee meeting and the outcome of the vote, whether positive or negative but not the vote count itself. Should the Academic Vice-President not be in receipt of written recommendations from the Appointments Committee within five (5) working days from the Appointments Committee meeting specified in 10.1.20(h), the Academic Vice-President shall submit his or her own written recommendation to the President and the reasons why the Appointments Committee failed to provide a recommendation.
- (k) The final decision on the appointment shall be made by the President, if practicable, within five (5) working days of receiving a recommendation from the Academic Vice-President.
- (l) Members of the Department holding appointments other than under 10.1.10(a), 10.1.10(b) and 10.1.10(c)ii) shall not participate in any procedures for appointment outlined in Article 10.1.20 except for 10.1.20(c) and 10.1.20(f).
- (m) Preliminary negotiations of the terms of the appointment shall be the responsibility of the Dean and may be delegated to the Department Chair. Such negotiations are done in consultation with the Selection Committee.
- (n) No candidate shall be appointed without adherence to the above procedures.
- (o) The University Appointments Committee and the Department shall be informed of all acceptances and rejections of candidates.

**10.1.21 Part-Time Appointments{ XE "Part-Time Appointments" }**

- (a) Part-time appointments shall be made with the approval of the relevant Department/Program. In recommending a candidate for a part-time faculty position the Department/Program shall specify the area(s) of specialization and the course level the individual is qualified to teach. A copy of this recommendation will be sent to the candidate.
- (b) The qualification of part-time faculty being recommended by a Department/Program for employment in any of the degree programs of the university shall be reviewed by the Dean of the appropriate Faculty. The Dean shall advise the Department/Program within ten (10) days of receipt of the Department/Program's recommendation of his/her decision on the appointment. If the Department/Program and Dean agree on the appointment of an individual, their decision is final. If the Dean does not agree with the Department/Program's recommendation on the

appointment then the matter shall be referred to the Appointments Committee.

- (c) Qualifications, including area(s) of specialization and the course level a part-time faculty member is qualified to teach, shall be reviewed, after initial appointment, once every three (3) years by the relevant Department/Program and the Dean of the appropriate Faculty. The Dean shall advise the Department/Program within ten (10) days of receipt of the Department/Program's recommendation of his/her decision on the appointment. If the Department/Program and Dean agree their decision is final. If the Department/Program and the Dean do not agree then the matter shall be referred to the Appointments Committee.
- (d) Notwithstanding 10.1.21(b) and 10.1.21(c), faculty who hold probationary or tenured appointments at Canadian Universities that are members of the Association of Universities and Colleges of Canada (AUCC) shall be deemed to be qualified to hold a part-time appointment at Saint Mary's upon presentation of evidence of their probationary or tenured status at their home university and upon approval of the relevant Department/Program as specified in 10.1.21(a). The University reserves the right to verify the candidate's credentials.

#### **10.1.22 New Programmes{ XE "New Programmes" }**

For the purpose of establishing new programmes on an experimental basis, the President may authorize allotments lasting for a period of three (3) years. Should the new programmes prove viable by the 31st of October of the third year of their existence, such allotments shall be made permanent. Should the programme not be viable, such allotments shall be abolished as of the 31st of October of the third year of their existence. Such new programmes shall be deemed to be established at the beginning of the academic year in which they are staffed. However, if the President concludes that two (2) years was insufficient to determine the viability of a new programme, such allotments may be continued to a maximum period of five (5) years from their initial authorization. At the end of four (4) years such allotments shall either be made permanent or shall be abolished. If these allotments are abolished no such new programmes may be initiated for a period of five (5) years. The Union shall be informed of all decisions relating to the duration of such allotments.

#### **10.1.23 Enrolment Increases{ XE "Enrolment Increases" }**

The President may authorize allotments lasting for a period of up to three (3) years to accommodate anticipated increases in enrolment or to respond to what are perceived to be purely temporary increases. Should such increases in enrolment be judged to be continuing by the 31<sup>st</sup> of October of the third year of their existence, such allotments shall be made permanent. If an allotment is not made permanent it shall be abolished as of the 31<sup>st</sup> of October of the third

year of its existence. Should the President conclude that two (2) years was insufficient to establish whether the increased enrolments were purely of temporary phenomenon, allotments established under this clause may be continued to a maximum duration of five (5) years. At the end of the fourth year of their existence such allotment shall either be made permanent or abolished. If such an allotment is abolished, no similar allotment shall be made for a period of three (3) years. The Union shall be informed of all decisions relating to the duration of such allotments.

**10.1.24 Cross-Appointments{ XE "Cross-Appointments" }**

- (a) Where sound academic reasons exist for so doing, an Employee may receive an initial or subsequent appointment in two or more academic units within the University. The Employee shall be based in a home or primary unit and may have duties or responsibilities in a secondary unit. An Employee shall receive a Cross-Appointment only with his or her written consent and upon the recommendation of the relevant primary and secondary academic units.
- (b) Before an Employee agrees to a Cross-Appointment, he or she shall meet with the relevant Department Chairs and/or Program Directors and Deans to arrive at an agreement on how the Employee's work, if any, is to be shared between the academic units concerned. The agreement shall also stipulate which academic unit is to have primary responsibility for the Employee in administrative and academic matters. The Employee shall retain residual rights in the primary academic unit to which the Employee shall return on a full-time basis should academic needs change.
- (c) The primary academic unit shall be responsible for all administrative and academic matters related to the Employee, including but not limited to appointment, renewal, promotion and tenure. In the case of renewal, promotion, and tenure the secondary academic unit(s) shall be invited to provide the primary unit with an evaluation of the Employee according to the procedures specified in this Collective Agreement for such evaluations. The Chair or Coordinator, or designate, of the secondary unit shall be entitled to participate in the primary unit's discussion of the faculty member's application for renewal, promotion and tenure. The primary academic unit shall consider any evaluations of the employee from secondary unit(s) as part of its own evaluation of the Employee.
- (d) In those cases where a cross-appointment is made as part of an Employee's initial appointment to the University, the secondary academic unit shall be invited to meet with all candidates for the position in question and shall be invited to submit its views on the candidates to the primary academic unit, which shall consider those views in making

its recommendation on the appointment in accordance with Article 10.1.20.

- (e) Employees holding a cross-appointment shall have the right to attend Department/Program meetings, to vote, to be elected or appointed to committees, in all academic units to which the cross-appointment applies.
- (f) The terms and conditions of the Cross-Appointment shall be in writing signed by the Employee and the President, who shall have the final authority for making the appointment. Within 5 days of its signing the President shall send a copy of the agreement to the Chairs and/or Directors of the relevant academic units as well as the Union. In the case of new employees, the terms of the cross-appointment shall be specified in the Employee's letter of appointment (Article 10.1.40).

**10.1.25 Interdisciplinary Programs{ XE "Interdisciplinary Programs" }**

- (a) Senate has established the following interdisciplinary programs: Asian Studies, Applied Science, Atlantic Canada Studies, Environmental Studies, Forensic Science, International Development Studies, Irish Studies, Linguistics, and Women's Studies. Any future interdisciplinary programs approved by Senate shall be included in the above list.
- (b) A Faculty member may be cross-appointed to an interdisciplinary program under the provisions of Article 10.1.24. When the cross-appointment involves an initial appointment to the University, the prospective Faculty Member shall also be appointed to an academic department.
- (c) At the time an initial cross-appointment is authorized, the Employer shall specify whether the interdisciplinary program or the department is to be the primary unit of the new Faculty Member. Unless specified otherwise, the cross-appointment shall be counted as part of the primary unit's allotment (Article 10.1.20(a)). Under no circumstance shall the cross-appointed position be part of the secondary unit's allotment other than what may have been mutually agreed upon by the primary and secondary units at the time the cross-appointed position was established.
- (d)
  - i) Until August 31, 2007, in cases where the Interdisciplinary Program is the primary unit and the department to which the Faculty Member may be appointed is uncertain, the Selection Committee (Article 10.1.20(d)) shall be expanded to include one representative from each of the possible departments to which the prospective Faculty Member might be appointed. After the short list has been developed by the Selection

Committee and approved by the relevant Dean(s), the Chairs of the Candidates' secondary departments shall be notified of the likelihood of a cross-appointment to their units. Candidates shall be invited to meet with the Interdisciplinary Program members and the department to which they are likely to be appointed according to the relevant provisions of Article 10.1.20. A candidate must receive a positive recommendation from the department to be cross-appointed to the department.

- ii) Effective September 1, 2007, in cases where the Interdisciplinary Program is the primary unit, Faculty Members holding appointments or cross-appointments in the Interdisciplinary Programme shall be considered to be the "Department" in regard to Procedures for Appointment (Article 10.1.20). If the department to which the Faculty Member may be cross-appointed is uncertain, the Selection Committee (Article 10.1.20(d)) shall be expanded to include one representative from each of the possible departments to which the prospective Faculty Member might be appointed. After the short list has been developed by the Selection Committee and approved by the relevant Dean(s), the Chairs of the Candidates' secondary departments shall be notified of the likelihood of a cross-appointment to their units. Candidates shall be invited to meet with the Interdisciplinary Program members and the department to which they are likely to be appointed according to the relevant provisions of Article 10.1.20. A candidate must receive a positive recommendation from the department to be cross-appointed to the department.
- (e) All Faculty Members who currently hold an existing appointment in an interdisciplinary program shall be cross-appointed to an academic department through the provisions of Article 10.1.24. The Interdisciplinary Program shall remain the primary unit of the Faculty member and the department shall be the secondary unit. In no case shall the cross-appointment of a Faculty Member to a department be counted as part of the department's allotment (Article 10.1.20(a)). For greater clarity, this means that any vacancies in the department shall not be considered to be filled by the cross-appointment.

### **10.1.30 University Appointments Committee{ XE "University Appointments Committee" }**

- (a) There shall be a University Appointments Committee composed of the Academic Vice-President or his/her designate, who shall be Chairperson and have a vote; one Dean to be appointed by the Employer; and three (3) tenured Faculty Members, one from each of the faculties of Arts, Science, and Commerce, elected under the auspices of Senate, one being

elected in each year in April for a three year term. The Faculty member from each faculty who receives the second most votes in the Senate election shall be declared an alternate member of the University Appointments Committee and shall act only in place of the duly elected Faculty Member from his or her Faculty. In no case shall the Dean be of the Faculty of the case in question, nor shall faculty members be from the Department. A quorum at any meeting will consist of a simple majority including at least two faculty members. The University Appointments Committee shall include at least one member of each gender. The Appointments Committee shall confirm that the procedures specified in Article 10.0 have been followed and that recommended candidates meet the qualifications for appointment to Academic Ranks as set out in Article 12.0.

- (b) The responsibilities of the University Appointments Committee shall be to:
- i) Review the dossiers and all recommendations concerning Candidates for academic appointment put forward by the Department and by the Dean;
  - ii) Ensure that the procedures specified in 10.1.20 above were followed including the fact that the recommendation is based solely upon academic merit and teaching capability;
  - iii) Consult with the appropriate Dean and/or Chairperson in cases where its recommendations may differ from that of the Dean or Chairperson.
  - iv) Review the qualifications of Candidates for part-time faculty appointments as specified in 10.1.21(a) above; except that a Faculty Member who has previously been approved by the Committee need not be reviewed on rehiring or reappointment to a part-time position except as noted in Article 10.1.21(c);
  - v) Report to the President, through the Chairperson, its views and recommendations, including those on rank, year in rank, salary, length of limited term where appropriate and any special condition(s) of employment, taking into account prior relevant equivalent service and/or professional experience. All such views and recommendations are to be consistent with the criteria for such matters as specified in appropriate provisions of this agreement;
    - 1) Each year of employment in an academic position in a University or equivalent institution either prior to or following the awarding of a doctoral degree shall be deemed equivalent to one year of service when it is

directly related to a doctoral degree held by the candidate provided that the candidate had primary, independent responsibility for teaching and research.

- 2) Each year of employment in a relevant professional position when it is directly related to a doctoral degree held by the candidate and/or each year of employment as a postdoctoral fellow shall be deemed equivalent to either 0.5 or 1.0 year of service. The value shall be based on the relevance of the work performed in the former position(s) to that in the position for which the candidate is being considered for appointment.
  - 3) Fractions of a year shall in all cases be rounded up or down to the nearest whole.
- vi) Report to the Employer its views and recommendations in accordance with 21.1 (e) hereof on the academic rank and/or tenure of Academic Administrators.
- (c) Appropriate credit for relevant equivalent service in equal ranks at other recognized universities (provided that the qualifications of the individual are at least equal to the minimum requirements for the equivalent rank at Saint Mary's University) and relevant equivalent professional experience shall be recommended by the University Appointments Committee and determined when the President makes the appointment. It is agreed that the placement on the salary scale agreed to by the parties as recorded August 22, 1978 of Faculty Members who held full-time appointments in the 1978-79 salary year and the year in rank of new full-time Faculty Members, as determined on their appointment for the 1979-80 salary year and for the 1980-81 salary year shall be final and conclusive recognition and determination of prior service credit for such Faculty Members and that such placement and year in rank shall be the service entitlement for such Faculty Members for the purposes of Article 11.1.21 and determining possible early consideration for tenure pursuant to Article 11.1.22(a).
- (d) No special condition of employment shall be made part of an appointment without the approval of the Committee.
- (e) Except for his or her decision on salary, the President shall advise, with reasons, the University Appointments Committee of any terms or conditions of an appointment which differ from the recommendations of the Committee made pursuant to Article 10.1.30(b)iv). Following this communication, the Committee shall make a final recommendation. The President's decision following this final recommendation shall be final.

- (f) Where a Candidate for appointment appears not to be well qualified, the Committee shall determine through the Dean and Department Chairperson whether there are applicants of greater merit. This procedure is mandatory where the Candidate falls below the standard required for appointment to the rank of Assistant Professor.
- (g) The Union shall have the right to appoint a member of the bargaining unit to be present as an observer at all meetings of the University Appointments Committee. The Observer may not participate in any manner in the deliberations of the Committee but shall have the right to communicate his/her observations to the Chairperson between meetings, or, if deemed necessary, to request a recess in the proceedings of a given meeting for the purpose of communicating with the Chairperson of the Committee.

**10.1.40 Mode of Appointment{ XE "Mode of Appointment" }**

The President shall provide to each new employee a letter of appointment which shall include the following:

- (a) The effective date of the appointment, for appointments under 10.1.10(b); will normally be July 1. The effective dates for all other appointments shall be September 1. Salary step increments for initial appointment at July 1 will be effective fourteen months from date of appointment. Subsequent salary step increments will be effective September 1 of each year in accordance with Article 15.1.10.
- (b) The terminating date of the appointment.
- (c) The class of the appointment, specifying the sub-clause of Article 10.1.10 under which the appointment is made.
- (d) The rank, year in rank, and salary of the Faculty Member as of the effective date of the appointment.
- (e) The Department or Division to which the Faculty Member will be attached.
- (f) Any special conditions (see 10.1.30(d) above).

**10.1.41**

- (a) The credit given prior service in determining years in rank on appointment pursuant to Article 10.1.30(c) shall count as service or years in rank at the University for the purposes of Article 11.1.21 and shall be considered a factor in determining possible early consideration for tenure pursuant to the provisions of Article 11.1.22(a) but, unless otherwise specifically expressed, such credit shall not apply to any other matter for which by this Agreement service is a requirement or benefit.

- (b) The terms of appointment on rank and year in rank shall be reflected by placement on the salary scale (see Article 16.1) at a level no lower than that corresponding with such rank and year in rank (e.g. the placement on the salary scale of a Faculty Member who on appointment at the Assistant Professor rank received credit for two years of prior relevant equivalent service and/or equivalent professional experience shall in the first year of his/her appointment be at the Assistant Professor - Level 3 point on the salary scale).

#### **10.1.42**

- (a) One copy of the letter of appointment shall be kept by the Employer, a second by the Faculty Member, a third by the Union and a fourth by the Department Chairperson, it being understood and agreed that the letter and the information provided therein will be held in confidence by the Department Chairperson and the Union.
- (b) Each letter of appointment shall be accompanied by a copy of the Agreement and shall contain a statement that the appointment is subject to the terms and conditions of the Agreement.

#### **10.1.43**

- (a) Each full-time appointee shall be entitled to reimbursement of travel costs for him/herself and dependants from the Appointee's place of residence to Halifax, Nova Scotia, for actual costs up to the amount of economy airfare; and upon production of receipts, he/she shall be entitled to receive up to five thousand dollars (\$5,000) for moving expenses. This limit may be increased only if approved in writing and in advance by the President.
- (b) Employees appointed on a contract of twelve (12) months or less shall not be eligible to claim moving expenses under 10.1.43 (a) but may be provided with moving expenses only if approved in writing and in advance by the President.
- (c) If the Appointee is on an initial three-year probationary appointment and does not complete his/her probationary appointment, he/she shall pay back two-thirds (2/3) of the moving expenses if he/she leaves the University's employ after one year's service, and one-third (1/3) if he/she leaves after two year's service.
- (d) Article 10.1.43 shall apply only to appointments made after the date of the signing of this Agreement.

#### **10.1.44 Termination of Appointment{ XE "Termination of Appointment" }**

- (a) If an Employee wishes to terminate his/her employment, he/she shall give notice to the President, in writing, no later than March 1st, if

practicable, of the year during which the termination is to become effective. Notice of termination by the Employer shall be in writing and be signed by the President.

- (b) Employment may be terminated by mutual agreement in writing at any time.
- (c) A Faculty Member in receipt of an offer of renewal of appointment from the University (see Articles 10.1.12 and 11.1.20(a)) must communicate his/her acceptance or rejection of this offer in writing to the President no later than March 1st, if practicable, of the calendar year in which the renewed appointment would become effective. If the Faculty Member fails to so communicate his/her acceptance or rejection he/she shall be deemed to have rejected the offer and his/her appointment shall terminate at the end of his/her current probationary term.

## **10.2 APPOINTMENT - PROFESSIONAL LIBRARIANS{ XE "APPOINTMENT - PROFESSIONAL LIBRARIANS" }**

### **10.2.10**

Whenever a vacancy occurs among Professional Librarians or whenever a new professional position is created, the University Librarian, in consultation with the Library Council, shall advertise the position within thirty (30) days.

### **10.2.20**

Applications for appointment will be directed to the University Librarian who shall establish a list of all applicants.

### **10.2.30**

The Professional Librarians shall form a Selection Committee of members who hold either a probationary or confirmed appointment. The Selection Committee shall elect one of its members as Chair of the Committee. The selection committee shall examine all dossiers, including proof of qualifications, treating them as confidential documents.

### **10.2.31**

The selection committee and the University Librarian shall meet and develop a short-list of up to five (5) applicants.

### **10.2.32**

The University Librarian shall arrange for interviews of the short-listed candidates. Notice of such interviews shall be circulated to all members of the selection committee at least one (1) week prior to their occurrence.

### **10.2.33**

The University Librarian shall interview all candidates; the selection committee shall interview all candidates. The University Librarian shall have the option of attending candidate interviews with the selection committee, in a non-voting capacity.

### **10.2.40**

The selection committee shall recommend a specific candidate or candidates with a rationale for their suitability for the appointment. If more than one candidate is recommended, they must be presented in priority order. The committee in making its recommendation may suggest rank, salary and any special conditions for appointment.

### **10.2.41**

The chairperson of the selection committee shall forward the recommendation in writing, together with the recommended candidate's dossier, to the University Librarian. Should the University Librarian question the selection committee's recommendation, the University Librarian shall meet with the committee to discuss any reservations. Following this meeting, the University Librarian may make a separate assessment of the candidate and forward it, along with the selection committee's recommendation and the candidate's file, to the Academic Vice President. The University Librarian may also forward to the Academic Vice President, a recommendation of a different candidate who has applied and been interviewed in accordance with Article 10.2.33.

### **10.2.42**

If the recommendation of the selection committee and the University Librarian differ, the Academic Vice President shall meet with each party before rendering a decision. The decision of the Academic Vice President shall be final.

### **10.2.50**

The University Librarian shall, in consultation with the Academic Vice President, negotiate the terms of the appointment with the successful candidate.

### **10.2.51**

Each new Professional Librarian and the President of the Union shall receive from the Employer a letter of appointment which shall include the following:

- (a) The effective date of the appointment;
- (b) The terminating date of the appointment in the case of an appointment for a limited term;

- (c) The rank and salary of the Professional Librarian as of the effective date of the appointment.

**10.2.52**

Each letter of appointment shall be accompanied by a copy of this agreement.

**10.2.60**

New Professional Librarians, other than those appointed for a limited term, will be considered as probationary employees until they have been employed for a period of eighteen (18) months. During the probationary period, progress appraisals will be performed at three (3) month intervals, the results of which will be communicated to the Professional Librarian in writing and placed in his/her personnel file. Consecutive with the fifth performance appraisal, the opinion of the Professional Librarians will be sought on the appropriateness of the candidate for confirmation. A Professional Librarian may be confirmed at any time during the probationary period.

**10.2.70**

If a Professional Librarian, other than a probationary librarian as defined in Article 10.2.60 hereof, wishes to terminate his/her employment, he/she shall give at least one (1) month's notice in writing to the University Librarian. However, employment may be terminated by mutual agreement in writing at any time.

**10.2.80**

Each full-time Professional Librarian shall be entitled to receive reimbursement of travel costs for him/herself and dependents from the Appointee's place of residence to Halifax, Nova Scotia, for actual costs up to the amount of economy airfare; and upon production of receipts, he/she shall be entitled to receive up to five thousand dollars (\$5,000) for moving expenses.

**10.3 APPOINTMENT - UNIVERSITY LIBRARIAN{ XE  
"APPOINTMENT - UNIVERSITY LIBRARIAN" }**

**10.3.10**

- (a) In appointing a University Librarian the President shall strike a Search Committee to be chaired by the Academic Vice President. The Committee shall be comprised of the Academic Vice President, a Dean appointed by the President, two Professional Librarians appointed by the Professional Librarians, a Faculty Member appointed by Senate, a member of the library support staff appointed by the library staff, an external professional librarian appointed by the President in consultation

with the internal Search Committee members and one additional member appointed by the President from the Saint Mary's University community.

- (b) The Search Committee shall set the formal qualifications required for the position. The vacancy shall be advertised in relevant academic and professional journals and publications, including the CAUT Bulletin, the AUCC University Affairs and Feliciter and in mailing lists for Canadian academic libraries and library schools. The advertisements should appear at least one month before the close of competition. The Search Committee shall establish a short list of up to five (5) candidates to be interviewed.
- (c) The Search Committee shall interview all short-listed candidates.
- (d) The Search Committee shall schedule a meeting between any short-listed candidate(s) and the Professional Librarians, following which it shall solicit the views of the Professional Librarians on the suitability of the candidate(s) for the position.
- (e) The Search Committee shall recommend to the President a specific candidate. If more than one (1) candidate is recommended, they must be presented in priority order.
- (f) The decision on the appointment shall be made by the President.
- (g) The appointment of a University Librarian shall be for a specified term of not more than six (6) years. A formal review process shall be conducted during the last year of the term of the appointment. In each case, the Review Committee shall be composed in the same manner as the Search Committee, outlined in 10.3.10(a). The Review Committee shall consult widely and shall provide ample opportunity for input from Professional Librarians and library staff. The Review Committee shall make a written assessment of the performance of the incumbent. The assessment shall be forwarded to the incumbent who shall be afforded the opportunity to meet with the Review Committee to discuss the review and any recommendations. The incumbent shall also have the opportunity to make a written response.
- (h) If the President fails to re-appoint an incumbent to the position of University Librarian, she/he shall be offered continuing appointment as a Professional Librarian within the bargaining unit in keeping with Article 21.1.
- (i) The process outlined in this Article does not apply to the appointment of an Acting University Librarian.

**10.4 POSITIVE ACTION TO IMPROVE THE EMPLOYMENT OF WOMEN{ XE "POSITIVE ACTION TO IMPROVE THE EMPLOYMENT OF WOMEN" }**

**10.4.1**

The parties to this Agreement are committed to the objective of equal opportunities through positive action to improve the employment of women in the university community.

**10.4.2**

The Employer will determine, in consultation with each academic unit, whether or not there are serious imbalances in the composition by gender of Employees within the academic unit. Where it has been determined that a serious imbalance exists, reasonable goals shall be established to address the imbalances. The results of these actions shall be reported in writing as outlined in 10.4.8.

**10.4.3**

Prior to making any appointment, the Employer shall make a positive attempt to recruit women candidates.

**10.4.4**

The Selection Committees referred to in 10.1.20(d) and 10.2.30 shall include at least one member of each gender. Where there are no members of a particular gender employed in an academic unit, a replacement Employee of the appropriate gender will be selected from a cognate unit.

**10.4.5**

Evaluation of candidates shall be based solely on the requirements of the prospective job, for Faculty Members as per Article 10.1.20 and for Librarians as per Article 10.2. The candidate who is clearly the best shall be recommended, but when candidates are judged to be equal, the best female candidate shall be recommended until the academic unit has met the goals suitable under Article 10.4.2.

**10.4.6**

In forwarding the recommendation of a specific candidate for appointment to the Dean, the Selection Committee shall include a report outlining its actions with respect to Articles 10.4.1 to 10.4.5.

#### 10.4.7

In reviewing the Selection Committee's recommendation the Dean, or University Librarian when the appointment is to a librarian position, shall consider the recommendation in the context of the requirements outlined in Articles 10.4.1 to 10.4.5.

#### 10.4.8

The Employer shall report in writing annually to Senate and to the Board of Governors by 1 December, on actions taken to improve the employment of women in the university community, and in particular the development and implementation of the hiring goals required for academic units. Such reports shall also be forwarded to the Union.

### **ARTICLE 11.0 RENEWAL, PROMOTION AND PERMANENCE{ XE "RENEWAL, PROMOTION AND PERMANENCE" \B }**

#### **11.1 RENEWAL, PROMOTION AND TENURE - FACULTY{ XE "RENEWAL, PROMOTION AND TENURE - FACULTY" }**

##### **11.1.10**

(a) By April 1, Deans shall advise Departmental Chairpersons and the Vice President, Academic & Research, of the names of faculty members who will be eligible for renewal of appointment and/or regular tenure consideration in the ensuing academic year.

(b) Applications for promotion, accelerated promotion or early consideration of tenure, including supporting material as defined in Article 11.1.12, are the responsibility of the Faculty Member. Such applications shall normally be made according to the following schedule:

**April 15** Candidates shall inform department chairs of their intention to apply and provide them with their list of potential assessors.

**May 15** The Department Chair shall provide the Dean with a list of applicants, together with the applicants' and Department's list of potential assessors.

**June 15** The Dean shall finalize the list of assessors to be consulted.

**June 15** Candidates shall submit the original and three (3) copies of their application file to the Dean and one (1) copy to the Department Chair.

The schedule of dates presented in Article 11.1.10(b) shall come into effect on April 1, 2008. Until then the schedule of dates and deadlines presented in Article 11.0 of the 2003-2006 Collective Agreement between the Parties of this Agreement shall apply.

- (c) Each Department shall review annually the qualifications and performance of each of its Faculty Members applying for renewal of appointment, promotion or tenure. All recommendations resulting from these reviews, together with all available reports and documents as specified in Articles 11.1.12 and 11.1.30 shall be communicated in writing by the Department Chairperson to the appropriate Dean and to the Academic Vice-President as Chairperson of the University Review Committee (see 11.1.40 below).
- (d) The following categories of employees are not eligible for consideration for renewal, promotion, or tenure:
  - i) Faculty Members holding appointments of class (c) specified in 10.1.10 above;
  - ii) Faculty Members holding contracts with a special condition or conditions requiring the fulfilment of an obligation before renewal, promotion or tenure can be granted, except in a situation where a faculty member with this kind of contract, in the view of his/her Department, has achieved significant academic performance. The Department may initiate a recommendation for the waiving of the condition(s) in order to make that person eligible for a renewal, promotion or tenure hearing. The Department will make its recommendation to the Academic Vice-President, as Chairperson of the University Appointments Committee, who will bring the matter for a final decision to the President.
  - iii) Faculty Members holding terminal appointments, excepting those present Faculty Members holding regular probationary appointments specifically excluded from the operation of Article 11.1.20(c) of this Agreement.
- (e) Faculty Members appointed under the provisions of Article 10.1.10(a) or (b) above and who are promoted to the rank of Assistant Professor as a result of the fulfilment of a condition(s) in their contracts or as a result of promotion through the waiver of a condition(s) in their contracts shall be offered a probationary appointment on terms specified in Article 10.1.12 hereof.

- (f) Faculty Members holding an appointment under Article 10.1.10(b) who are eligible for consideration for renewal or tenure under articles 11.1.20 and 11.1.22, respectively, and who received an approved leave of absence under Articles 19.1 (exceeding 90 calendar days), 19.6, or 19.7 during the term of their appointment under Article 10.1.10(b) shall be granted upon their request a one-year deferral of such consideration, and a one-year extension of their existing probationary contracts.

#### **11.1.11**

The Department shall complete its review and communicate its judgement according to the following schedule:

- (a) Renewal of Appointment: no later than October 15 of the Academic Year during which the appointment terminates;
- (b) Promotion: no later than February 15 of the Academic Year preceding the possible date of promotion;
- (c) Tenure: no later than February 15 of the Academic Year during which the appointment terminates.

The intent of 11.1.11(b) and 11.1.11(c) is that an Employee in the rank of Assistant Professor will make an application for normal promotion and tenure at the same time during the final year of their second probationary contract. Although application for promotion and tenure are made at the same time, the different criteria laid out in Articles 11.1.21 and 11.1.22 for Promotion and Tenure, respectively, must be followed for each consideration.

#### **11.1.12**

As set out in 11.1.10, the preparation of applications for renewal, tenure or promotion is the responsibility of the faculty member. In considering candidates for renewal, promotion or tenure, the Department shall examine the following material as provided by the candidate:

- (a) A detailed curriculum vitae. In presenting the information specified in Article 8.4.13(b), the Candidate shall use the format described therein;
- (b) A teaching dossier that is based on Articles 15.6.2, 15.6.6, and 15.6.12, and other evidence of teaching effectiveness which the Department or the Candidate may consider relevant.
- (c) Brief statement explaining the candidate's current scholarship and its relationship to past and planned research;
- (d) Examples of scholarship,
- (e) Other evidence which the Candidate may consider relevant to the case.

### 11.1.13

- (a) In the case of promotion or tenure, the Department shall also examine, in addition to the materials outlined in Article 11.1.12, external assessments of the Candidate's scholarship and professional standing and other appropriate contributions to his or her discipline.
- (b) The external assessments shall be obtained by the Dean from three referees. The Department and the Candidate shall each provide to the Dean, and to each other, a list of three or more potential referees. These two lists shall not contain the same suggested referees. External assessors are required to provide an independent assessment of a candidate and therefore, former supervisors, co-authors, or close associates shall not be proposed as referees. The candidate shall annotate his/her list to indicate why the proposed external assessor is appropriate and the Department shall likewise provide information as to why any person on its list is suitable. The Dean shall provide to the Department and Candidate a list of three (3) or more potential referees, which may include those names proposed by the candidate and/or the Department. Once the candidate, the Department, or the Dean have proposed a name, no correspondence in any way related to tenure or promotion shall occur between those named and the candidate or the Department Chair.
- (c) The Dean shall solicit the assessments from at least one referee from each of the three (3) lists. The Dean may choose his or her potential referee from either the Candidate's or Department's list. The Dean shall solicit the assessments within five (5) days of his/her determination of the referees. External assessors will be asked to reply to the Dean by the following October 31st. In cases where a candidate is being considered for both promotion and tenure in the same year, assessments for promotion and tenure may be obtained from the same referees in a single assessment encompassing an evaluation of the candidate on criteria for both promotion and tenure.
- (d) The external assessments are to be solicited in writing and provided in writing. The Candidate and the Department are to be provided with copies of the referees' assessments without attribution to the referees' name and institutional affiliation.
- (e) The Dean shall accompany the written solicitation for external referees with copies of Articles 1.1(n), 11.1.14, 11.1.21, 11.1.22 as appropriate, and 12.1 as well as copies of the items listed in 11.1.12. The Dean shall also accompany the solicitation with the complete file as submitted by the candidate on or before June 15.

#### 11.1.14

Among the criteria which the Department must consider in making an assessment of a Candidate are the following:

- (a) Quality and effectiveness as a teacher;
- (b) Academic credentials, including degrees, special studies and honours;
- (c) Quality and significance of scholarship as defined in Article 1.1(n). The varied nature of academic and professional disciplines requires that appropriate weight be given to the various aspects of scholarship in terms of their contributions and relevance to a discipline.
- (d) Service on committees within the University; appropriate weight shall be given to such activity, although it is recognized that committee service is dependent either on appointment or election and is not necessarily under the control of Candidates for renewal, promotion, or tenure.
- (e) Other contributions to the University, including participation in its effective operation through academic advising, supervision of students, service as chairperson, director of division or programme coordinator, and performance of other functions which have been traditionally accepted as part of the collegial character of the University.
- (f) Other contributions to the professional field and the community such as serving on external grant selection committees; serving on a board, commission, council, or task force by virtue of special academic competence or expertise; service as an external examiner of graduate theses or academic programs. Appropriate weight shall be given to such activity in terms of its contribution to the discipline concerned.

#### 11.1.20 **Renewal of Appointment{ XE "Renewal of Appointment" }**

- (a) Consideration of renewal of a probationary appointment shall take place during the final year of the appointment (see Article 10.1.12). A formal review by the University Review Committee is mandatory for all probationary appointments unless the Department, Dean and the Academic Vice President have all recommended renewal. The candidate will be informed of the Employer's decision on renewal no later than January 1st of the final year.
- (b) Consideration for renewal of a second probationary term for a Faculty Member at the rank of Assistant Professor or above shall be made under the provisions for tenure as set out in 11.1.22 below.
- (c) A Faculty Member in the rank of Lecturer may, on completion of a second probationary term, be granted a further appointment of no more than two (2) years. Such an appointment shall be terminal.

- (d) A Faculty Member in the rank of Lecturer who holds a probationary appointment and is promoted to the rank of Assistant Professor may be eligible for additional probationary contracts to allow completion of sufficient full-time service at the University in the rank of Assistant Professor to qualify for consideration for tenure under Article 11.1.22. The renewal of such additional probationary contracts shall be carried out in accordance with Articles 11.1.20(a) and 11.1.20(b).

#### **11.1.21 Promotion{ XE "Promotion" }**

- (a) Promotion is in no sense automatic, that is depending only on length of service at this University or elsewhere. Subject to any credit granted for years in rank pursuant to the provisions of Article 10.1.30(c), a Faculty Member shall ordinarily spend a minimum number of years in each rank before becoming eligible for the next higher rank and he/she must demonstrate a standard of excellence appropriate to the rank sought.
- (b) Except as provided in clause (c) hereof, the minimum periods of service within rank shall be as follows:
- Lecturer 3 years
  - Assistant Professor 5 years
  - Associate Professor 8 years
- (c) Accelerated promotion, that is, with fewer than the number of years in rank specified in (b) above, may be sought by a Faculty Member on the grounds of exceptional teaching or research accomplishments or both. At the time of application, the faculty member must state the grounds on which accelerated promotion is being sought. A Faculty Member may apply for accelerated promotion only once for a given rank.
- (d) In cases of promotion, the Department and the University Review Committee (see 11.1.40 below) shall take into account the appropriate qualifications for the rank as set out in Article 12.1 as well as the criteria indicated in 11.1.14.
- (e) A faculty member whose promotion has been denied shall not be eligible to be considered at a promotion hearing held in the following year, except for those Members who applied for promotion under Article 11.1.21(c) and who were denied early promotion.

#### **11.1.22 Tenure{ XE "Tenure" }**

- (a) A Faculty Member on probationary appointment may be granted tenure on completion of five (5) years' full-time service at the University at the rank of Assistant Professor or above. Consideration for tenure shall take place before the end of the Academic Year completing the appropriate

period of service. As a result of a special condition(s) of appointment, or, upon the request of the Dean and with the approval of the Academic Vice-President and the President, consideration for tenure may take place at an earlier time during the probationary appointment. A request for early consideration must be initiated by the faculty member.

- (b) In considering a possible recommendation for tenure, the Department and the University Review Committee (see 11.1.40 below) shall remain alert to the fact that they are assessing the worth of the Candidate to the University on a long-term basis. Tenure is to be recommended only if the Candidate has established himself/herself as a successful teacher, has contributed to the discipline through research and publication, and is, in their judgement, a person who will contribute to the growth and stature of the University, and will promote its objectives as set out in the Saint Mary's University Act, 1970. Additionally, the criteria set out in 11.1.13 above shall be taken into account.
- (c) The Department and the University Review Committee (see 11.1.40 below) shall recommend one of the following courses of action with respect to tenure:
  - i) Tenure be granted;
  - ii) A decision on tenure be deferred for a period of either one or two years, to be followed by a final tenure hearing; in exceptional circumstances, the University Review Committee may recommend one further deferral of either one or two years to be followed by a final tenure hearing;
  - iii) Tenure be denied.

### **11.1.30 Department Procedures{ XE "Department Procedures" }**

The following procedures shall be adhered to by a Department in considering a Candidate for renewal of appointment, promotion or tenure. All members participating in this procedure are to treat information received and exchanged as confidential.

- (a) The Candidate shall be notified in writing by the Chairperson at least two weeks before the initial Department meeting to consider the application.

The candidate's application with supporting material as defined in 11.1.12 and 11.1.13 shall be made available to the Department for review and inspection at least two (2) weeks prior to the initial Department meeting to consider the application. Any additional evidence will be made available to the Department upon receipt.

- (b) The Candidate shall have the right to appear on his/her own behalf at the outset of the Department meeting considering his/her candidacy and to present such oral and written evidence as he/she deems relevant.
- (c) Written evidence, as listed in 11.1.12 and 11.1.13 above, shall be made available to the Candidate one week before the initial Department meeting to consider the application. This does not preclude the Department from examining additional evidence, written or oral, including letters of reference and such evidence, if negative in character, shall be summarized to the Candidate in a draft report (see paragraph (e) below). The Candidate shall be invited to respond to this report.
- (d) The Department shall maintain a record of attendance, appearances and decisions, and a dossier of all documents consulted.
- (e) The Department shall prepare a written draft of its report and shall communicate the draft and the date on which it intends to make its final recommendation to the Candidate to provide an opportunity for response by him/her before such date.
- (f) The Chairperson shall transmit, in writing, the Department's final report, recommendation, and detailed statement of reasons for its judgement, to the appropriate Dean, the Academic Vice-President as chairperson of the University Review Committee, and the candidate. The Chairperson shall also submit to the Dean, for transmission to the Academic Vice-President, copies of all documentary evidence presented to and considered by the Department.
- (g) In the event a Department Chairperson is being assessed, the Department shall elect a substitute Chairperson who will preside over Departmental proceedings concerned exclusively with the assessment of the Chairperson and perform such other duties in connection with the Department's consideration of the case as would ordinarily be undertaken by the Department Chairperson.
- (h) Student participation in the Departmental assessment shall be determined by the policies in force at the commencement of this Agreement.

**11.1.31 The Role of Dean{ XE "The Role of Dean" }**

- (a) The Dean shall prepare a written assessment of the candidate, including a recommendation concerning renewal, tenure and/or promotion.
- (b) In making his/her recommendation, the Dean shall take into account the material considered by the Department in preparing its assessment and the Department's recommendation. The Dean's assessment and recommendation may be prepared in consultation with the Department Chairperson after the Department's recommendation has been submitted.

- (c) A copy of the Dean's assessment and recommendation shall be made available to the candidate normally within two (2) weeks of the Department's final report, but in no case later than one week before the University Review Committee is scheduled to review the case. The candidate shall be provided an opportunity to respond in writing to the Dean's recommendation and to submit a copy of this response to the University Review Committee.

**11.1.40 University Review Committee{ XE "University Review Committee" }**

- (a) There shall be a University Review Committee which shall review the qualifications and performance of all Faculty Members being considered for renewal, promotion or tenure. The Committee shall consist of the Academic Vice-President or his/her designate, who shall be the chairperson and have a vote; one (1) Dean from the Faculty of Arts, Commerce or Science other than that of the candidate under consideration, to be appointed by the Employer; three (3) Faculty members with one from each of the Faculties of Arts, Commerce and Science to be elected under the auspices of the Senate each year in April as provided in paragraph (b) hereof. In the case of a candidate being considered for promotion to the rank of Professor, at least two members of the University Review Committee shall be Faculty Members holding the rank of Professor drawn as necessary from a panel elected under the auspices of Senate. If no vacancy exists on the Committee through the operation of Article 11.1.40(c), these members (i.e., panel members holding the rank of Full Professor) shall replace the regular members elected to the Committee that year with the lesser plurality.
- (b) Election of Faculty Members shall take place annually in the spring term no later than April 15, and the results shall be made known to the members of the Committee, the President of the University and the President of the Union no later than April 30. The election of Faculty Members shall produce:
  - i) a panel of not less than six tenured Faculty members with at least two from each of the Faculties of Arts, Science and Commerce. The Faculty member in each Faculty receiving the highest number of votes shall sit as a regular member of the Committee for a two year period and the remaining faculty members shall serve as alternates in order of plurality;
  - ii) A panel of six Professors (no more than two being drawn from each of the Faculties of Arts, Commerce and Science) who shall serve for a two year period, as may be required, in order of plurality on the University Review Committee for the purpose of considering candidates for promotion to the rank of Professor. Members of this panel may also serve as alternates

to elected members of the committee in those circumstances when alternates elected under 11.1.40(b)ii) are not available.

- (c) In no case, however, shall any Faculty Member sit on the Committee during the year in which he or she has applied for promotion or tenure. Additionally, in no case shall any Faculty Member sit on the Committee to review the case of any member or his/her Department.
- (d) In considering a Candidate for accelerated promotion, or for promotion to the rank of Professor, the Committee shall hold a formal hearing, as defined in Article 11.1.44.
- (e) Faculty vacancies on the Committee shall be filled with faculty members elected to the panel to act as alternates according to the order of plurality.

**11.1.41 Union Observer{ XE "Union Observer" }**

The Union shall have the right to appoint a member of the bargaining unit to be present as an observer at all meetings of the University Review Committee. The Observer may not participate in any manner in the deliberations of the Committee but shall have the right to communicate his/her observations to the chairperson between meetings or, if deemed necessary, to request a recess in the proceedings of a given meeting for the purpose of communicating with the Chairperson of the Committee. The Observer shall receive a copy of the recommendations of the Committee sent to the President pursuant to Article 11.1.45.

**11.1.42**

The University Review Committee shall review all departmental recommendations on renewal of appointment, promotion or tenure. In so doing, it shall take into account the criteria set out in 11.1.14 above, and other provisions of the Agreement pertinent to renewal, promotion or tenure.

The Committee shall have available to it:

- (a) The documentary evidence presented to and considered by the Department.
- (b) The Department's final report, recommendation, and detailed statement of reasons for its judgement, submitted in writing by the Department Chairperson.
- (c) The Dean's assessment of the Candidate and, if applicable, the candidate's response to this assessment.

The committee shall:

- (a) Arrive at a decision either by secret ballot or open vote. A tie vote shall be considered as a negative decision.

- (b) Maintain a record of attendance, appearances and decisions, and a dossier of all documents consulted; and
- (c) Provide the Candidate, through its Chair, with a written outline of its concerns, and invite the candidate's response before arriving at a negative decision.

#### **11.1.43**

In reviewing a candidate for renewal of appointment, promotion or tenure, the University Review Committee may either concur with the Department's recommendation or conduct a formal hearing on the candidacy. Upon the request of the Dean or the Candidate, or in the case of candidates for accelerated promotion or for the rank of Professor (see 11.1.40 (d) above), a formal hearing is mandatory.

#### **11.1.44**

In conducting a formal hearing, the University Review Committee shall adhere to the procedures defined in 11.1.42 and:

- (a) Consider evidence which is additional to that defined in Article 11.1.42, including additional evidence presented by the Candidate, Chairperson, Dean, and/or Academic Vice-President;
- (b) Invite the Candidate to appear before it on his/her own behalf and to present relevant evidence; and
- (c) Call other witnesses as required.

The Candidate shall be given copies of all additional, written evidence that may have been submitted to the Review Committee through Article 11.1.44(a) above. The Candidate shall be given an opportunity to respond to this additional evidence.

#### **11.1.45**

The University Review Committee shall, through its Chairperson, submit its written recommendation to the President, together with the reasons for the recommendation, and provide copies to the Candidate, Chair of the Department, Dean of the Faculty and the Union Observer.

The President will also receive copies of the minutes of all meetings of the University Review Committee at which the Candidate was discussed, together with all other material provided to the Committee.

#### **11.1.46**

In the event the President rejects a positive recommendation of the University Review Committee, he or she shall communicate his or her written reasons to

the Committee and the Candidate and shall meet with the Committee and the Candidate to discuss these reasons. Following this meeting, the Committee shall make a final recommendation. If this final recommendation is positive and the President again rejects it, he or she shall communicate his or her final decision, and the reasons on which that decision is based, to the Committee and the Candidate along with a copy of the recommendation outlined in Article 11.1.45. At the request of the affected Faculty Member, the matter shall be submitted to an arbitration board as outlined in Article 22.0 within ten (10) days of receiving the recommendation.

#### **11.1.47**

In the event the President rejects a negative recommendation from the University Review Committee, he or she shall communicate his or her written reasons to the Committee and shall meet with the Committee to discuss these reasons. Following this meeting, the Committee shall make its final recommendation. If this final recommendation is negative and the President again rejects it, he or she shall communicate his or her final decision, and the reasons on which that decision is based, to the Committee and the Candidate along with a copy of the recommendation outlined in Article 11.1.44(g). At the request of the University Review Committee, the matter shall be submitted directly to an arbitration board as outlined in Article 22.0 within ten (10) days of receiving the President's final decision.

#### **11.1.48**

In the case of the President accepting a negative recommendation from the University Review Committee, the President's decision shall be final except in tenure and renewal cases where either the Dean's and/or Department's recommendation is positive. In such cases the Faculty Member may submit the matter directly to an arbitration board as outlined in Article 22.0 within ten (10) days of receiving a copy of the President's decision.

#### **11.1.49 Decisions on Renewal, Promotion or Tenure{ XE "Decisions on Renewal, Promotion or Tenure" }**

The President shall communicate his/her decision on the renewal of appointment, promotion or tenure in writing to the Candidate and the appropriate Department Chairperson and Dean within fifteen (15) days of receiving the recommendation of the University Review Committee, unless prevented from doing so by absence from the campus or illness.

#### **11.1.50**

If the final decision on tenure is that it be denied, the Candidate shall be offered a one year terminal contract. If the decision on tenure is to be deferred (see 11.1.22(c)ii) above), an extension of the existing probationary appointment shall, if necessary, be granted to the Candidate. If the decision

has been delayed because of an arbitration hearing, an extension of the existing probationary appointment shall, if necessary, be granted to the candidate to provide at least one full calendar year of employment, or salary in lieu thereof, following the final decision of the Arbitration Board. This period of employment may be extended at the employer's option to allow the Candidate to complete any current teaching assignments.

### **11.1.51**

The Employer's decisions respecting renewal of appointment, promotion and tenure shall be in accordance with Article 11.1.49 and the following schedule:

- (a) Renewal of Appointment: no later than January 1 of the Academic Year during which the appointment terminates.
- (b) Promotion: no later than May 1 of the Academic Year preceding the possible date of promotion.
- (c) Tenure: no later than June 1 of the Academic Year preceding the year during which the appointment terminates.
- (d) Notwithstanding the schedule above the President shall be allowed no fewer than ten (10) days to render a decision once he receives a recommendation and documentation from the University Review Committee.

## **11.2 PROMOTION, SENIORITY AND PERMANENCE - PROFESSIONAL LIBRARIANS{ XE "PROMOTION, SENIORITY AND PERMANENCE - PROFESSIONAL LIBRARIANS" }**

### **11.2.10**

Promotion is in no sense automatic. A Professional Librarian shall ordinarily meet the requirements of a higher rank before becoming eligible for that rank and he/she must demonstrate a standard of excellence appropriate to the rank sought.

### **11.2.11**

The general criteria to be used for promotion consideration for all full-time Professional Librarians shall be as follows:

- (a) Job performance with an emphasis on demonstration of judgement, initiative, and the ability to communicate and interact effectively;
- (b) Competent fulfilment of the duties and responsibilities of the librarian's position;

- (c) Ability to work constructively with other library staff and in the interest of the Library and the University in general;
- (d) Service to the University and the profession;
- (e) Practical experience and credentials including professional qualifications, degrees, special studies and honours.

#### **11.2.12**

The rank qualifications as outlined in Article 12.2 are not exhaustive but will serve only as a general guideline in classifying present Professional Librarians and appointing and promoting these members of the Union within the classification of Professional Librarian.

#### **11.2.13**

After ordinarily meeting the specified qualifications in each rank and upon providing proof of those qualifications appropriate to a higher rank, Professional Librarians will be eligible for consideration for promotion. There may be accelerated promotion if warranted in the Employer's judgement.

#### **11.2.14**

A Professional Librarian who feels he/she meets the qualifications of a higher rank shall submit to the University Librarian, in writing no later than January 1st, a request for promotion stating his/her reasons with supporting documentation. The University Librarian shall acknowledge the promotion request within ten (10) days after receiving such a request.

#### **11.2.15**

Within ten (10) days after receiving the request, the University Librarian shall inform all Professional Librarians that a request for promotion has been made. The University Librarian will make available the supporting documentation provided by the applicant. Each Professional Librarian, if he/she chooses to comment, must do so in writing to the University Librarian within ten (10) days after receiving notification of the request for promotion.

#### **11.2.16**

Within thirty (30) days after acknowledging receipt of a promotion request, the University Librarian shall assemble the Promotion Review Committee and make available to each member of that committee a copy of the applicant's request for promotion, a copy of the supporting document supplied by the applicant, and a copy of the Collective Agreement. As well, the University Librarian will make available to the candidate, without attribution, copies of

all documentation and correspondence provided to the Promotion Review Committee.

#### **11.2.17**

The Promotion Review Committee shall be comprised of the University Librarian as Chair, one Professional Librarian member of the Union appointed by the Professional Librarians, one Faculty Member appointed by the Union, a Dean appointed by the University, and a Professional Librarian outside the Saint Mary's University community but within Nova Scotia, appointed by the University in consultation with the four (4) internal Promotion Review Committee members. No Professional Librarian who wishes to be a candidate for promotion shall serve on the Committee to hear an application for promotion during the year in which his/her application is made. The Union shall have the right to appoint a member of the bargaining unit to be present as an observer at all meetings of the Promotion Review Committee. The Observer may not participate in any manner in the deliberations of the Committee but shall have the right to communicate his/her observations to the Chairperson between meetings or, if deemed necessary, to request a recess in the proceedings of a given meeting for the purpose of communicating with the Chairperson of the Committee. The Observer shall receive a copy of the recommendations of the Committee sent to the Academic Vice-President pursuant to Article 11.2.18.

#### **11.2.18**

- (a) The Promotion Review Committee shall meet to review and discuss the documents outlined in 11.2.16, within twenty (20) days of the selection of the Professional Librarian from outside Saint Mary's community.
- (b) The Promotion Review Committee shall meet with the Candidate for promotion within five (5) days after the meeting outlined in 11.2.18(a), in order to provide the Candidate with the opportunity to present relevant evidence and to detail his/her reasons for promotion. The Promotion Review Committee will take into consideration the written comments of the Professional Librarians combined with other criteria.
- (c) The Promotion Review Committee shall maintain a record of attendance, appearances and decisions, and a dossier of all documents consulted. Before arriving at a negative decision, the Committee shall, through its Chair, provide the Candidate with a written outline of its concerns, and invite the candidate's response.
- (d) The Promotion Review Committee will forward its recommendation, whether positive or negative, to the Academic Vice-President and the Candidate within ten (10) days of their meeting with the candidate.

- (e) In the event of a positive recommendation by the Promotion Review Committee, the Academic Vice-President will accept the recommendation of the Committee and promote the Candidate. The Academic Vice-President shall communicate his decision in writing to the Candidate within ten (10) days of receipt of the Promotion Review Committee's recommendation, unless prevented from doing so due to absence from campus or due to illness.
- (f) In the event of a negative recommendation by the Promotion Review Committee, the Academic Vice-President will notify the Candidate of this decision, in writing, within ten (10) days of receipt of the Promotion Review Committee's recommendation, unless prevented from doing so due to absence from campus or due to illness. The Candidate may appeal the negative decision to the Academic Vice-President. Within twenty (20) days of receipt of the appeal, the Academic Vice-President will meet with the Candidate and render a final decision to the Candidate.
- (g) In the case of a negative decision, the written communication of the Academic Vice-President shall include reasons for refusal and shall specify the criteria which are not met.

**11.2.19**

Ordinarily, promotions shall take effect on September 1st of each year.

**11.2.20**

Seniority shall mean continuous compensated service in the employ of the Employer. For Professional Librarians holding probationary appointments as defined in Article 10.2.60 at the conclusion of the probationary period, the member's seniority will revert to his/her hiring date.

**ARTICLE 12.0 RANK/CLASSIFICATION{ XE "RANK/CLASSIFICATION" \B }**

**12.1 RANK - FACULTY MEMBERS{ XE "RANK - FACULTY MEMBERS" }**

Academic ranks shall be designated and distinguished as follows for all full-time Faculty Members. In determining rank, due consideration shall be given to practical experience, the relevant merits of academic degrees and professional qualifications:

**12.1.10 Lecturer{ XE "Lecturer" }**

A Lecturer is a member of a Faculty of the University who shall have the following minimum qualifications:

- (a) A master's degree or professional accreditation equivalent to a master's degree, or considerable work leading to a doctoral degree; or, professional study and experience deemed the equivalent of a master's degree.
- (b) Aptitude for teaching university students.

**12.1.11 Assistant Professor{ XE "Assistant Professor" }**

An Assistant Professor is a member of a Faculty of the University who shall ordinarily have the following minimum qualifications:

- (a) A doctoral degree;
- (b) Aptitude for teaching university students.

The doctoral requirement may be waived if the Candidate has a record of suitable teaching, scholarship as defined in Article 1.1(n); or, in lieu of such a record, has professional qualifications and experience to enable him/her to make an appropriate academic contribution to the University.

**12.1.12 Associate Professor{ XE "Associate Professor" }**

An Associate Professor is a member of a Faculty of the University who shall ordinarily have the following minimum qualifications:

- (a) A doctoral degree;
- (b) Successful experience in university teaching;
- (c) A significant record of scholarship as defined in Article 1.1(n).
- (d) A satisfactory record of service to the University, the profession, and the community, as defined in article 8.4.12 and 11.1.14.

**12.1.13 Professor{ XE "Professor" }**

- (a) A professor is a member of the Faculty of the University who:
  - (i) has achieved recognition as an outstanding scholar combined with a record of very good teaching and has a satisfactory record of service to the University, the profession, and the community, as defined in articles 8.4.12 and 11.1.14;

or

- (ii) has distinguished him/herself as an outstanding teacher combined with a record of very good scholarship and has a satisfactory record of service to the University, the profession, and the community, as defined in articles 8.4.12 and 11.1.14;
- (b) A Faculty Member may qualify for promotion to the rank of Professor if the Faculty Member has achieved an outstanding record of service to the University, the profession, and the community, as defined in Articles 8.4.12 and 11.1.14, and also has established a very good record of both teaching and scholarship. Extensive involvement in administrative work does not by itself constitute outstanding academic service.

## **12.2 RANK - PROFESSIONAL LIBRARIANS{ XE "RANK - PROFESSIONAL LIBRARIANS" }**

The following specific criteria for different ranks shall apply:

### **12.2.10 Librarian I{ XE "Librarian I" }**

A Librarian I shall have a master's degree in Library Science or its equivalent as a minimum qualification.

### **12.2.11 Librarian II{ XE "Librarian II" }**

A Librarian II, in addition to meeting the qualifications of Librarian I, shall ordinarily have three (3) years of successful relevant experience as a Professional Librarian and evidence of professional development.

### **12.2.12 Librarian III{ XE "Librarian III" }**

A Librarian III, in addition to meeting the qualifications of Librarian I, shall ordinarily have seven (7) years of successful relevant experience as a Professional Librarian and evidence of on-going professional development.

### **12.2.13 Librarian IV{ XE "Librarian IV" }**

A Librarian IV, in addition to meeting the qualifications of Librarian I, shall ordinarily have twelve (12) years of successful relevant experience as a Professional Librarian and evidence of significant professional development and evidence of administrative and/or organizational ability.

### **12.2.20**

For the purposes of this Article, professional development includes such things as research; publication; presentation at professional conferences; participation at a responsible level in library organizations; service on committees within the University; completing courses, workshops or seminars; and receiving additional degrees, diplomas and/or certificates.

## **ARTICLE 13.0**

# **DEPARTMENT CHAIRPERSONS, DIRECTORS OF DIVISIONS, PROGRAMME COORDINATORS AND ASSOCIATE DEANS - FACULTY{ XE "DEPARTMENT CHAIRPERSONS, DIRECTORS OF DIVISIONS, PROGRAMME COORDINATORS AND ASSOCIATE DEANS - FACULTY" \B }**

### **13.1.10 Department Chairpersons' Responsibilities{ XE "Department Chairpersons' Responsibilities" }**

- (a) The Chairperson is “primus inter pares” in an academic department, provides academic and administrative leadership within the Department, represents the Department to other areas of the University, and works to achieve, in cooperation with the Department, Dean and other bodies of the University, progress and development in all matters affecting the academic life of the Department, the Faculty and the University. In representing the Department, the Chairperson will put forward the view of the Department.
- (b) Although responsible for communication, organization and administration within the Department, the Chairperson remains a scholar for whom teaching and research are also fundamental responsibilities.
- (c) Basic departmental policy, developed within the framework of Faculty and University policies, will be established and approved by the Department. The Chairperson shall execute such policies and be responsible administratively to the Dean.
- (d) In keeping with the concept of 'primus inter pares' the Chairperson shall make available to Department members all information relevant to the organization, administration and representation of the Department.

### **13.1.11**

The Chairperson shall exercise the following particular responsibilities:

- (a) Initiate and formulate departmental academic policies, and the planning and development of academic programs;
- (b) Supervise generally the programs and progress of students in the Department; organize and oversee departmental advising aimed at providing students with timely and accurate academic advice with respect to course selection and fulfilment of program regulations;

- (c) Provide feedback on annual reports to probationary faculty in accordance with 10.1.12(b);
- (d) Advise faculty colleagues, where appropriate, on their professional growth in teaching, research and service;
- (e) Make known and carry out University policies as formulated by the Employer, Senate or Faculty as they affect the Department; and assist the Dean in resolving cases where such policies are not followed.
- (f) Meet annually with the Dean to review the operation of the Department.
- (g) Prepare, in consultation with Department colleagues, proposed course offerings and submit these to the Dean for review by the deadline stipulated by the Academic Vice-President. Where the Dean has concerns with the proposed course offerings, the Dean shall refer the proposed course offerings back to the Chair for further consideration and consultation with the Department in light of the concerns. The Chair shall then submit an updated set of proposed offerings, including any revisions, to the Dean for approval;
- (h) Prepare, in consultation with department colleagues and the Dean, an allocation of teaching responsibilities (no change is to be made in this allocation without the knowledge and consent of the Department): with the exception of teaching assignments for new Faculty Members the final allocation shall be made known to all concerned at least ninety (90) days before the commencement of the Academic Year in which the assignments will take effect. The ninety (90) day notice period above shall not apply when a course has to be cancelled according to the provisions of 13.1.11(k). In such a situation the Faculty Member will be given an appropriate replacement assignment by the Chairperson in consultation with the Dean, Department and Faculty Member;
- (i) Advise Department members including part time faculty of their teaching, research and other responsibilities, and bring to the attention of a colleague any reported allegations of neglect of such responsibilities within thirty (30) days of any such allegations having been made.
- (j) Initiate recommendations relating to departmental appointments, renewals, promotions or tenure in accordance with provisions of the Agreement;
- (k) Advise the Department and Dean of courses or sections of courses which may have to be cancelled for lack of instructors or students: the decision to cancel courses shall rest with the Dean;
- (l) Prepare budget estimates for departmental approval and administer authorized budgets;

- (m) Facilitate appropriate student involvement in the affairs of the Department;
- (n) Call and chair meetings of the Department at least four times during the Academic Year with at least two held each semester, at which meetings the Chairperson shall have a vote.
- (o) Communicate on a regular basis with part-time faculty, who may elect a representative to attend departmental meetings.

### **13.1.20 Appointment{ XE "Appointment" }**

A Nominating Committee shall be established, composed of:

- (a) Three members of the Department or, where this is impossible, of cognate departments, who hold the rank of Assistant Professor or higher, to be elected by the Department; at least one of these members shall be tenured;
- (b) One tenured Faculty Member from outside the Department, to be elected by the Faculty;
- (c) One fourth-year, honours, or graduate student concentrating in a discipline within the department, to be chosen by the Dean.
- (d) The Dean of the Faculty, who shall be Chairperson and have a vote.

### **13.1.21**

The Chairperson shall be appointed for a period of three (3) to five (5) years according to the procedures described below:

- (a) If there is a vacancy at the appropriate level in the Department at the time a Chairperson is sought, the Nominating Committee shall advertise the position nationally in suitable media, except in the case where the Academic Vice-President decides after consultation with the Dean and the Department that the initial search shall be restricted to internal Candidates.
- (b) The Committee shall examine the dossiers of all candidates and draw up a short list for interview. Members of the Department shall be given an opportunity to meet any external candidates who are brought in for interview.
- (c) Before finally determining upon its nomination, the Committee through its Chairperson shall ascertain that the nominee is acceptable to the majority of the members of the Department.
- (d) The Nominating Committee shall submit its nomination to the Academic Vice-President who, in turn, shall make a recommendation to the

President. The decision on the appointment shall be made by the President.

- (e) Approval of any external candidate as Chairperson is contingent upon his/her appointment as a Faculty Member according to Article 10.1.
- (f) A chairperson shall not normally take a sabbatical during his/her term. When this results in the deferral of a sabbatical, the provisions of Article 19.3.20 (c) (vi) shall apply, except in the case of leave of absence in recognition of administrative service as provided for in Article 19.11.

#### **13.1.22**

- (a) An incumbent Chairperson may be reappointed by a recommendation from the department based on a majority vote of its members.
- (b) The Department shall submit its recommendation to the Dean. The Dean shall forward this recommendation to the Academic Vice President with his/her own recommendation. The decision on the appointment shall be made by the Academic Vice President. In the event the Academic Vice President does not accept the Department's recommendation, the Department may refer the matter to the President, whose decision shall be final.
- (c) In the event that a Department does not recommend the reappointment of an incumbent Chairperson, a Nominating Committee shall be established according to Article 13.1.20.

#### **13.1.23**

The Department may elect an Acting Chairperson by majority vote for a term no longer than one year only under the following circumstances:

- (a) Where the nominating process has failed to result in the appointment of a Chairperson;
- (b) In exceptional cases, where the Chairperson is on sabbatical or other approved leave.

The Department's recommendation shall be forwarded to the President through the Dean and the Academic Vice-President. In cases where the Chairperson or Acting Chairperson is on vacation or away from campus for a period of up to 20 days, the Chairperson or Acting Chairperson shall designate a Department member to act as Chair.

#### **13.1.24**

When a Chairperson, who is not being reappointed, goes on sabbatical or other approved leave during the final year of an appointment or reappointment, the term as Chairperson shall expire with commencement of

the leave. When a Chairperson, who is being reappointed, goes on sabbatical or other approved leave during the final year of an appointment or reappointment, the term as Chairperson shall continue and an Acting Chairperson shall be appointed for the term of the leave.

**13.1.40 Recall of Department Chairperson{ XE "Recall of Department Chairperson" }**

- (a) A two-thirds majority decision of the Faculty Members in the Department, determined by secret ballot, shall constitute a recall of the Department Chairperson.
- (b) In the case of a Chairperson failing to fulfill his/her responsibilities as defined in Article 13.0, the Dean may recommend to the Department that the Chairperson be recalled. The Dean shall accompany this recommendation with his/her reasons in writing. The Department shall respond to the Dean in twenty (20) days stating whether a majority of the Department agrees or disagrees with the Dean's assessment of the Chairperson.
  - i) If two-thirds of the Department as determined by secret ballot agrees with the Dean's recommendation, this vote shall constitute recall of the Chairperson under Article 13.1.40(a).
  - ii) If less than two-thirds of the Department as determined by secret ballot agree with the Dean, both the Dean's recommendation and Department's recommendations shall be forwarded to the Academic Vice-President who shall in turn make a recommendation to the President. The decision with respect to the recall shall rest with the President.
- (c) Recall of a Chairperson shall be followed by the procedures for appointment set out above.

**13.1.50 Directors of Divisions{ XE "Directors of Divisions" }**

The Director of a Division shall be appointed in the same manner as a Chairperson, the members of the Division acting as a Department. The Director of a Division shall exercise those responsibilities of a Department Chairperson as specified in Article 13.0 consistent with established past practice appropriate to the operations of the Division. It is also recognized, however, that the Director of a Division has additional responsibilities and is responsible to the Dean for the supervision and administration of degree, diploma and/or certificate programmes.

**13.1.60 Programme Coordinators{ XE "Programme Coordinators" }**

Programme Coordinators are responsible for the integration, planning and development of the appropriate course offerings which constitute the program

and which may involve several Departments. They are to pursue the development of their programmes in consultation with the appropriate Deans and Chairpersons. They are administratively responsible to the Dean of the Faculty under whose auspices the programme is offered.

#### **13.1.61**

Programme Coordinators shall exercise the following particular responsibilities:

- (a) Initiate, formulate and recommend academic policies relating to the programme;
- (b) Supervise generally the progress of students engaged in the programme; organize and oversee programme advising aimed at providing students with timely and accurate academic advice with respect to course selection and fulfilment of programme regulations;
- (c) Advise students engaged in the programme and approve their course selections;
- (d) Make known and carry out University policies as formulated by the University, Senate or Faculty as they affect the programme; and assist the Dean in resolving cases where such policies are not followed;
- (e) Prepare budget proposals for the programme and administer authorized budgets;
- (f) Call and chair meetings of the Faculty Members teaching in the programme as required and at such meetings they shall have a vote.

#### **13.1.62**

Programme Coordinators remain scholars for whom teaching and research are fundamental responsibilities.

#### **13.1.63**

Programme Coordinators shall be appointed as prescribed in Articles 13.1.20, 13.1.21, and 13.1.22 and may be recalled as prescribed in Article 13.1.40 except that, for the purpose of appointing or recalling a Programme Coordinator, the full-time Faculty Members holding appointments or cross-appointments (per Articles 10.1.24 and 10.1.25) in the Programme shall be considered to be the "Department". In carrying out its work, the Nominating Committee shall consult with the Dean of Graduate Studies and Research, where the programs involve graduate students.

### **13.1.65**

In a case where a permanent Programme Coordinator is not available or cannot be obtained due to circumstances as defined in Article 13.1.23, the Department may elect an Acting Program Coordinator by majority vote for a term of no longer than one (1) year, failing which the Dean may appoint a Faculty Member to fill the position or may assume the position himself/herself for a term of no longer than one (1) year. The Department's recommendation on an Acting Programme Coordinator or advice that no Acting Coordinator is available should be forwarded to the President through the Dean and the Academic Vice-President.

### **13.1.70 Associate/Assistant Deans{ XE "Associate/Assistant Deans" }**

#### **13.1.71**

Associate/Assistant Deans shall exercise those responsibilities assigned by the Dean, which are appropriate to the operations of the Faculty. While the Associate/Assistant Dean is responsible to the Dean for the supervision and administration of degree, diploma and/or certificate programmes, he/she remains a scholar for whom teaching and research are fundamental responsibilities.

### **13.1.72 Appointment{ XE "Appointment" }**

- (a) At the request of the Dean, a Nominating Committee shall be established composed of: three members of the Faculty who hold the rank of Assistant Professor or higher, to be elected by the Faculty, and at least one of these members shall be tenured; one fourth-year, honours or graduate student concentrating in a discipline within the Faculty, to be chosen by the Dean; and the Dean.
- (b) The Dean shall chair the committee and have a vote.

#### **13.1.73**

The Associate/Assistant Dean shall be appointed for a period of three (3) to five (5) years, with eligibility for re-appointment for one additional term, according to the procedures described below:

- (a) The Nominating Committee shall advertise the position internally.
- (b) The Committee shall examine the dossiers of all candidates and draw up a short list for interview.
- (c) The Nominating Committee shall schedule a meeting between any short-listed candidates and Members of the Faculty, following which it shall solicit the views of the Members of that Faculty on the suitability of the candidates for the position.

- (d) The Nominating Committee shall submit its nomination to the Academic Vice-President. Should the Dean question the Nominating Committee's recommendation, the Dean may make a separate report and forward it on with the Nominating Committee's recommendation to the Academic Vice-President.
- (e) The Academic Vice-President shall make a recommendation to the President.
- (f) The decision on the appointment shall be made by the President.
- (g) An Associate/Assistant Dean shall not normally take a sabbatical during his/her term. When this requirement results in the deferral of a sabbatical, the provisions of Article 19.3.20(c)(vi) shall apply, except in the case of leave of absence in recognition of administrative service as provided for in Article 19.11.

#### **13.1.74**

An incumbent Associate/Assistant Dean may be reappointed for a second term by a recommendation of the Dean, in consultation with the Faculty Executive, and the approval of the Academic Vice President and the President.

#### **13.1.75**

In cases where the Associate/Assistant Dean is on vacation or away from campus for a period of up to 20 days, the Dean may designate a Faculty member to act as Associate/ Assistant Dean.

#### **13.1.76 Recognition{ XE "Recognition" }**

In addition to an honorarium, the Academic Vice-President shall grant a reduction in teaching duties appropriate to the Associate/Assistant Dean's responsibilities.

#### **13.1.80**

A Faculty Member may normally serve in only one of the following positions at the same time: Program Coordinator, Director of a Division, Assistant or Associate Dean and Department Chairperson.

## **ARTICLE 14.0 COUNCILS{ XE "COUNCILS" \B }**

### **14.1 FACULTY COUNCIL{ XE "FACULTY COUNCIL" }**

#### **14.1.10**

- (a) There shall be a Faculty Council for each of the Faculties of the University (see Article 1.1(f)) composed of all the Faculty members employed in that Faculty or in the case of the Faculty of Graduate Studies and Research all full-time faculty members. The Dean of the Faculty shall be chairperson and have a vote.
- (b) The functions of the Faculty Council shall be to consider all matters of general academic interest to that Faculty and specifically to consider, amend and formally approve additions or amendments to the academic programs of the Faculty, prior to their being considered by the appropriate academic bodies of the University.
- (c) The Faculty Council shall meet at least once a Semester.
- (d) Each Faculty Council shall draw up a constitution governing its operation, which prior to promulgation thereof shall be subject to approval of the full Board of Governors of the University.

#### **14.1.11 Executive of the Faculty Council{ XE "Executive of the Faculty Council" }**

- (a) The Chairpersons of the Department in a Faculty or their designates, such other members as specified in the constitution of that Faculty, and the Dean of that Faculty shall constitute the Executive of the Faculty Council. The Dean shall be chairperson of the Executive and have a vote.
- (b) The functions of the Executive shall be to formulate proposals on additions or amendments to the academic programs of the Faculty for submission to the Faculty Council.
- (c) Minutes of executive meetings shall be kept and circulated to members of the Executive, who, in turn, shall make them available to Faculty Members.

### **14.2 LIBRARY COUNCIL{ XE "LIBRARY COUNCIL" }**

#### **14.2.10**

A Library Council consisting of the University Librarian, who shall be an ex-officio member and chairperson of the Council, and all Professional Librarians shall meet at least monthly during September through May

inclusive, and once from June through August to consider matters relating to the general welfare and functioning of the Library.

**14.2.11**

At the first meeting of the Council each academic year, a secretary shall be elected from the Librarian members to record the minutes of meetings and to assist in the preparation of agendas.

**14.2.12**

Agendas shall be prepared by the University Librarian in consultation with the secretary of the Council and sent to members at least two days prior to a Council meeting.

**14.2.13**

Additional meetings may be called at any time by the University Librarian or on written request by a majority of members of the Library Council.

**14.2.14**

Recommendations of the Library Council shall be considered by the University Librarian in making decisions relating to the general welfare and functioning of the library.

**ARTICLE 15.0 WORKING CONDITIONS AND MISCELLANEOUS PROVISIONS{ XE "WORKING CONDITIONS AND MISCELLANEOUS PROVISIONS" \B }**

**15.1 WORKING CONDITIONS - FACULTY MEMBERS{ XE "WORKING CONDITIONS - FACULTY MEMBERS" }**

**15.1.10**

- (a) A Faculty Member's appointment, except as provided for in 10.1.10 (c) and (d), shall be on a full-time yearly basis from September 1 to August 31 of the following year inclusive. Although he/she shall not be obliged to be at the University outside the Academic Year, it is agreed that the Faculty Member, as a professional academic, will undertake research, study, or professional activities whenever he/she is not engaged in teaching or other administrative duties, whether during the Academic Year or outside it, excepting for a vacation period of one month.

- (b) A Faculty Member shall be deemed to have repudiated his/her appointment and thereby terminated his/her rights under the Agreement if:
  - i) He/she engages in full-time employment outside the University without the President's prior written consent, or
  - ii) He/she is absent from his/her classes for ten (10) consecutive days or more without leave or permission from the President excepting in circumstances beyond his/her control.
  - iii) He/she is absent from his/her classes for five (5) or more consecutive days during summer school without leave or permission from the President excepting in circumstances beyond his/her control.

**15.1.11 Standard Daily Hours{ XE "Standard Daily Hours" }**

- (a) Classes taught by a Faculty Member shall be scheduled to begin no earlier than 8:30 a.m. and no later than 4:30 p.m., unless it is the expressed wish of the Faculty Member and his/her Department Chairperson that the class be scheduled to begin outside these hours.
- (b) A Faculty Member's classes shall not be scheduled consecutively on any given day excepting with the employee's consent.

**15.1.12 Standard Teaching Load{ XE "Standard Teaching Load" }**

- (a) In order to promote scholarship within the University the standard teaching load for each full-time Faculty Member shall normally be 2.5 full year credit courses or equivalent.

Notwithstanding 15.1.12(a), a faculty member appointed under 10.1.10(c)iv) shall have a teaching load of 3.0.

The standard teaching load for each full-time faculty member shall normally be 2.0 full year courses during the first year of their first probationary appointment.

- (b) Notwithstanding 15.1.12(a) a Faculty Member may elect a standard teaching load of 3.0 full year credit courses or equivalent by notifying the Department Chairperson.
- (c) The standard teaching load for Faculty Members who do not demonstrate a level of scholarship appropriate for their discipline and rank will be increased to 3.0 full year credit courses or equivalent. The Dean, in consultation with the Chairperson, shall assess the Faculty Member's scholarship for a two year period immediately preceding the academic year in which the 3.0 teaching load is to take effect. Any such

increase shall be in effect until the faculty member applies for reinstatement of the 2.5 teaching load and the Dean and the Department support reinstatement. The Union shall be notified of all Faculty Members who have received an increase in their standard teaching load.

- (d) In those cases where the teaching load has been increased to 3.0 full year credit courses or equivalent, and in those cases where the Dean and Chairperson disagree on the reinstatement of a 2.5 full year credit courses or equivalent teaching load, such cases shall be referred to the University Review Committee. Based solely on an assessment of the Faculty Member's Annual Reports, the Dean in consultation with the Department Chair, shall make a recommendation to the University Review Committee; the University Review Committee will review the case and make a recommendation to the President who shall make the final decision. In cases where the Dean and the Chairperson disagree, the Chairperson shall also submit a recommendation to the University Review Committee. All procedures of the University Review Committee specified in this Collective Agreement must be followed, including but not limited to, the provision of copies of the Dean's recommendation and the right of the Faculty Member to respond to that recommendation.
- (e) For operational reasons Faculty Members may be requested or required to bank up to 0.5 credits for a maximum of one year. For greater clarity this means that a Faculty Member with a teaching load of 2.5 may be required to teach a 3.0 full year credit courses or equivalent teaching load in an academic year which would be followed by a 2.0 full year credit courses or equivalent teaching load in the subsequent year. Faculty Members may bank up to 0.5 credits for a maximum of one year. Any banked credits must be used in the academic year following that when the banking occurred unless the Faculty Member is on an approved leave, in which case the banked credit shall be used upon the Faculty Member's return.
- (f) Notwithstanding Article 15.1.11(a) a Faculty Member may be assigned to teach a total of 0.5 credits during the academic year in courses which are scheduled to start later than 4:30 p.m. to accommodate the normal standard teaching load of 2.5 credit courses or equivalent. A Faculty Member who has elected or been assigned a teaching load of 3.0 credit courses under 15.1.12(b) may not be required to teach any course that starts later than 4:30 p.m.
- (g) The Union and Employer worked cooperatively to provide for an orderly transition from a 3-3 workload to a 3-2 workload and shall continue to do so. Such cooperation shall include, but not be limited to, a review of class sizes, course offerings, classroom space, timetables, and the use of part-time and overload assignments as well as the use of technology and

web-based instruction. Setting of the University timetable is the responsibility of the Academic Vice President or his/her designate who shall determine the overall timetable in consultation with Deans, Chairpersons and Program Coordinators. The allocation of teaching responsibilities is the responsibility of the Chairperson (Article 13.1.11(h)). Faculty Members shall cooperate in carrying out their assigned teaching allocation and schedule.

- (h) The 3-2 workload took effect July 1, 2003.
- (i) For purposes of the Agreement, one hour of a laboratory period shall be considered to equal one-half hour of a class period. A Faculty Member must be physically available to the laboratory for the whole of the period for which he/she is claiming teaching load credit.
- (j) Faculty Members assigned primary responsibility for supervising one or more dissertations of doctoral students registered at Saint Mary's University shall be awarded a workload reduction up to one (1) full year credit course during the academic year(s) in which the student(s) is (are) registered for, and actively engaged in, preparing their dissertations.
- (k) It is understood that the Union President, during the period of his/her presidency, is exempt from the normal committee assignments at the Departmental and University levels and shall be awarded a workload reduction equivalent to one (1.0) full-credit course. In those cases where a Professional Librarian is serving as the Union President the reduction in workload awarded the Professional Librarian shall be the equivalent of one work day per week. The Union shall have the right to purchase, at the prevailing rate for overload payments, up to the equivalent of one and a half (1.5) full-credit course reductions to be allocated at the Union's discretion to Members of the Union Executive.
- (l)
  - i) A Faculty Member shall not be obliged to teach on the basis of overload. Where such an assignment is undertaken the Faculty Member shall not teach more than one full course (1.0 credit) during the Academic Year, nor shall he/she teach more than one full course (1.0 credit) in the summer. Compensation for such overload teaching shall be according to the provisions of Article 16.3.10.
  - ii) Notwithstanding 15.1.12(li), where a Faculty member undertakes an overload course assignment which includes an associated laboratory or tutorial session, the Faculty member may teach the laboratories or tutorials associated with the course to the extent that the total credits for the course and the

associated laboratories or tutorials do not exceed 0.75 credits per semester or 1.5 credits during a summer session.

- (m)
  - i) Within two weeks of the close of registration for the course, the Faculty Member shall be provided with a letter authorizing him/her to undertake an overload assignment.
  - ii) The Union shall be informed of each overload assignment and shall be provided with a copy of the document confirming such assignment, which shall include a stipend figure. The Union shall also be informed of the cancellation of overload assignments.
- (n) All overload teaching assignments must first be offered to qualified full-time Faculty.
- (o) The teaching load for Faculty holding appointments under Article 10.1.10(d) shall not normally exceed in any one semester, the equivalent of one (1) full year credit course.
- (p) The Union shall be informed of all course reductions granted in accordance with Article 15.1.30.

#### **15.1.13 Student Advising{ XE "Student Advising" }**

- (a) It is understood that a Faculty Member's responsibility as a teacher extends beyond the classroom to include student advising, academic counselling, supervision of tests and examinations, evaluation of student performance and grading.
- (b) A full-time Faculty Member shall set aside at least six (6) hours a week in his/her office for student advising and consultation. The hours of availability shall be posted on the Faculty Member's office door.
- (c) Faculty Members will assist in providing academic advising during regular registration, late registration, and the period allowed for course changes at the beginning of each term.
- (d) Faculty Members will also assist in providing academic advising during early registration and for such other purposes as are determined by Senate. The particular manner of such assistance is to be determined by each department in accordance with the procedures approved by Senate.
- (e) Faculty Members shall, except where there are extenuating circumstances, comply with the deadlines and procedures established by Senate for reporting the grades of their students. If a Faculty Member is unable to meet these deadlines or comply with these procedures, the

Faculty Member shall notify, in advance and in writing, their Chairperson and Dean stating the reasons for any such difficulty.

- (f) Grades submitted to the Registrar's Office by Faculty Members shall not be changed or altered in any way except through procedures established by Senate.

**15.1.14 Outside Employment{ XE "Outside Employment" }**

- (a) For the purposes of this article, "outside employment" means:
  - i) Employment in any capacity by another employer including the carrying out of teaching duties
  - ii) Consulting
  - iii) Personal services contracts
  - iv) Private practice of the Employee's profession
  - v) Self-employment
- (b) Employees may engage in outside employment provided that such employment is in reasonable balance with their normal academic duties and responsibilities as defined in this Collective Agreement.
- (c) Outside employment by full-time employees that involves an average of more than one (1) working day per week requires prior approval of the Academic Vice-President. Before coming to a decision, the Academic Vice-President shall consult the Employee's Chairperson for advice on the potential impact of the outside employment on the academic unit and shall consider the relationship of the proposed employment to the Employee's area of specialization or expertise. The Employer's approval shall not be unreasonably denied.
- (d) Except in cases where an Employee's outside employment involves the minor or incidental use of University space, equipment, facilities, supplies, or services, use of such space, equipment, facilities, supplies, or services shall be subject to prior negotiation with the Employer. Costs for the use of University facilities, supplies or services shall be borne by the Employee at prevailing rates negotiated with the Employer, unless the Employer agrees, in writing, to waive all or part of such costs.
- (e) Employees may state the nature and place of their employment, rank and title(s) in connection with outside employment and to use their university address as a mailing address so long as they do not purport to represent the Employer or to speak on the Employer's behalf.

- (f) The Employee shall, upon written request, provide the Employer with information on the nature and scope of their outside employment. Such requests shall not be made more than once in any three (3) month period.
- (g) Employees agree not to engage in any outside employment, which conflicts with their duties and responsibilities at the University as defined in this Collective Agreement.

**15.1.15 Outside Professional Activities{ XE "Outside Professional Activities" }**

- (a) For the purpose of this article, "outside professional activities" means participation in the activities of professional associations, learned societies, faculty associations, or voluntary practice of the employee's profession, which support and/or promote the advancement of research, scholarship, teaching, artistic creation, or professional development, and improve the working conditions of academic staff.
- (b) Employees have the right to participate in outside professional activities in accordance with Article 8.4.12.
- (c) Participation in outside professional activities is deemed to represent contributions to the profession and/or the community for purposes of any evaluation carried out under this Collective Agreement.
- (d) The Employer agrees to support an Employee's participation in professional associations and/or learned societies where possible.
- (e) When engaging in outside professional activities, Employees shall not claim to speak on behalf of the Employer unless specifically authorized to do so.
- (f) Employees may state the nature and place of their employment, rank and title(s) in connection with outside professional activities and to use their university address as a mailing address so long as they do not purport to represent the Employer or to speak on the Employer's behalf.

**15.1.16 Technologically Mediated Courses and/or Programs{ XE "Technologically Mediated Courses and/or Programs" }**

- (a) Technologically Mediated Courses and /or Programs include, but are not limited to, those which:
  - i) Are taught by correspondence, by teleconferencing;
  - ii) Are videotaped, recorded, broadcast or televised; or
  - iii) Are transmitted or received via the Internet or World Wide Web.

- (b) The introduction of Technologically Mediated Courses and/or Programs shall follow the established procedures of Senate and shall be collegial in nature, specifically
  - i) Academic decisions regarding the approval of which new course(s) will be offered by the University and the objectives for said course(s) are ultimately the responsibility of Senate.
  - ii) Pedagogical decisions regarding how to teach a particular course are the responsibility of the Employee who has primary responsibility for designing the course, in consultation with the Department.
  - iii) Recognition of external courses for credit towards a Saint Mary's University degree, including those which are Technologically Mediated, is the responsibility of Senate or its designate.
- (c) Employees shall not be compelled to teach Technologically Mediated Credit Courses. Employees may be assigned to teach Technologically Mediated Credit Courses only with their consent. When an employee agrees to teach such a course, it shall constitute part of the employee's normal or overload teaching assignment in accordance with Article 15.1.12 of this Agreement.
- (d) Faculty who are assigned to teach Technologically Mediated Credit Courses shall hold appointments under Article 10.00. The Employer shall not offer Technologically Mediated Credit Courses for academic credit, either in whole or in part, unless a Faculty member holding an appointment under Article 10.00 has been assigned to the Course, in accordance with Article 13.1.11(h). Any technologically mediated Credit Course and/or Program course imported onto campus by any means must have a Faculty Member assigned to it in accordance with this article; i.e., 15.1.15(d)
- (e) Employees who consent to teach Technologically Mediated Credit Courses shall be provided with training and support services.
- (f) Technologically Mediated Courses shall be recorded or stored only with the permission of the Employee assigned to the Technologically Mediated course. Such permission will not be unreasonably withheld.
- (g) All relevant aspects of Article 15.00 apply to Technologically Mediated Credit Courses.

**15.1.17 Technologically Mediated Information Literacy Classes{ XE  
"Technologically Mediated Information Literacy Classes" }**

- (a) Technologically Mediated Information Literacy Classes include, but are not limited to, those which:
  - i) Are taught by correspondence, by teleconferencing;
  - ii) Are videotaped, recorded, broadcast or televised; or
  - iii) Are transmitted or received via the Internet or World Wide Web.
- (b) Professional Librarians who are assigned to teach Technologically Mediated Information Literacy Classes shall hold appointments under Article 10.2. The Employer shall not offer Technologically Mediated Information Literacy Classes, either in whole or in part, unless a Professional librarian holding an appointment under Article 10.2 has been assigned to the class, in accordance with the established workload assignment practices for Professional Librarians. Any Technologically Mediated Information Literacy Class imported onto campus by any means must have a Professional Librarian assigned to it in accordance with this Article.
- (c) Professional Librarians shall not be compelled to teach Technologically Mediated Information Literacy Classes. Professional Librarians may be assigned to teach Technologically Mediated Information Literacy Classes only with their consent.
- (d) Professional Librarians who consent to teach Technologically Mediated Information Literacy Classes shall be provided with training and support services.
- (e) Pedagogical decisions regarding how to teach Technologically Mediated Information Literacy Classes are the responsibility of the Professional Librarian who has primary responsibility for designing the class, in consultation with the University Librarian.
- (f) Technologically Mediated Information Literacy Classes shall be recorded or stored only with the permission of the Professional Librarian assigned to the Technologically Mediated Information Literacy Classes. Such permission will not be unreasonably withheld.
- (g) All relevant aspects of Article 15.2 apply to Technologically Mediated Information Literacy Classes.

**15.1.20 Professors Emeritus{ XE "Professors Emeritus" }**

- (a) A Professor Emeritus shall have the same rights of access to University facilities as a person holding the rank of Professor with the exception of private office space where he/she shall be entitled to share office space with part-time Faculty Members whereso provided.
- (b) It is acknowledged that a Professor Emeritus may teach as a part-time Faculty Member or apply for Senate and other research grants and travel expenses as provided in Article 18.0 to the extent authorized by the Dean of the appropriate Faculty and within the overall travel budget of that Faculty, provided he/she is otherwise properly qualified and approved for such teaching or grants.
- (c) The title of Professor Emeritus shall be conferred only on the recommendation and according to the procedures of Senate.

**15.1.30 Reduction in Teaching Load for Scholarly Purposes{ XE "Reduction in Teaching Load for Scholarly Purposes" }**

A reduction in teaching load may be granted in special circumstances or for research or scholarly activities with approval of the Academic Vice-President upon the following conditions:

- (a) Application for teaching load reduction must be forwarded by the applicants to their departments for a recommendation to the Academic Vice President. The application shall state the purpose(s) for which the reduction is being sought, reasons for the course reduction, and the amount of reduction that is being sought.
- (b) If the reduction is sought for purposes of research or scholarship, the applicant must have received external funding for the research.
- (c) A positive recommendation in favour of the reduction must have been received from the Dean by the Academic Vice-President.

**15.1.31**

In cases where the teaching reduction is being sought for the purposes of research or scholarship (15.1.30(b)), the applicant shall receive the course reduction that was confirmed by the Employer through the exercise of Article 15.1.30 at the time the Employee submitted a request for external funding.

**15.2 WORKING CONDITIONS - PROFESSIONAL LIBRARIANS{  
XE "WORKING CONDITIONS - PROFESSIONAL  
LIBRARIANS" }**

**15.2.10**

The Professional Librarian's normal daily work hours shall be seven (7) hours and the normal weekly hours shall be thirty-five (35) hours. Hours may include nights and weekends.

**15.2.11**

A reduced work week of thirty-two and one-half (32 1/2) hours for Professional Librarians shall be effective on the first Monday of June until the last working day before Labour Day of each year.

**15.2.12**

Professional Librarians accept that they may be called on at times to work in excess of seven hours in a day. In such cases, they will be given reasonable notice. Any approved work in excess of the normal work week to meet operational requirements shall be compensated at a rate of one and one-half times the Professional Librarian's normal rate of pay calculated on an hourly basis for that purpose, or at the option of the Employer, time off in lieu thereof on a basis of one and one-half hours off for each one hour of overtime worked.

**15.2.13**

Compensation for Professional Librarians' time voluntarily worked in excess of the minimum hours per week (15.2.10 or 15.2.11) shall be compensated at the rate of one (1) hour for each hour worked.

**15.2.14**

Normally, overtime accumulated by a Professional Librarian will not exceed thirty-five (35) hours. Time off for all overtime shall be taken at a mutually agreed upon time.

**15.2.15**

Professional Librarians who are required to work on a paid holiday shall receive the same compensation as stated in 15.2.12 and shall be subject to the same conditions. The following shall be considered paid holidays for the purpose of this Agreement:

New Years Day

Labour Day

Good Friday

Thanksgiving Day

Easter Monday	Remembrance Day
Victoria Day	Christmas Eve (designated .5 day)
Canada Day	Christmas Day
Halifax Ntal Day	Boxing Day

or the day(s) officially proclaimed in lieu of such paid holidays and any holidays declared by the Employer in any year to be of general application throughout the University.

#### **15.2.16**

In accordance with Article 12.2, professional development, as defined in 12.2.20, is normally part of a Professional Librarian's workload. Professional development activities need not take place on campus.

#### **15.2.20 Vacation - Professional Librarians{ XE "Vacation - Professional Librarians" }**

#### **15.2.21**

Service for vacation purposes shall mean continuous compensated service in the employ of the Employer.

#### **15.2.22**

Annual vacations shall be granted on the following basis:

- (a) During the term of this Agreement, Employees who have less than one (1) year's service on the 1st day of June of each year will be granted vacation on the basis of one and two-thirds (1-2/3) days' vacation with pay for every full month worked prior to June 1st;
- (b) During the term of this Agreement, Employees who have completed one (1) year's service on the 1st day of June in each year will be granted twenty (20) days' vacation with pay.

#### **15.2.23**

The vacation period is normally June 1 to September 1 in each year, but the Employee may take his/her annual vacation at any time during the year that is agreeable to the University Librarian or his or her delegate. Vacation which has not been taken by the Employee by March 31 of any year may be scheduled off by the Employer. Vacation credit, or any part thereof, shall not be cumulative or transferable from one year to another except with the consent, in writing, of the University Librarian.

#### **15.2.24**

If while on vacation an Employee's annual vacation is interrupted for a period of five (5) consecutive calendar days through serious illness or injury, or for a shorter period, all or part of which involves hospitalization or death in the immediate family which qualifies for bereavement leave, the period of annual vacation displaced may be charged against an Employee's sick or bereavement leave credits when medical evidence satisfactory to the University is provided.

#### **15.2.25**

If a paid holiday as outlined in 15.2.16 falls on a Professional Librarians' scheduled day off or within his/her vacation period, he/she shall be entitled to a paid holiday on the first working day following his/her vacation, unless other mutually agreeable arrangements are made in advance.

### **15.3 MISCELLANEOUS PROVISIONS{ XE "MISCELLANEOUS PROVISIONS" }**

#### **15.3.10 Meeting with Candidates for Academic Administrator Appointment{ XE "Meeting with Candidates for Academic Administrator Appointment" }**

Subject to the Employer's By-laws relating to the initial appointment of Academic Administrators by the Employer, it is agreed that, on a suitable arrangement to be determined by the relevant Search Committee, members of the appropriate Faculty or Faculties or Professional Librarians shall be given the opportunity to meet with those candidates for Academic Administrator appointment selected by the Search Committee for formal presentation to the Employer, and other candidates for Academic Administrator appointment who in their initial visit to the University request an opportunity for such a meeting.

#### **15.3.20 Legal Liability{ XE "Legal Liability" }**

The Employer shall indemnify and save harmless all members of the Faculty and Professional Librarians from legal liability and all actions, causes of action, claims or demands whatsoever arising out of any occurrence occurring during the course of or performed pursuant to and within the scope of his/her employment, save and except in the case of gross negligence or wilful misconduct, provided timely notice is given to the Employer of any occurrence giving rise or likely to give rise to a claim against a member of the Employer.

#### **15.3.30 Conflict of Interest{ XE "Conflict of Interest" }**

- (a) No Employees shall knowingly participate in procedures for appointment, renewal, promotion or tenure of an individual with whom the Employee has an immediate marital, familial, sexual or significant

financial relationship. Employees having such a conflict(s) of interest shall notify in writing his/her Dean/University Librarian and the Chair(s) of the University Committee(s) responsible for dealing with appointments, renewals, promotions or tenure that he/she has a conflict of interest under this Article. The specific nature of the conflict of interest need not be disclosed.

- (b) If the Dean/University Librarian or the Chair of the relevant University Committee receives a complaint(s) about a potential conflict of interest of any Employees involved in appointment, renewal, promotion or tenure proceedings, that Dean/ Chairperson/University Librarian shall forward the complaint to the Academic Vice President. The Academic Vice President will discuss the matter with the Employee concerned. If there is even an appearance of a potential conflict of interest, it is agreed that the Employee will withdraw from any further participation in the aforesaid procedures. The Vice President Academic's decision is final.

## **15.4 INTELLECTUAL PROPERTY, PATENTS AND COPYRIGHT{ XE "INTELLECTUAL PROPERTY, PATENTS AND COPYRIGHT" }**

### **15.4.01**

Intellectual property means any result of intellectual or artistic activity, created by an Employee, that can be owned by a person. This includes, but is not limited to, inventions, publications, computer software, works of art, industrial or artistic designs, as well as other creations that can be protected under patent, copyright, or trademark laws.

### **15.4.02**

Any provisions of Article 15.4 shall apply to joint creators of a piece of intellectual property, on a pro rata basis.

### **15.4.03**

All intellectual property is owned by the Employees who create it except in those cases:

- (a) Where there is a written contract to the contrary between the creator, the Employer, and/or a third party which assigns the ownership rights of the intellectual property to the Employer or the third party; or
- (b) Where the Employer provides funds, resources, and facilities to the Employee beyond those required for the payment of the Employee's salary and benefits, for the provision of a normal academic environment in which to work, and for the performance of a regular workload by the

Employee, in which case, the Employee shall agree to share ownership rights of the intellectual property with the Employer.

**15.4.04**

The Employer shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of an Employee without the Employee's written consent.

**15.4.05**

The Union shall be given copies of the agreements or contracts specified in Article 15.4.03 within 10 days of their conclusion. The nature and content of these agreements or contracts will remain confidential.

**15.4.06**

In recognition of the Employer's commitment to scholarship, including teaching, research, and publication activities:

- (a) The Employer agrees that Employees have complete intellectual and artistic freedom in the creation of intellectual property and the unqualified right to disseminate by any means whatsoever the intellectual property which they own; and
- (b) The Employee shall grant to the Employer a non-exclusive, royalty free, irrevocable, indivisible, and non-transferable right to use, solely for internal, non-commercial educational and research purposes, all intellectual property developed by Employees with the use of the Employer's time, facilities, and resources.

**15.4.07**

In the event that the ownership rights of intellectual property become a matter of dispute, the matter shall be submitted to mediation before an individual experienced in such matters and mutually agreed upon by the Employer and the Union. If a satisfactory resolution is not provided by mediation, the matter may be submitted directly to arbitration as specified in Article 22.6.

**15.4.08**

In the event that either the Patent or Copyright Acts of Canada are amended to the extent that Article 15.4 requires revision, the parties shall re-open the negotiation of Article 15.4 by mutual agreement.

**15.4.09 Patents{ XE "Patents" }**

The Employer and the Union agree that Employees have no obligation to seek patent protection for the results of their work or to modify research to enhance patentability; nor is the Employer under any obligation to exploit any

potentially patentable discoveries or creations arising out of any Employee's work.

#### **15.4.10**

Potentially patentable discoveries or creations arising out of any Employee's work shall be disclosed to the Employer prior to public disclosure. The purpose for such disclosure is to allow the Employer to determine if it has ownership rights or obligations to a third party under Article 15.4.03.

#### **15.4.11**

In those cases where Article 15.4.03 does not apply to potentially patentable discoveries or creations, the Employer and the Employee who owns the intellectual property may enter into an agreement to pursue a patent application in the name of the Employee. The cost of this process shall be paid by the Employer. The Employee and the Employer shall share in the net proceeds on a case-by-case basis, but in no case shall the Employee receive less than 50%. "Net proceeds" means the proceeds after deduction of all costs incurred by the Employee and/or the Employer for patent searches, for obtaining patent protection and for maintaining said protection in Canada and other countries.

#### **15.4.12**

In the event that the Employee and the Employer enter into an agreement pursuant to Article 15.4.11 but are unable to agree to an income sharing arrangement as specified in Article 15.4.11, the matter will be referred to mediation and arbitration pursuant to Article 15.4.07. Either the Employee or the Union may have carriage of the dispute.

#### **15.4.13**

In the event that the Employer elects not to pursue a patent application on behalf of an Employee within forty-five (45) days following disclosures made under Article 15.4.10, Employees shall have the right to make their own arrangements for patent protection at their own expense and shall be entitled to all the proceeds therefrom.

#### **15.4.14**

The Employer waives, disclaims and abandons any interest in or claim to any invention, improvement, design or development made by Employees without the use of the Employer's time, resources, or facilities.

#### **15.4.15**

In all circumstances where an Employee wishes to use the Employer's time, resources, and facilities exclusively for development or production of

potentially patentable discoveries and creations, the Employee shall enter into a written agreement with the Employer as specified in Article 15.4.03 which details the specific provision and use of funds, equipment, facilities, and resources; and which also delineates any assignment of intellectual property rights that may be related to the potential discoveries or creations.

**15.4.16**

In the case of Employees who have written arrangements with the Employer prior to the coming into effect of this Article with respect to patents, such arrangements shall continue until they naturally expire. Any renewal of such agreements must be made in accordance with the terms of Article 15.4.

**15.4.17 Copyright{ XE "Copyright" }**

In accordance with Article 15.4.03, and as provided for by the Copyright Act of Canada, an Employee who is the creator, the author or the first person bringing the work into existence is the first owner of copyright in the work.

**15.4.18**

Copyright applies to all original scholarly, scientific, literary, dramatic, musical and artistic and recorded works. Such works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic composition, choreographic works, cartographic materials, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs; live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.

**15.4.19**

The Parties agree that the copyright to all forms of scholarly, scientific, literary, dramatic, musical, artistic and recorded works shall be retained by the Employees responsible for the creation of the work. The Employer acknowledges that it has no interest in and makes no claim to any copyright for works created by a member except as set out in Article 15.4.20.

**15.4.20**

The Employee shall share copyright with the Employer when:

- (a) The Employer provides direct support for the creation of the work as specified in Article 15.4.03(b); or

- (b) The Employer directly commissions the work or enters into an agreement under Article 15.4.03(a).

#### **15.4.21**

Otherwise than as specifically agreed to by the Employee in writing, all agreements for the provision of direct support of commission shall provide that the Employee responsible for the creation of the work shall retain the exclusive right to revise, rework, or amend any work.

#### **15.4.22**

To encourage harmony with the principle of first owner's rights, such rights will be relinquished in proportion to the direct support provided by the Employer to a maximum of one half (50%). More specifically, any direct support beyond one half (50%) of the rights vested in the first owner shall constitute a commission.

#### **15.4.23**

Any assignment of first owner's rights which is greater than one half (50%) shall be distinguished from an agreement for direct support and shall be deemed a commission.

#### **15.4.24**

In the event that the Employer or assignee relinquishes his or her rights in any work, all economic and moral rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.

### **15.5 OFFICE SPACE AND EQUIPMENT{ XE "OFFICE SPACE AND EQUIPMENT" }**

Each full time Faculty Member shall be provided with an individual office. Each Professional Librarian shall be provided with an individual workspace with access to private space for conducting confidential business. The office or workspace shall be equipped with standard office equipment as well as a standard configuration desktop computer linked to the Internet and the University computer network. The Employer shall also provide site licenses for word processing, spreadsheet, database, virus protection, Internet browser, and SPSS software, and technical support for hardware installation and repair and for the (re)installation and/or (re)configuration of software. The Employer is committed to a system, which will upgrade hardware and software to Tier 1 technical standards on a three-year cycle and is moving to a system which will provide off-site access to email and associated systems.

Non-standard configuration computer requests shall be dealt with on an individual basis by the Dean, follow procedures for "non-standard

configuration requests," comply with University standards regarding technical specifications, and be in keeping with reasonable financial and strategic plans of the University.

In considering such requests, the Dean shall give foremost consideration to the role that the requested equipment shall play in advancing the Employee's responsibilities as defined in Article 8.4 of this Collective Agreement. Such requests shall not be unreasonably denied.

## **15.6 EVALUATION OF TEACHING PERFORMANCE{ XE "EVALUATION OF TEACHING PERFORMANCE" }**

### **15.6.1**

Any evaluation of an Employee's teaching performance for any purpose shall be carried out in accordance with this article, as shall any recommendations and decisions related to teaching performance.

### **15.6.2**

For purposes of this article, teaching includes, but is not limited to, the following activities performed by Employees either in a classroom, through correspondence, or from a distance through the use of technologically assisted instruction such as the Internet.

- (a) giving courses, conducting seminars, guiding tutorials and laboratories, doing fieldwork involving students, and supervising individual study projects;
- (b) preparing and correcting assignments, tests and examinations;
- (c) guiding the work of teaching assistants, markers and laboratory instructors;
- (d) guiding and evaluating students' individual work, such as theses and papers;
- (e) granting individual consultations outside of class or laboratory time;
- (f) participating in the development of teaching methods, programs or course content;
- (g) preparing instructional material, laboratory exercises and course notes for the employee's own students; and
- (h) writing textbooks, it being understood that such textbooks may also be considered when evaluating an Employee's scholarship.

All other activities in which the Employee engages for the purposes of preparing courses and seminars, including those undertaken to ensure that

his/her teaching is in keeping with the current state of the subject taught, are considered teaching activities.

### **15.6.3**

Any information considered during the assessment of an Employee's teaching shall be in writing and shall be made available to the Employee for comments prior to use of that information in any evaluation of the Employee.

### **15.6.4 Procedures{ XE "Procedures" }**

An evaluation of an Employee's teaching shall only take place when required by this Collective Agreement, and/or at the discretion of the University in exceptional circumstances. In such exceptional circumstances, a review of an Employee's teaching performance may be initiated by the Employee's Dean or Chairperson after consultation with the Employee. Normally evaluation of teaching performance will consider a period of two years or more.

### **15.6.5**

Any person or committee assessing an Employee's teaching performance shall seek to balance all aspects of teaching as well as the Departmental and/or Faculty context within which the Employee works. Any person or committee assessing an Employee's teaching performance shall also take into account Departmental or discipline-based approaches to pedagogy that may differ from those observed elsewhere in the University. Assessments of teaching performance must take due note that:

- (a) An Employee's strong performance in some aspects of teaching may compensate for a weaker performance in other aspects of teaching;
- (b) An Employee's teaching shall be considered that much better if performance is good in several kinds of teaching activities;
- (c) An entire Department or discipline may differ significantly from the academic staff as a whole, and this may influence interpretation of information on teaching performance by individual Employees. Differences between Departments and disciplines may be considered when assessing teaching performance.

### **15.6.6**

Any person or committee assessing an Employee's teaching performance shall review all relevant information, including but not limited to:

- (a) The type and nature of courses taught, including class size,
- (b) The nature of the subject matter,

- (c) The experience of the instructor with the course, and the number of new course preparations assigned to the instructor,
- (d) The quality and utility of pedagogical materials prepared by the Employee, the Employee's contributions in the areas of pedagogical development and innovation,
- (e) The opinions of students, including quantitative summary information gathered through a "course evaluation" questionnaire as per 15.6.12 of this Collective Agreement.
- (f) Any and all information submitted to the person or committee by the Employee being evaluated, such as observations based upon classroom visitations.

Persons or committees assessing an Employee's teaching performance shall, in consultation with the Employee, seek information from a variety of relevant sources. No person or committee assessing an Employee's teaching performance shall rely entirely or mainly on information gathered from "course evaluations" unless no other information has been provided.

#### **15.6.7**

Any Employee whose teaching performance is being evaluated has the right to submit any information the Employee believes is relevant to that evaluation.

#### **15.6.8**

Any person or committee assessing an Employee's teaching performance shall invite the Employee to provide information about the Employee's courses, such as the nature of the courses taught (e.g., whether they are compulsory or service courses), teaching methods and materials, or any special circumstances, such as the Employee's participation in Departmental colloquia, symposia, or the like, which may affect the Employee's teaching.

#### **15.6.9**

Any person or committee preparing an assessment of an Employee's teaching performance shall include in that assessment:

- (a) A statement of the scope of the assessment and the sources of information used
- (b) A summary of the information gathered, and
- (c) An analysis of the information gathered and the results of the assessment.

### **15.6.10**

The assessment of an Employee's teaching performance shall determine that the Employee's teaching performance is either "outstanding," "satisfactory" or "unsatisfactory."

### **15.6.11**

Observations based upon classroom visitations require the Employee's advance consent.

### **15.6.12 "Course Evaluations{ XE "Course Evaluations" }"**

"Course Evaluations" provide one source of information regarding student experiences and degree of satisfaction with respect to an Employee's teaching performance. The system of "course evaluation" questionnaires, approved by the Senate, and currently in use, shall continue to be used according to existing procedures until such time as it may be replaced by a new "course evaluation" questionnaire, which has been approved by Senate. No other questionnaire than the questionnaire approved by Senate may be introduced or used during the term of this agreement without the approval of Union. The continued use of the existing student "course evaluation" questionnaire, or any other questionnaire that might be approved by Senate, does not constitute an endorsement or a dismissal of that questionnaire; neither does it imply that the questionnaire is properly constructed. The Union reserves the right to challenge the use of information obtained from any "course evaluation" system in any matter related to the renewal, tenure, promotion or discipline involving an Employee and the Employer retains the right to use "course evaluations" in the evaluation of teaching performance.

### **15.6.13**

- (a) Information derived from the system of "Course Evaluation" questionnaires, subject to 16.6.14, and 16.6.15, shall only be used by authorized persons or committees in relation to annual reports and in the formal evaluation of an employee's teaching performance.
- (b) Information derived from "Course Evaluation" questionnaires falls under the Freedom of Information and Protection of Privacy Act.

### **15.7 ON-CAMPUS DAY CARE{ XE "ON-CAMPUS DAY CARE" }**

The Employer shall make every reasonable effort to make available on-campus day care for infants, in addition to the current pre-school day care, by September 1, 2005.

## **ARTICLE 16.0**

## **SALARY AND ALLOWANCE{ XE "SALARY AND ALLOWANCE" \B }**

### **16.1.10 Salary Adjustment{ XE "Salary Adjustment" }**

- (a) Each full-time Faculty Member and Professional Librarian shall receive the annual salary applicable to his/her place on the Salary Scales attached and forming part of this Agreement as Schedule "A 1" for Faculty Members and Schedule "A 2" for Professional Librarians. A Salary Scale shall become effective on the date set out below opposite from the Salary Scale and shall replace any previously effective Salary Scales.

Salary Scale 1 – September 1, 2006

Salary Scale 2 – September 1, 2007

Salary Scale 3 – September 1, 2008

- (b) Subject to Articles 10.1.30(c) and 10.1.41(b), the Salary Scales referenced in 16.1.10(a) are only salary scales and have no other application in the employment relationships between the Employer and the individual Faculty Member to whom it applies (i.e., full-time Faculty Members).
- (c) For the application of the Salary Scales to individual Faculty Members, the proper placement on the scale of each individual Faculty Member to whom the scale applies will be updated on September 1 of each salary year from the placement referred to in Article 10.1.30(c) and recorded, and shall be incorporated in and be part of this Collective Agreement.
- (d) The first level for each of the ranks shown on the effective Salary Scale shall also be the salary floor for that rank. No member, when appointed to any specific rank shall receive a salary less than the floor for that rank.
- (e) The salary levels in each rank are annual incremental levels; i.e., subject to Article 4.1 of the Agreement, an Employee's salary shall advance only one (1) salary level for each year of full-time service in that rank at Saint Mary's University until he/she reaches the highest level for that rank, and no other rank's levels shall apply to him/her unless and until he/she is promoted to such other rank according to the procedures specified in this Agreement.
- (f) A full-time Employee with an appointment for a period shorter than one (1) year, shall receive a pro-rated annual salary for his/her appropriate place on the scale.

## 16.1.20

- (a) Notwithstanding Article 16.1.10(a), each full-time Faculty Member who in the previous salary year (or who upon initial appointment during this Agreement) received an annual salary in excess of the salary level for his/her proper placement on the salary scale shall receive in each salary year either the salary level in his/her rank that is appropriate to his/her proper placement on the effective Salary Scale or an increase in his/her annual salary equal to the dollar difference between the salary level appropriate to his/her proper placement on the immediately preceding salary scale, whichever is greater.
- (b) A normal promotion happens when an Employee is promoted from Lecturer Step 3 to Assistant Professor Step 1, from Assistant Professor Step 5 to Associate Professor Step 1 or from Associate Professor Step 8 to Full Professor Step 1. In the case of a normal promotion, the Employee shall receive the salary set for Step 1 of the next rank. In subsequent years, with each move to the next step in the rank, the Employee shall receive the salary set for that step.
- (c) An accelerated promotion happens when an Employee is promoted before s/he achieves the minimum period of service under Article 11.1.21(b), as set out in Article 11.1.21(c). In the case of an accelerated promotion, the Employee shall receive the salary set for Step 1 of the next rank. In subsequent years, with each move to the next step in the rank, the Employee shall receive the salary set for that step.
- (d) A deferred promotion happens when an Employee is promoted from Assistant Professor Step 6 or higher to Associate Professor Step 1 or from Associate Professor Step 9 or higher to Full Professor Step 1. In the case of a deferred promotion, the following shall apply:
  - (i) If the salary set for Employee's current step/rank (exclusive of anything else, including any market differential add-on) is less than or equal to the salary set for Step 1 of the next rank, the Employee shall receive the salary set for Step 1 of the next rank. If the dollar increase in salary to Step 1 of the next rank is less than the value of a normal promotion (i.e. the dollar difference between the Assistant Professor Step 5 salary and Associate Professor Step 1 salary or the Associate Professor Step 8 salary and Full Professor Step 1 salary), the Employee shall receive a one-time only bonus equal to the dollar difference between the increase in salary to Step 1 of the next rank and the value of promotion. In subsequent years, with each move to the next step in the rank, the Employee shall receive the base salary set for that step.

- (ii) If the salary set for the Employee's current step/rank (exclusive of anything else, including any market differential add-on) is greater than the salary set for Step 1 of the next rank, the Employee shall receive his/her current salary and a bonus equal to the value of a normal promotion (i.e. the dollar difference between the Assistant Professor Step 5 salary and Associate Professor Step 1 salary or Associate Professor Step 8 salary and Full Professor Step 1 salary). In subsequent years, with each move to a next step in the rank, the Employee shall receive the base salary for that step. If the increase in base salary resulting from this progression to the next step is less than the full dollar value of a step, the Employee shall receive a bonus equal to the difference between the dollar value of a step and the increase in base salary. In no circumstances is the Employee to receive a base salary in excess of the salary associated with the highest step in the rank.

**16.2.10 Payment{ XE "Payment" }**

Each Employee on a regular appointment shall have his/her annual basic salary distributed over the twelve (12) month calendar year; payment shall be made in twenty-six (26) instalments. An Employee not on a probationary or tenured appointment (see Article 10.1.10(c) and (d)) may be paid on a different arrangement according to the terms of his/her appointment.

**16.2.20 Changes in the Academic Year{ XE "Changes in the Academic Year" }**

The annual basic salary for Employees shall not be reduced by any changes which may be made in the Academic Year as defined in the Agreement.

**16.3.10 Overload Remuneration - Faculty Member{ XE "Overload Remuneration - Faculty Member" }**

Effective September 1, 2006, September 1, 2007, and September 1, 2008, the stipend for teaching either one extra full-credit course during the Academic Year, e.g. Division of Continuing Education, or one extra full-credit course outside the Academic Year, e.g. Summer Sessions, shall be at least equal to the basic stipend negotiated for part-time teaching with CUPE, Local 3912 that is in place September 1 for each of the specified years.

**16.3.11**

If the student contact hours in the teaching of any courses under articles 16.3.10 are substantially different from the normal student contact hours in the teaching of a full-credit course, the University shall pro rate the stipend, up or down, provided that any such deviation from the normal contact hours is approved in writing by the Academic Vice-President.

**16.3.12**

Faculty Members who teach away from the campus of the University will receive an allowance based on the following:

- (a) for travel outside the Halifax Peninsula Area but not more than 75 km. from Halifax per the University mileage rate TIMES the number of times the trip must be made to carry out course responsibilities TIMES the length of the round trip.
- (b) for travel beyond 75 km, the kilometre charge as set out in (a) above, plus a meal allowance at the University per diem rates for each time the trip must be made to carry out course responsibilities. The appropriate allowance based on the provisions of this Article shall be confirmed by letter to the Faculty Member from the Academic Vice-President as part of the Faculty Member's letter of appointment. The letter shall also include a commitment by the University which entitles the Faculty Member to claim for overnight accommodation and meals where weather conditions make it dangerous for the Faculty Member to return to Halifax after teaching.
- (c) For travel beyond 75 km., the kilometre charge as set out in (b) above, plus a meal allowance of \$19.00 for each time the trip must be made to carry out course responsibilities. The appropriate allowance based on the provisions of this Article shall be confirmed by letter to the Faculty Member from the Academic Vice-President as part of the Faculty Member's letter of appointment. The letter shall also include a commitment by the University which entitles the Faculty Member to claim for overnight accommodation and meals where weather conditions make it dangerous for the Faculty Member to return to Halifax after teaching.

**16.3.20 Honorarium for Department Chairperson{ XE "Honorarium for Department Chairperson" }**

- (a) Chairpersons of Departments shall receive an honorarium in addition to their annual salaries and reduction in teaching duties in accordance with the following table:

Number of FTEs	Honorarium			Remission
	Sept 1/06	Sept 1/07	Sept 1/08	
Fewer than 10	3,500	3,605	3,713	1.0
10 – 19.9	4,200	4,326	4,456	1.0
20 or more	4,900	5,047	5,198	1.5

- (b) The number of F.T.E. faculty shall be determined at the beginning of each academic year and shall be mutually agreed between the President of the Saint Mary's University Faculty Union and the Academic Vice-President and such agreement shall be recorded.

**16.3.21 Honorarium for Programme Coordinators{ XE "Honorarium for Programme Coordinators" }**

- (a) On the recommendation of the Dean, the Academic Vice-President shall grant an honorarium in addition to their normal salaries and reduction in teaching duties to Undergraduate Programme Co-ordinators, in accordance with the following table:

Number of Students	Honorarium			Remission
	Sept 1/06	Sept 1/07	Sept 1/08	
Fewer than 10	1,121	1,154	1,189	0
10 - 30	1,121	1,154	1,189	.5 FCE
More than 30	1,533	1,579	1,626	.5 FCE

- (b) The Co-ordinators of Graduate Programmes shall receive an honorarium (in addition to their annual salaries) and a reduction in teaching duties according to the following table:

Number of Students	Honorarium			Remission
	Sept 1/06	Sept 1/07	Sept 1/08	
Fewer than 10	0			.5
10 – 20	1,121	1,154	1,189	.5
More than 20	1,121	1,154	1,189	1.0

- (c) In all cases where a currently appointed undergraduate or graduate Program Coordinator received an honorarium or a remission greater than specified in 16.3.21 (a) and (b), the Coordinator shall continue to receive that honorarium or remission for the duration of their appointment. All future appointments for undergraduate and graduate Program Coordinators shall be made in accordance with 16.3.21 (a) and (b).

**16.3.22 Honorarium for Co-ordinators in the Library{ XE "Honorarium for Co-ordinators in the Library" }**

The Co-ordinator of Services and Resources and Co-ordinator of Systems and Training shall receive an honorarium in addition to their base salary according to the following schedule:

September 1, 2006	\$2,317
September 1, 2007	\$2,387
September 1, 2008	\$2,459

**16.4 TUITION WAIVER{ XE "TUITION WAIVER" }**

- (a) An Employee and his/her spouse and dependants shall be entitled to a fifty (50) percent reduction in tuition for degree credit courses undertaken at the University.
- (b) The dependent children and spouse of a full-time Faculty Member and full-time Professional Librarian with no less than one year of service, who dies while employed by the University or while in receipt of Long Term Disability from the University shall be entitled to waiver of one hundred per cent (100%) of the tuition for degree credit courses undertaken at the University.

**16.5.1 Stipends for Thesis Supervision{ XE "Stipends for Thesis Supervision" }**

Faculty Members shall be entitled to compensation for thesis supervision of students enrolled at Saint Mary's University as follows:

- (a) Primary supervision of masters theses: for every completed thesis, \$1,288 honorarium, effective September 2006; \$1,326 effective September 2007; \$1,366 effective September 2008.
- (b) Primary supervision of major research projects (MRPs) as a part of the Masters of Business Administration or Executive Masters of Business Administration programs: for every completed MRP, \$644 honorarium effective September 2006; \$663 effective September 2007, \$683 effective September 2008.
- (c) Primary supervision of undergraduate honors theses: for every completed thesis, \$360 honorarium, effective September 2006; \$371 effective September 2007; \$382 effective September 2008.

**16.6 RESEARCH STIPEND{ XE "RESEARCH STIPEND" }**

A Faculty Member or Professional Librarian may request that a portion of his/her salary be earmarked for research. He/she shall submit a research proposal along with an itemized budget for the proposed research to the

Academic Vice President through the Dean of Graduate Studies and Research. It is understood that the University will provide no guarantee that research expenses as presented will be acceptable to Canada Customs and Revenue Agency.

**16.7 PROFESSIONAL DEVELOPMENT EXPENSE REIMBURSEMENTS{ XE "PROFESSIONAL DEVELOPMENT EXPENSE REIMBURSEMENTS" }**

**16.7.1**

The Employer shall reimburse professional development expenses which relate to those activities which enhance Faculty Members' who hold probationary or tenured appointments and full time Librarians' performance, ability or effectiveness as a teacher, librarian and/or scholar at the University. Such funds are not to be used to subsidize the Employer's provision of equipment and supplies necessary to conduct the member's regular duties.

**16.7.2**

Commencing April 1, 2007, April 1, 2008, April 1, 2009, the member shall be eligible to receive a maximum of \$309, \$319, and \$328, respectively, for reimbursement of professional development expenses. Such expenses include but are not limited to:

- (a) 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 monies available from other funds for similar purposes;
- (b) registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars and similar activities;
- (c) membership fees in learned societies and professional organizations;
- (d) books and subscriptions to scholarly journals;
- (e) expenses directly associated with teaching responsibilities or current active research or professional programs.

**16.7.3**

The amount specified in 16.7.2 shall be made available to the member through a Professional Development Expense Account.

#### **16.7.4**

All goods purchased through the Professional Development Expense Account remain the property of the University. If a member wishes, he/she may purchase these items from the University after four (4) years at fair market value.

#### **16.7.5**

Expenses must be claimed in the fiscal year in which they are incurred.

#### **16.7.6 Procedures to Claim Reimbursement{ XE "Procedures to Claim Reimbursement" }**

- (a) Eligible members may submit their claims to the Dean or designate once a year after expenses are incurred but no later than March 31<sup>st</sup>.
- (b) All claims for reimbursement shall be accompanied by appropriate documentation for reimbursement by the Employer.

### **ARTICLE 17.0 EMPLOYEE BENEFIT PLANS{ XE "BENEFIT PLANS" }**

#### **17.1**

- (a) The Pension, Group Life Insurance, Group Long-Term Disability and Extended Health Care plans currently in operation shall continue in operation for the term of the Agreement, or until such time during the Agreement as a new plan is agreed upon by the Employer and the Union.
- (b) The Employer shall make no change in the Employee benefit plans specified in 17.1 (a) without the consent of the Union.
- (c) Effective January 1, 1989 the Employer shall pay fifty per cent (50%) of the Extended Health Care plan premiums.

#### **17.2**

As of April 1, 2001 a Supplemental Pension Plan as agreed between the Employer and the Union will be established.

## **ARTICLE 18.0**

## **TRAVEL EXPENSES{ XE "TRAVEL EXPENSES" \B }**

### **18.1 TRAVEL EXPENSE FUND FOR SCHOLARLY PURPOSES{ XE "TRAVEL EXPENSE FUND FOR SCHOLARLY PURPOSES" }**

- (a) Employee travel allocations are intended to cover participation in academic activities outside the campus or other external activities which affect the academic tasks of the University, and are specified in each year's budget. Commencing April 1, 2007, the Employer shall provide a sum equal to \$1,184 times the filled full-time faculty complement and the filled full-time library positions in each fiscal year. The Travel Expense Fund shall be divided among the Faculties of Arts, Science and Commerce and the University Library in proportion to the total full time number in each Faculty and the Library. Subject to budget limitations of all Faculties and the Library, the specific allocation of travel funds within a Faculty or Library is the responsibility of the Dean or University Librarian who, on the recommendation of the Department Chairperson in the case of a Faculty Member, shall authorize expenditures related to travel, fees, accommodations and meals according to the following priorities:
- (i) Applicant is on program to present a prepared paper to an appropriate learned or professional organization or to participate in a symposium or panel.
  - (ii) Applicant is on a board or committee of an academic or professional organization and wishes to attend meetings: subsidy based on relevance of organization, significance of applicant's role, and the nature of support given by the organization itself.
  - (iii) Applicant is attending a meeting or conference but is not a participant in the formal program.
- (b) Unspent funds revert to the appropriate Dean or University Librarian on March 31<sup>st</sup> of each year and shall carry over to the next fiscal year's Travel Expense Fund. The carry over of unspent funds shall in no way lead to a reduction of the budget allocation specified in 18.1(a).
- (c) The rates for personal meals and per diems shall be the established University rate for travel within Canada and the United States, except that the rates shall be in U.S. dollars for expenses incurred for travel in the United States. For travel in all other countries, the rates shall be those established by the Treasury Board of Canada.

## **ARTICLE 19.0 LEAVE{ XE "LEAVE" \B }**

For the purposes of this Article, service shall mean full-time service at the University. Subject to other specific provisions of this Agreement, if warranted in the judgement of the Employer, a leave of absence granted by the Employer may be counted as fully or partially equivalent service. Confirmation that the leave of absence will be counted as full or partial equivalent service must be approved in writing by the Academic Vice President before the leave commences. The service of an Employee who is granted leave of absence not counted as fully or partially equivalent service, shall on his/her return to the University be that held at the time he/she commenced such leave.

### **19.1 SICK LEAVE{ XE "SICK LEAVE" }**

#### **19.1.10**

The Employer shall grant sick leave with salary and benefits to a full-time Employee for the first ninety (90) calendar days of his/her absence from work on account of illness, disability, exposure to contagious disease, or physical or emotional inability to perform his/her duties. In any such case, the Employer reserves the right to require certificates from a legally qualified medical practitioner.

### **19.2 COMPASSIONATE AND BEREAVEMENT LEAVE{ XE "COMPASSIONATE AND BEREAVEMENT LEAVE" }**

#### **19.2.10**

Compassionate Leave - It is recognized that certain emergencies may arise in an Employee's personal or family life which may require his/her absence from the University for a limited period of time. Before departure, notice of such emergencies shall be given to the Dean/University Librarian who may authorize leave for an appropriate period. A Faculty Member shall, in co-operation with the Department Chairperson, make substitute arrangements for his/her teaching and other responsibilities during his/her absence.

#### **19.2.11**

Bereavement Leave - In the event of the death of a member of an Employee's family, the Employee will be granted a leave of up to five (5) days without loss of pay for the purpose of making funeral arrangements or attending the funeral. In special circumstances, additional bereavement leave without loss of pay may be granted on terms determined by the Dean/University Librarian or his/her delegate. The term "members of an Employee's family" means spouse, children, parents, father-in-law, mother-in-law, brother, sister of the Employee. Any absence necessary under the provisions of this clause shall not be in addition to any days which the Employee may normally be off work.

## **19.3 SABBATICAL LEAVE - FACULTY MEMBERS{ XE "SABBATICAL LEAVE - FACULTY MEMBERS" }**

### **19.3.10 Principles{ XE "Principles" }**

- (a) The Employer recognizes the importance of granting sabbatical leave to full-time Faculty Members to improve themselves academically by engaging in continued research, professional experience, or intellectual renewal.
- (b) While sabbatical leaves are available to Faculty Members, they are not granted automatically. The utilization of the sabbatical leave should benefit the leave taker, the home university and the academic community in general.
- (c) A Faculty Member on sabbatical leave shall continue to receive all fringe benefits and shall suffer no loss in rank, position, or salary entitlement because of such leave.
- (d) Once a sabbatical leave has been granted, it is normally expected that the Faculty Member will take the leave.
- (e) A Faculty Member on sabbatical leave is normally required to leave the University during the period of his/her leave. Before going on sabbatical leave a Faculty Member shall provide his/her Chairperson and Dean with a forwarding address.
- (f) Each Department or Division, and each Faculty shall cooperate in planning the sabbatical leaves of its members well in advance.
- (g) Should two or more Faculty Members in a Department or Division simultaneously become eligible for sabbatical leave, any issue of priority will be determined by the Department or Division in consultation with the appropriate Dean. In determining priority, the proposed sabbatical activity will be one of the determining factors.
- (h) In no case shall a Faculty Member who applies for sabbatical leave, including a Chairperson or Director, be a party to a decision of the Department or Division on any issue of priority, as specified in 19.3.10(g); this provision shall not preclude such persons being involved in discussions in the Department or Division that precede the written decision on priority; in cases where a Chairperson or Director has applied for sabbatical leave, a member of the Department or Division who has not applied for sabbatical leave (or in cases where this is impractical, a cognate academic) shall be elected by majority vote of the Department or Division to act as Chairperson for the purposes of 19.3.20(c)i and ii).

### 19.3.20 Regulations{ XE "Regulations" }

- (a) Period of Sabbatical Leave
  - i) Sabbatical Leave may be either for one full year or for one-half year subject to the restrictions of Article 19.3.20(c)v). Full year sabbaticals shall extend from September 1 to August 31 of the following year. Half year sabbatical leave, when granted, shall extend from either July 1 to December 31 or from January 1 to June 30.
  - ii) If sufficient justification is given, initiation of sabbatical leaves on dates other than the above may be approved by the President, if recommended by the Department.
- (b) Entitlement
  - i) Because sabbatical leave involves a variable financial commitment, the number of such leaves granted in any one year is subject to budgetary restraint. If the number of applicants for sabbatical leave exceeds the budgetary limitations, a decision on priorities between Faculties and between Departments will be made by the Academic Vice-President.
- (c) Application
  - i) The Faculty Member shall make application, in writing, to the Department Chairperson no later than 12 months prior to the date of commencement of the proposed sabbatical leave (e.g., applications for sabbaticals commencing on July 1, September 1 or January 1 of any year must be made by July 1, September 1, or January 1 of the previous year). The Faculty Member shall submit, with his/her application, a statement of his/her proposed study, research, or other planned activity during the period of leave. The Chairperson, in consultation with the Department, shall forward the application with his/her recommendation, to the appropriate Dean. The Department Chairperson shall include an assessment of the implications of the requested sabbatical leave(s) on the Department's ability to offer its academic programme(s) and a recommendation concerning the number and kind of replacements that would be required. The Dean will, no later than the August 1, October 1, or February 1 following the deadline for receipt of sabbatical leave applications, consider all such applications received to that date from within his/her Faculty and make recommendations on them to the Academic Vice-President, taking into account the proposed sabbatical activity and the

applicant's record of scholarship according to the applicant's last two annual reports submitted to the Dean prior to the sabbatical application, specifying the implications of such leaves, if granted, for academic programs, teaching allocations and financial resources.

- ii) The application will be forwarded by the Dean to the Academic Vice-President. Subject to the other provisions of this article, the Academic Vice-President will take into account the Dean's recommendations, the proposed sabbatical leave activity, the applicant's record of scholarship according to the applicant's last two annual reports and the effect of the sabbatical leave on the Department's academic programme(s) and the equitable distribution of sabbatical leaves across the University in determining whether an applicant will be granted sabbatical leave. The Academic Vice-President shall communicate the Employer's decisions on sabbatical leave requests within forty (40) days from receipt of a Dean's recommendations. If the application is denied written reasons will be provided.
- iii) A Faculty Member intending to apply for sabbatical leave is expected to seek outside financial support for his/her sabbatical year. In cases where such support is obtained, the Employer reserves the right to adjust its contribution so that total remuneration for the leave period shall not exceed normal salary entitlement plus a reasonable allowance for travel and expenses.
- iv) In general during the leave period, a Faculty Member shall not accept paid outside employment other than that which contributes to the Faculty Member's professional development. He/she may, however, apply for and may receive permission to undertake suitable limited paid work (teaching, research, or other). If this occurs, the adjustment of the Employer's financial support according to Article 19.3.20(c)iii) hereof shall apply.
- v) Faculty Members initially become eligible for sabbatical leave according to the provisions of this article on completion of six (6) years of full-time service in the rank of Assistant Professor or above. Eligibility for subsequent sabbatical leaves shall follow six (6) years of full-time service uninterrupted by sabbatical leave for full year sabbatical leave or three years of full-time service for half-year sabbaticals.
- vi) The University may defer granting a sabbatical where such leave will affect the department's ability to offer its programs

or where suitable replacements cannot be found. Where a sabbatical is deferred at the request of the University, the faculty member shall receive one year's credit towards his/her next sabbatical request entitlement for each year of deferral. This credit shall not apply to the deferral of half-year sabbaticals.

(d) Miscellaneous

i)

- 1) A Faculty Member who has taken a sabbatical leave shall be expected to return to the University for a period of time equal to his/her sabbatical leave, except in the case of a Faculty Member who is granted a sabbatical leave in the year at the end of which the Faculty Member is due to retire. A Faculty Member who fails to return to the University for a period of time equal to his/her sabbatical leave shall be required to reimburse the university for the cost of salary and benefits paid by the University. On application to the President, this requirement may be waived.
- 2) A Faculty Member returning from sabbatical leave shall submit to his/her Department, Dean, and Academic Vice-President, no later than one month after completion of his/her sabbatical leave, a detailed written report of activities during the leave. The Employer may request more information regarding the nature and scope of activities undertaken during the sabbatical leave.

ii)

- 1) In the event a Faculty Member applies for and is otherwise qualified for a sabbatical leave but the leave is not granted because of the application of the provisions of this Article, that Faculty Member's application shall receive priority consideration the following year. It is the Faculty Member's obligation to initiate a new request for a sabbatical leave when the previous request has been either deferred or refused.
- 2) Faculty Members who refuse to apply for sabbatical in their first year of eligibility, or who refuse to take leave which has been granted, will be placed last in priority for subsequent years. This provision shall be waived if the reason for refusing is due to sick leave, maternity leave, extreme personal hardship or valid academic reasons.

iii) A faculty member who has a 3-2 teaching load for the academic year in which they have an approved six-month sabbatical shall be required to teach, at most, two (2) courses during the semester that does not fall within the sabbatical leave period. For the next approved six month sabbatical, the faculty member shall be required to teach three (3) courses during the semester that does not fall within the sabbatical leave period. This pattern shall continue for all subsequent approved six month sabbaticals.

(e) Financial Support

i) Sabbatical leave remuneration shall be on the following basis:

1) After six (6) years of full-time service at the University, uninterrupted by sabbatical leave, a Faculty Member granted sabbatical leave shall receive a salary and/or research grants to the equivalent of eighty-five percent (85%) of his/her normal salary for the year of leave;

2) After eight (8) years or more of full-time service at the University, uninterrupted by sabbatical leave, a Faculty Member granted sabbatical leave shall receive a salary and/or research grants to the equivalent of ninety percent (90%) of his/her normal salary for the year of leave.

3) A Faculty Member granted a half year sabbatical leave shall receive a salary and/or research grants to the equivalent of eighty percent (80%) of his/her salary for the six months of leave.

ii) In case a sabbaticant requests that, while on sabbatical leave, a portion of his/her salary be earmarked for research, he/she shall submit the research proposal along with an estimate of the expenses to be incurred to the Academic Vice-President. It is understood that the University will provide no guarantee that research expenses as presented by Sabbaticants will be acceptable to Canada Customs and Revenue Agency.

iii) Funds generated by savings on the salaries of Faculty Members on sabbatical leave shall be directed towards the maintenance of academic programs across the University in those Departments with members on sabbatical.

iv) Pension contributions for a Faculty Member on sabbatical leave shall be based on one hundred percent (100%) of his/her normal salary for the leave period.

## **19.4 RESEARCH OR PROFESSIONAL DEVELOPMENT LEAVE - PROFESSIONAL LIBRARIANS{ XE "RESEARCH OR PROFESSIONAL DEVELOPMENT LEAVE - PROFESSIONAL LIBRARIANS" }**

### **19.4.10**

A Professional Librarian may apply for a Research or Professional Development Leave. Such a leave must be for the Research Activities or Professional Development of the Employee and of benefit to the Library or the University.

### **19.4.20**

A Professional Librarian who has been employed by the University for at least five (5) years may apply for either a Research or Professional Development Leave for up to one (1) year. A Professional Librarian, other than a Probationary Librarian, who has been employed at the University for less than five (5) years may apply for either a Research or Professional Development leave for up to one (1) month.

### **19.4.30**

In addition to the requirements outlined in 19.4.10, other criteria considered will include those specified in 11.2.11 and 12.2 and the ability of the Library to make satisfactory arrangements to cover the Professional Librarian's absence. The Employer will undertake to provide funds to finance Research or Professional Development Leaves.

### **19.4.40**

A Professional Librarian seeking leave shall normally submit a written application to the University Librarian six (6) months prior to the proposed leave and the application shall include the following:

- (a) The period of the leave, and
- (b) A statement of the proposed activity and its professional value to the Professional Librarian and the Library or the University.

In exceptional circumstances, applications will be considered that do not conform to the six (6) month time limit but in no case shall the time limit be less than three (3) months.

### **19.4.50**

If a Research or Professional Development Leave request is refused, the University Librarian will provide reasons in writing to the applicant.

**19.4.60**

Research or Professional Development Leave periods may vary. Ordinarily, no more than one (1) Professional Librarian shall be on long term Research or Professional Development Leave (i.e. one of six (6) months or more duration) at the same time. Research or Professional Development Leaves will be granted subject to operational requirements.

**19.4.70**

A Librarian on Research or Professional Development Leave shall receive eighty percent (80%) of his/her regular salary during the leave period.

**19.4.71**

A Professional Librarian on Research or Professional Developmental Leave shall continue to receive all fringe benefits, subject to the terms of the plans, and shall suffer no loss in rank, position, or salary entitlement because of such leave. A Research or Professional Development Leave will normally include the annual vacation entitlement prorated to the length of the leave.

**19.4.72**

Pension contributions for a Professional Librarian on Research or Professional Development Leave shall be based on one hundred percent (100%) of his/her normal salary for the leave period.

**19.4.80**

Upon completion of the Research or Professional Development Leave, the Professional Librarian shall be required to return to the University for a minimum of the time equivalent to the length of the leave. An Employee who fails to return to the staff of the University shall be required to reimburse the University for the compensation received during the Leave. Should the Professional Librarian return for a period of time less than the length of the Leave, reimbursement will be calculated proportionally.

**19.4.90**

Within one (1) month of completion of the Research or Professional Development Leave, a Professional Librarian must submit a report to the University Librarian.

**19.5 LEAVE OF ABSENCE FOR POLITICAL OFFICE{ XE  
"LEAVE OF ABSENCE FOR POLITICAL OFFICE" }**

**19.5.10**

The Employer recognizes that Faculty Members and Professional Librarians ought to be as free as are members of any other profession to participate in

public life. It will, therefore, upon written request to the member's Dean or University Librarian, grant leave of absence to an Employee to be a candidate in Federal, Provincial or Municipal elections, subject to the following conditions.

- (a) The Employee shall be entitled to leave of absence with full salary and fringe benefits during an election campaign as follows:
  - i) For election to the Parliament of Canada: one month of leave
  - ii) For election to the Legislature of Nova Scotia: one month of leave
  - iii) For election as Mayor of the Halifax Regional Municipality: one-month of leave;
  - iv) For election to municipal office: one week of leave.
- (b) It is understood that the Employee will give reasonable assistance to the Chairperson or the University Librarian in making substitute arrangements satisfactory to the Employer for his/her teaching and/or other responsibilities during his/her period of leave as specified in (a) above.

#### **19.5.20**

- (a) If an Employee is elected, he/she shall be entitled to leave of absence as follows:
  - i) As a Member of Parliament: full-time leave of absence without pay for one term of office;
  - ii) As a Member of the Legislative Assembly: a pro-rated leave of absence during one term of office with pay pro-rated to duties performed; the duties involved and consequent remuneration applicable shall be determined by the Dean/University Librarian after consultation with the Employee concerned;
  - iii) As Mayor of the Halifax Regional Municipality: full-time leave of absence without pay for one term of office.
- (b) In the case of pro-rated leave, the provisions of paragraph 19.5.10 (b) above will apply.

#### **19.5.21**

If an Employee is elected to a Municipal office other than Mayor, he/she shall be entitled to a pro-rated leave of absence with pay pro-rated to duties performed. The duties involved and the consequent remuneration applicable

shall be determined by the Dean/University Librarian after consultation with the Employee concerned.

### **19.5.30**

An Employee, whether serving as such or on leave, on being elected for a second consecutive term to one of the offices outlined in 19.5.20, shall be deemed to have terminated his/her University appointment.

## **19.6 PREGNANCY AND PARENTAL LEAVE{ XE "PREGNANCY AND PARENTAL LEAVE" }**

### **19.6.1 Pregnancy Leave{ XE "Pregnancy Leave" }**

- (a) Subject to the notice provisions of Article 19.6.3, the Employer shall, upon the request of a pregnant Employee and upon receipt of a medical certificate indicating the expected birth date, grant the Employee 17 weeks of unpaid Pregnancy Leave.
- (b) An Employee may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected birth date.

### **19.6.2 Pregnancy Leave with Supplemental Benefits{ XE "Pregnancy Leave with Supplemental Benefits" }**

- (a) During the period of Pregnancy Leave as specified in Article 19.6.1(a), an Employee who has been employed by the Employer for at least one Academic Year immediately preceding the expected birth date is entitled to supplementary benefits as follows:
  - i) For the first two (2) weeks the Employee shall receive 95% of her nominal salary;
  - ii) For up to a maximum of fifteen (15) additional weeks, the Employee shall receive an amount equal to the difference between the Employment Insurance (EI) benefits received and 95% of the Employee's nominal salary.
  - iii) In the case of 19.6.2 (a), payments shall begin no earlier than eight (8) weeks before the expected birth date and end no later than seventeen (17) weeks after the birth unless the child is confined to hospital. In the event of a miscarriage or a still birth she shall be entitled to sick leave under Article 19.1.
- (b) To receive the supplementary employment benefit defined in 19.6.2 (a) (ii), the Employee shall supply the Employer with proof of application to the Employment Insurance Commission for EI pregnancy leave benefits.

- (c) If the Employee is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for pregnancy benefits, the Employer will maintain the Employee at 95 percent of her nominal earnings for the period of her leave.

**19.6.3 Notice Required for Pregnancy Leave{ XE "Notice Required for Pregnancy Leave" }**

- (a) The Employee shall give the Employer at least four (4) weeks' written notice of the date the Pregnancy Leave, as per Article 19.6.1, is to begin. The payment of supplementary benefits under 19.6.2 also requires four (4) weeks' notice.
- (b) The notice period in Article 19.6.3(a) shall not apply if the Employee stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage that happens earlier than the Employee was expected to give birth. In such circumstance, the Employee shall, within two weeks of stopping work, give the Employer:
  - i) Written notice of the date the pregnancy leave began or is to begin; and
  - ii) A certificate from a legally qualified practitioner that,
    - 1) In the case of an Employee who stops working because of complications caused by her pregnancy, states that the Employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date; or
    - 2) In any case, states the date of birth, still birth or miscarriage and the date the Employee was expected to give birth.
- (c) Where notice required under Article 19.6.3(a) or 19.6.4(c) is not possible due to circumstances beyond the control of the Employee, the Employee shall provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

**19.6.4 End of Pregnancy Leave{ XE "End of Pregnancy Leave" }**

- (a) The Pregnancy Leave of an Employee who is entitled to take Parental Leave under Article 19.6.6 shall end seventeen (17) weeks after the Pregnancy Leave began.
- (b) The Pregnancy Leave of an Employee who is not entitled to take Parental Leave shall end on the later of the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, still birth or miscarriage. In the case of still birth or

miscarriage, the Employee will also be entitled to sick leave coverage, under Article 19.1, and other salary insurance coverage after the date the pregnancy ends if the Employee cannot return to full-time work for medical reasons.

- (c) If an Employee on Pregnancy Leave wishes to take less than seventeen (17) weeks' Pregnancy Leave, the Employee shall give written notice to the Employer of her intention to return to work at least four (4) weeks prior to her expected date of return.

#### **19.6.5 Post-Natal Leave{ XE "Post-Natal Leave" }**

- (a) On the occasion of the birth of a child, the child's parent who is not taking a Pregnancy Leave shall be entitled to a leave with full salary and benefits, and without loss of seniority, of up to ten (10) days, to be taken at the discretion of the Employee within four (4) weeks of the birth. An Employee taking such leave shall give the Employer as much advance written notice as possible.

#### **19.6.6 Parental Leave**

- (a) An Employee who has been employed with the Employer for at least 13 weeks, who becomes a parent for one or more children through the birth of the child or children, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (b) An Employee who becomes a parent for one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children pursuant to the law of the Province, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (c) Where an Employee takes pregnancy leave pursuant to Article 19.6.1 and the Employee's newborn child or children arrive in the Employee's home during pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the Employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began.
- (d) Where an Employee did not take pregnancy leave pursuant to Article 19.6.1, parental leave begins on such date as determined by the Employee coinciding with or after the birth of the child or children first arriving in the Employee's home and ends not later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the Employee's home, whichever is earlier.
- (e) When a parental leave has begun, and the child is hospitalized for at least one week, the Employee is entitled to resume work and to defer the

unused portion of the Parental Leave until the child is discharged from hospital.

- i) An Employee is entitled to only one interruption or deferral of a Parental Leave.
- ii) An Employee who intends to use a deferral shall give the Employer as much notice as possible of the dates of resumption of employment and the Parental Leave.

**19.6.7 Parental Leave with Supplemental Benefits{ XE "Parental Leave with Supplemental Benefits" }**

- (a) In accordance with the requirements set out in Article 19.6.7(c), an Employee who is eligible for Parental Leave under Article 19.6.6(a) and who has been employed by the Employer for at least one Academic Year, shall be entitled to supplemental benefits as follows:
  - i) For the first nine (9) weeks of Parental Leave, the Employee shall receive an amount equal to the difference between EI benefits received and 95% of the Employee's nominal salary.
- (b) In accordance with the requirements set out in Article 19.6.7(c), an Employee who is eligible for Parental Leave under Article 19.6.6(b) and who has been employed by the Employer for at least one Academic Year and who has adopted a child(ren) five years of age or younger, shall be entitled to supplemental benefits as follows:
  - i) For fourteen (14) weeks of Parental Leave, the Employee shall receive an amount equal to the difference between EI benefits received and 95% of the Employee's nominal salary.
- (c) To receive the supplementary employment benefit defined in 19.6.7 (a) or (b), the Employee shall supply the Employer with proof of application to the Employment Insurance Commission for EI Parental Leave benefits.
- (d) If an Employee who is eligible for supplemental Parental Leave benefits under Article 19.6.7(a) or (b) is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for Parental Leave, the Employer will maintain the Employee at 95 percent of his/her nominal earnings for the period of her leave.

**19.6.8 Notice Required to Take Parental Leave{ XE "Notice Required to Take Parental Leave" }**

- (a) An Employee shall give written notice to the Employer of her or his intention to take a Parental Leave at least four (4) weeks prior to the commencement of such leave. Where an Employee qualifies for such

leave as a result of adoption and where the child comes into his/her custody, care and control earlier than expected, the Employee shall give reasonable written notice.

- (b) If an Employee on Parental Leave wishes to take less than 35 weeks of Parental Leave, the Employee shall give written notice to the Employer of her or his intention to return to work at least four (4) weeks prior to the expected date of return.

**19.6.9 General Considerations{ XE "General Considerations" }**

- (a) Provisions of the Pregnancy Leave and/or Parental Leave for an Employee shall be in accordance with the Nova Scotia Labour Standards Code, R.S.N.S. 1989, c. 246, ss 59-60, and as further amended, unless increased leave or benefits are provided by this Collective Agreement.
- (b) All insurance coverage and benefits shall be maintained during the Pregnancy and Parental Leave periods. The Employer and Employee shall pay their respective portions to all insurance and benefit plans on the basis of the Employee's nominal salary throughout the leave period.
- (c) Upon return to work from a Pregnancy or Parental Leave, the Employee shall resume her or his former position, with no loss of salary level, benefits or rank, or in seniority, vacation, or sabbatical entitlements. The period of an Employee's leave shall be included in the calculation of her or his length of service for seniority purposes.

**19.7 LEAVE OF ABSENCE WITHOUT SALARY - FACULTY MEMBERS{ XE "LEAVE OF ABSENCE WITHOUT SALARY - FACULTY MEMBERS" }**

**19.7.10**

- (a) Leave of absence without salary is not sabbatical leave and may be granted at any time by the Academic Vice-President on the recommendation of the appropriate Dean. The Faculty member shall make his/her request, in writing, specifying reasons and requested duration, to his/her Department Chairperson not later than December 1<sup>st</sup> of the academic year preceding that in which leave is requested to begin. The Department Chairperson shall forward the application, together with the Department's written recommendation to the Dean within fifteen (15) days of receipt of the application. The Dean shall consult with the Department prior to making a recommendation which is contrary to the Department's recommendation. The Dean shall forward the application together with the Department's recommendation and his or her recommendation to the Vice President, Academic & Research within fifteen (15) days of receiving it. The Vice President, Academic & Research shall give a written decision within thirty (30) days of his/her

receipt of the application. These dates may be varied by mutual agreement. In the event the Academic Vice-President's decision is negative, he shall communicate written reasons for his decision to the applicant.

- (b) Leave of absence without salary may be sought for further studies, research, public service, or for other reasons which the faculty member shall specify and which the Academic Vice-President may accept. Except for the leaves provided in 19.5, or in exceptional circumstances such leave shall not exceed three (3) years. In all cases, the Faculty Members on leave without pay shall be required to indicate firmly to the University by a mutually agreed date, whether they intend to return to their positions at the University. Faculty Members who fail to provide such an indication will be deemed to have repudiated their positions.
- (c) An Employee on leave of absence without salary shall be entitled to participate in University benefit plans from time to time in force, subject to University policy and provided the plans so permit.

**19.8 LEAVE OF ABSENCE WITHOUT SALARY -  
PROFESSIONAL LIBRARIANS{ XE "LEAVE OF ABSENCE  
WITHOUT SALARY - PROFESSIONAL LIBRARIAN" }**

**19.8.10**

Leave of absence without salary may be granted by the University Librarian. The Professional Librarian shall make his/her request in writing, specifying reasons, to the University Librarian at least as far in advance as the period of leave requested, up to a maximum of six (6) months. This notification period may be varied by mutual agreement between the Employee and the University Librarian. The University Librarian shall reply in writing (stating the reason for his/her decision, if negative) as soon as possible but not later than thirty (30) days from the date the request was received by him/her. An employee on leave of absence without salary shall be entitled to continue his/her contributions to University benefit plans from time to time in force, provided the plans so permit. In all cases, Professional Librarians on leave without pay shall be required to indicate firmly to the University by a mutually agreed date, whether they intend to return to their positions at the University. Professional Librarians who fail to provide such an indication will be deemed to have repudiated their positions.

**19.9 PAID JURY OR COURT LEAVE{ XE "PAID JURY OR COURT LEAVE" }**

**19.9.10**

The Employer shall grant leave of absence with pay to an Employee who serves as a juror or witness at any court.

**19.10 GENERAL{ XE "GENERAL" }**

- (a) When, at the request of the Employer, an Employee agrees to undertake retraining in a new field, the Employee shall be allowed leave for the required period of retraining during which time the Employee shall receive a salary and/or research grants, stipends, fellowships, etc. to the equivalent of no less than one hundred percent of the member's normal salary for the period of leave. An Employee who is granted leave under this article must undertake to return to the University for a period equivalent to the period of leave.
- (b) An Employee may request consideration by the Employer for retraining in a new field. The period of leave and conditions of leave shall be mutually agreed.
- (c) It is understood that when a Faculty Member is going on sabbatical or other long-term leave the Department Chairperson will explore the possibility of obtaining a qualified replacement through one of the existing exchange programs wherein a Visiting Professor's salary is paid, in part or in whole, by the sponsoring agencies.
- (d) Service credit with the Employer shall not be interrupted by the sick leave provided in 19.1, the compassionate and bereavement leave provided in 19.2, the paid leave of absence during election campaigns provided in 19.5.10 (a) and the parental leave provided in 19.6 hereof.
- (e) Employee working service credit shall be maintained during unpaid leave (19.7 or 19.8) provided that a written request is received in advance of the leave by the Vice-President Academic and Research justifying the reasons to continue service credits while on unpaid leave.

**19.11 LEAVE OF ABSENCE IN RECOGNITION OF ADMINISTRATIVE SERVICE{ XE "LEAVE OF ABSENCE IN RECOGNITION OF ADMINISTRATIVE SERVICE" }**

Upon completion of five (5) years of uninterrupted service as a Department Chairperson, Director of a Division, Assistant Dean or Associate Dean, either in an acting or fulltime capacity, an Employee shall be eligible for a twelve (12) month leave of absence at 85% of their salary for the purpose of re-

establishing their teaching and research responsibilities and/or pursuing other career development activities.

- (a) In cases where a Faculty Member has accumulated credit toward sabbatical leave (per Article 19.3) prior to beginning five (5) years of uninterrupted service as Department Chairperson, Director of a Division, Assistant Dean or Associate Dean, such accumulated credit shall be carried forward and applied to eligibility toward his/her next sabbatical leave.
- (b) Years of service applied toward leave of absence in recognition of administrative service shall not be applied toward the Faculty Member's eligibility for sabbatical leave.
- (c) Years of uninterrupted service as a Department Chairperson, Director of a Division, Assistant Dean or Associate Dean in excess of five (5) years shall be applied towards the Faculty Member's eligibility for his/her next sabbatical leave.
- (d) A Faculty Member who qualifies for a leave of absence in recognition of administrative service shall notify the Dean of his/her intention to take such a leave no later than twelve (12) months prior to the date of the commencement of the leave of absence. The Faculty Member shall include with such notice a statement of his/her proposed study, research or other planned activity during the period of the leave of absence.
- (e) A Faculty Member who has taken a leave of absence in recognition of administrative service shall be expected to return to the University for a period of twelve (12) months, except in the case of a Faculty Member who is granted the leave of absence in the year at the end of which the Faculty Member is due to retire. A Faculty Member who fails to return to the University for a period of time equal to his/her leave of absence shall be required to reimburse the university for the cost of salary and benefits paid by the University.
- (f) A Faculty Member returning from a leave of absence in recognition of administrative service shall submit to his/her Dean, and Academic Vice-President, no later than one month after completion of his/her leave, a detailed written report of activities during the leave of absence. The Employer may request more information regarding the nature and scope of activities undertaken during the leave of absence.
- (g) Leave of absence in recognition of administrative service shall normally be taken immediately upon completion of five (5) years of uninterrupted service as a Department Chairperson, Director of a Division, Assistant Dean or Associate Dean. At the request of the Faculty Member and with permission of the Dean and the Academic Vice-President such leave may be deferred for no more than twelve (12) months.

- (h) The provisions of Article 19.11 shall be effective from the date of signing of this agreement and shall also apply to Faculty Members who are currently serving as Department Chairperson, Director of a Division, Assistant Dean or Associate Dean at the time that this agreement is signed.

## **ARTICLE 20.0 DISCIPLINE AND DISMISSAL{ XE "DISCIPLINE AND DISMISSAL" \B }**

### **20.1.10**

For the purposes of this Article, discipline shall include a formal letter of reprimand to an employee, suspension with or without pay, or dismissal. In the case of suspension without pay, an Employee shall not incur any loss of salary or benefits until the Arbitration Board renders its decision in the event that the disciplinary action is grieved.

### **20.1.20**

For the purposes of this Article, dismissal means the termination of an appointment by the Employer, without the consent of the Employee, before the end of the appointment period. Non-renewal of a probationary or limited appointment or denial of tenure does not constitute dismissal. Subject to Article 23, termination of a nontenured appointment during the course of its term and termination of a tenured appointment at any time other than normal retirement constitutes dismissal.

If disciplinary procedures are in progress at the same time as the Employee is being considered for tenure or renewal, the Employer or the Employee may request that the tenure or renewal process be deferred until the disciplinary process has been concluded.

### **20.1.30**

Any discipline, up to and including dismissal, imposed upon an Employee will be for just and proper cause. The Employer agrees that it bears the onus of proving that any disciplinary action taken was for just and proper cause should the discipline give rise to a grievance which is then processed to arbitration. Disciplinary action shall be commensurate with the seriousness of the events giving rise to the discipline.

### **20.1.40**

In the event that the Employer disciplines an Employee, the Employee shall be notified in writing of the disciplinary decision and the specific reasons therefore. Any action which is not confirmed in writing shall not form part of an Employee's disciplinary record.

#### **20.2.10**

The President shall initiate discipline procedures by notifying the Employee to meet with him or her in the presence of the Employee's Dean/University Librarian, the Department Chairperson, and a Union Representative. A copy of the notice shall be sent to the Union President. Also, the President and the Employee may each have a representative present at this meeting. This meeting shall take place within twenty (20) days of the mailing to the Employee of the President's notification. The Employee shall be given at least seven (7) working days notice of the time and place of this meeting. The notification shall be by registered mail addressed to the Employee at the Employee's last known address. The notification shall state the specifics of the Employee's alleged infraction or the Employer's alleged source of dissatisfaction with the Employee. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.

#### **20.2.20**

If no satisfactory solution is reached at the meeting provided for in 20.2.10 above, the President shall advise the Employee in writing of the disciplinary decision and the specific reasons therefore. This notice shall be sent within twenty (20) days of the final meeting provided for in 20.2.10 above by registered mail addressed to the Employee at the Employee's last known address.

#### **20.2.30**

If the Employee's whereabouts are unknown to the Employer and the Union, the meeting contemplated in 20.2.10 above shall be dispensed with and the President may immediately give notice of discipline by registered mail addressed to the Employee at the Employee's last known address.

#### **20.2.40**

In cases where there is an immediate threat by the Employee to an individual(s) at the University or to University property, or an immediate or serious threat to the functioning of the University, the Employer retains the right to immediately suspend an employee until the matter can be dealt with under Article 20.2.10. Any such suspension shall be with pay and benefits.

#### **20.3.10**

If the Employee wishes to contest the discipline, the Employee may, within seven (7) calendar days of receiving written notice of discipline (or, in the case of the Employee being notified by registered mail as provided for in 20.2.30 above, within fourteen (14) calendar days of the mailing of the discipline notice), give the Employer notice that the discipline is being grieved and referred to arbitration as set out in Article 22.6.

### 20.3.20

It is agreed that the Employer will not introduce into evidence at arbitration any notices of discipline of which the Employee was not aware at the time of the disciplinary action.

### 20.3.30

Until the Arbitration Board renders its decision, the Employee shall continue to receive his/her salary and other benefits but, at the Employer's discretion, may be suspended from the performance of some or all of his or her duties.

## **ARTICLE 21.0**

## **ENTRY OR RE-ENTRY TO THE BARGAINING UNIT OF ACADEMIC ADMINISTRATORS AND RELATED PROVISIONS{ XE "ENTRY OR RE-ENTRY TO THE BARGAINING UNIT OF ACADEMIC ADMINISTRATORS AND RELATED PROVISIONS" \B }**

### 21.1

- (a) All Academic Administrators may automatically enter or re-enter the bargaining unit upon completion of their terms of office as Academic Administrators. Time spent as an Academic Administrator shall be deemed equivalent service for all appropriate purposes of this Agreement except service required for sabbatical leaves under Article 19.3.20(c)v) hereof, (provided that Academic Administrators whose terms of office are three (3) years or less shall receive recognition of this service for sabbatical leave entitlement), provided that an Academic Administrator may be granted leave of absence on such terms as may be determined by the Employer at the completion of his/her term of office prior to actively taking up position in the bargaining unit. Service credits to which an Academic Administrator may be entitled prior to his/her being appointed an Academic Administrator shall not be interrupted or abrogated as a result of such appointment. If at the time of the appointment the Academic Administrator is assigned to a Department, the Chairperson of that Department will be notified of the Employer's decisions regarding rank and tenure.
- (b) If an Academic Administrator should be granted leave of absence or a sabbatical leave for a one-year period following his or her term of office, entry or re-entry to the bargaining unit shall automatically take place at the conclusion of the leave. If the Administrator should request an

extension of this leave, with or without pay, the application for this extension shall be made as a member of the bargaining unit and the leave will be governed by the terms and procedures of Articles 19.7 and 19.9(b).

- (c) When an Academic Administrator enters or re-enters the bargaining unit, if there is not a vacancy in the area or areas within the Department for which he/she is qualified, his/her entry or re-entry shall be considered an additional allocation for that Department until such time as a vacancy occurs in that Department in an area or areas for which he/she is qualified, at which time he/she shall fill such vacancy. During the time when there is no such vacancy aforesaid, the additional allocation shall not be at the expense of any other Department's allocation and shall not be considered a position for the purpose of establishing allotments under Article 10.1.20(a) hereof. No Faculty Member holding an appointment under Article 10.1.10(a) or (b) hereof shall be displaced from the bargaining unit by the entry or re-entry of an Academic Administrator into the bargaining unit.
- (d) The granting of tenure and/or academic rank by the University to any Faculty Member or Academic Administrator which prior to the signing of the 1976-77 Collective Agreement between the parties was determined by rules and/or procedures in effect at the time such tenure and/or academic rank was granted shall be deemed to have been granted in accordance with and to have the same effect as tenure and/or academic rank granted pursuant to the provisions of this Collective Agreement.
- (e) Where provisions of this Agreement apply to full-time Faculty Members this shall include application to full-time Faculty Members excluded from the bargaining unit by LRB 2056 (Schedule "A").
- (f) Any recommendations made to the Employer regarding appointment of Academic Administrators subsequent to the signing of this Agreement shall include the views and recommendations of the University Appointments Committee on the academic rank and/or tenure for each candidate submitted to the Employer. The Chairperson of the University Appointments Committee shall make these views and recommendations known to the Employer as soon as possible but in any event within fifteen (15) days of referral of the matter to the Committee. These views and recommendations shall be based solely on the academic merits of the candidates. The Academic Administrator shall be entitled to such academic rank and/or tenure as determined by the Employer at the time of his/her appointment as an Academic Administrator should he/she enter or re-enter the bargaining unit pursuant to the provisions of Article 21.1(a) above.

**ARTICLE 22.0                    GRIEVANCE AND ARBITRATION{ XE "GRIEVANCE AND ARBITRATION" \B }**

**22.1                    GENERAL{ XE "GENERAL" }**

**22.1.1**

Union representatives acting for an aggrieved Employee or Employees shall not be hindered, coerced, restrained or interfered with in the performance of their duties as representatives.

**22.1.2**

The parties agree to make every reasonable effort to settle all claims, disputes and grievances in a prompt manner.

**22.1.3**

The Union shall have carriage of all grievances, except those initiated by the Employer. The employer shall deal only with the Union with respect to a grievance.

**22.1.4**

Where a member of the bargaining unit acts as a representative of a grievor, it is understood that his/her normal duties, including teaching and student advising, will continue.

**22.2                    DEFINITIONS{ XE "DEFINITIONS" }**

**22.2.1**

- (a) Grievance: A grievance is a claim, dispute or complaint involving the interpretation, application, non-application, alleged violation of this collective agreement.
- (b) Grievor: The grievor is the Union or the Employer whoever initiates a grievance on behalf of an individual or group of individuals or itself.

**22.2.2                    Types of Grievance{ XE "Types of Grievance" }**

- (a) An individual grievance is a grievance initiated by the Union on behalf of an individual Employee;
- (b) A group grievance is a grievance initiated by the Union on behalf of a group of Employees similarly affected by the Employer's action;

- (c) A policy grievance is a grievance by the Union which may involve a matter of general policy or of general application of the Collective Agreement;
- (d) A Union grievance is a grievance which directly affects the Union.
- (e) An Employer grievance is a grievance initiated by the Employer.

## **22.3 TIME LIMITS{ XE "TIME LIMITS" }**

**[For clarification in this article, working days means Monday to Friday, September 1 to August 31 inclusive, excluding statutory holidays.]**

### **22.3.1**

- (a) The Union shall file a grievance according to procedures outlined in 22.5.1 within twenty (20) working days after the occurrence of the incident giving rise to the grievance, or twenty (20) working days from the date it became aware of the events giving rise to the grievance, whichever is later.
- (b) Should the incident giving rise to the grievance have occurred outside the academic year (as defined in this collective agreement), the grievor shall have thirty (30) working days from the start of the next academic year in which to initiate the grievance, or thirty (30) working days from the date the Union knew of the events giving rise to the grievance, whichever is later.

### **22.3.2**

- (a) In the event a party fails to reply in writing within the time limits prescribed in this article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.
- (b) The time limits specified in this article may be extended by mutual agreement by the parties. The amended time limits must be specified in writing.

## **22.4 TERMINATION OF EMPLOYMENT{ XE "TERMINATION OF EMPLOYMENT" }**

### **22.4.1**

In cases involving dismissal, failure to renew a probationary contract or denial of tenure, the Union shall have the right to take a dispute directly to arbitration.

#### **22.4.2**

In cases involving dismissal, failure to renew a probationary contract, denial of tenure or discipline, the burden of proof shall be on the Employer to establish its case. In a case of alleged discrimination the Union shall be required to present evidence first.

### **22.5 GRIEVANCE PROCEDURES{ XE "GRIEVANCE PROCEDURES" }**

#### **22.5.1**

The Union shall lodge a written grievance with the Academic Vice-President by completing the grievance form attached as Schedule "B" to this Agreement.

#### **22.5.2**

No later than five (5) working days following the receipt of the grievance, the Academic Vice-President shall meet with the Union representative and any Employee affected. The parties shall make every reasonable attempt to resolve the grievance.

#### **22.5.3**

If the grievance is resolved at this first stage, such settlement shall be reduced to writing and countersigned by the Union representative and the Academic Vice-President within five (5) working days of the meeting at which resolution was reached.

#### **22.5.4**

In the event that the Union representative and Academic Vice-President cannot resolve the grievance within twenty (20) working days of the meeting specified in 22.5.2, the Academic Vice-President shall forward in writing to the Union representative the reasons for denying the grievance.

#### **22.5.5**

If the first stage decision does not resolve the grievance, the Union may refer the matter to the President within five (5) working days of the date of receipt of decision or of the date such decision should have been given. The submission to the President shall be in writing and shall include a copy of the grievance and a copy of the first stage decision. Within five (5) working days of receipt of the submission, the President shall call a meeting with the appropriate parties to discuss the grievance. The President shall, within five (5) working days after such meeting, give a decision in writing to the Union.

### **22.5.6**

If the grievance is not resolved at the meeting(s) held under article 22.5, none of the settlement discussion can be brought forward as evidence in any subsequent arbitration.

### **22.5.7**

In the event the Employer has a grievance which it wishes to process under this Article, the Academic Vice-President or the Acting Academic Vice-President, shall present the grievance in writing to the President or Secretary of the Union, or their respective delegates. If the matter is not resolved to the satisfaction of the Employer within twenty (20) working days of the Union's receiving the grievance, the Employer may submit the matter to arbitration pursuant to the provisions of Article 22.6 hereof.

## **22.6 ARBITRATION{ XE "ARBITRATION" }**

### **22.6.1**

The Union may, within ten (10) working days of receipt of the response specified in 22.5.5, give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.

### **22.6.2 Arbitration Board{ XE "Arbitration Board" }**

- (a) There shall be an Arbitration Board composed of three (3) persons: a Nominee of each of the parties and a Chairperson to be chosen jointly by the two nominees. By mutual agreement, the Arbitration Board may be composed of one person.
- (b) The Members of an Arbitration Board hearing cases related to renewal promotion, tenure or dismissal shall be persons who hold or have held a full-time academic university appointment or university administrative appointment on the academic side.
- (c) At the time notice is given, the party shall indicate the name of its Nominee on the Board, and within seven (7) working days the other party shall reply, naming its Nominee. The two Nominees will then select a Chairperson for the Arbitration Board.
- (d) If the recipient of the notice fails to nominate an Arbitrator or if the two Nominees fail to agree on a Chairperson within seven (7) working days of their appointment, any required appointment shall be made by the Minister of Labour for the Province of Nova Scotia upon the request of either party.

## **22.7 POWERS OF THE ARBITRATION BOARD{ XE "POWERS OF THE ARBITRATION BOARD" }**

### **22.7.1**

The Arbitration Board shall have all the powers of an arbitrator as stated in the *Nova Scotia Trade Union Act*, as amended from time to time.

### **22.7.2**

For the purposes of this article, grievances involving the non-renewal of a probationary contract or denial of tenure shall be treated as grievances involving dismissal.

### **22.7.3**

The Arbitration Board shall not have the power to alter, add to, modify, or amend the Agreement in any respect whatsoever.

## **22.8 PROCEDURES{ XE "PROCEDURES" }**

### **22.8.1**

The Arbitration Board shall determine its own procedures but all parties will be given full opportunity to present evidence and to make any representations.

### **22.8.2**

The Arbitration Board shall not be barred on the basis of a technical objection from hearing the substance of a grievance and rendering an award. For greater certainty, technical violations include, but are not limited to, irregularities occasioned by clerical, typographical or technical error in the written specification of the grievance.

### **22.8.3**

In any arbitration concerning discipline and/or discharge, the parties agree that the following procedures shall apply:

- (a) The parties shall not present to the arbitration panel any evidence or information which was obtained from meetings which the parties had previously agreed, in writing, were to be held without prejudice;
- (b) If either party tenders, as evidence, an investigation report into the subject matter of the grievance, the other party may:
  - i) Cross-examine the maker of the report; and
  - ii) Cross-examine any other individuals referred to in such report;

- (c) In reference to (b)i) above, should the author of the report not be available for cross-examination, the report shall not be entered into evidence;
- (d) In reference to (b)ii) above, should any individual referred to in the report whose testimony is deemed relevant to the case not be available for cross-examination, their testimony shall be removed from the report prior to its being submitted.

## **22.9 DECISION{ XE "DECISION" }**

### **22.9.1**

The decision of the majority shall be the decision of the Arbitration Board and, where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding and enforceable on both parties.

## **22.10 EXPENSES{ XE "EXPENSES" }**

### **22.10.1**

Each party shall bear the fees and expenses of its appointed Arbitrator and one-half (1/2) of the fees and expenses of the Chairperson of the Arbitration Board not paid by the Department of Labour.

## **ARTICLE 23.0 REDUCTIONS IN WORKFORCE{ XE "REDUCTIONS IN WORKFORCE" \B }**

### **23.1 REDUCTIONS IN FACULTY{ XE "REDUCTIONS IN FACULTY" }**

#### **23.1.10**

A major change in academic programs or course offerings resulting from significant changes in student enrollment or serious financial considerations, or the merger or amalgamation of Departments, Faculties, or Programs, or significant change due to the adoption of Technologically Mediated Credit Courses or Programs, where such change can be expected to result in an adverse effect on the employment security of Employees, shall require prior consultation between the Union and the Employer, and shall also require the approval of the Senate to the extent provided for in the Saint Mary's University Act, 1970. The Union and the Senate shall, in such circumstances, be given detailed financial information.

### 23.1.11

The following measures shall be considered jointly by the Employer and the Union before a decision is made to declare any faculty redundancy:

- (a) Moratorium on new appointments in the area affected and cognate areas;
- (b) Realignment and adjustments to the University budget;
- (c) Adjustments to academic programs and course offerings, provided such shall not have a major adverse effect on students;
- (d) Use of sabbatical or other leaves, and normal or early retirements, with the consent of the Employee concerned;
- (e) Transfer to other Departments or positions with the University with the consent of the Employee concerned and with the consent of the Department or administrative unit to which the Employee is to be transferred;
- (f) Consideration for re-training at the option of the Employer. All such re-training shall be with the Employee's consent. An Employee selected for re-training shall be allowed leave for up to two years and shall receive a salary and/or research grants, stipends, fellowships, etc., to the equivalent of 100% of the Employee's normal salary for such year(s) of leave. An Employee selected for re-training must undertake to return to employment at the University for a period equivalent to the period of re-training leave.

### 23.1.20 Lay-Off and Recall - Faculty Members{ XE "Lay-Off and Recall - Faculty Members" }

### 23.1.21

- (a) When a declaration of redundancy is made and no satisfactory provision can be made by the Employer for the continued employment of Faculty Members affected, redundant Faculty Members shall be laid off in the following order:
  - i) Part-time Faculty Members,
  - ii) Visiting or sessional Faculty Members,
  - iii) Faculty Members on limited term appointments,
  - iv) Other full-time Employees, based on academic priorities and
- (b) Notice of lay-off shall be given to Faculty members appointed under Article 10.1.10(a) or (b) not less than fifteen (15) months prior to the termination date.

- (c) Any full-time Faculty Member laid off as a consequence of redundancy shall have the right to be recalled, within four (4) years of the end of the Academic Year in which the redundancy is declared, to the first available appointment for which the Faculty Member's qualifications make him/her competent: in such cases, Faculty Members on lay-off shall be recalled in the reverse order of their lay-off.
- (d) In the event of recall to his/her previous position or to a different position for which the Faculty Member is qualified, the Faculty Member shall receive all the entitlement of the previous position:
  - i) Recalled Faculty Members shall receive the same rank; years of service in rank; tenure or appointment status; sabbatical entitlement; and seniority which they held before being laid off.
  - ii) The recalled Faculty Member shall receive a salary that is not less than the minimum annual salary that was applicable to his/her place on the Salary Scales specified in Article 16.00 before being laid off. Appropriate credit for relevant equivalent service performed by the Faculty Member during the lay off period shall be determined in accordance with Article 10.1.30. The recalled Faculty Member shall be advanced on the Salary Scales to reflect any increase in service credit.

### **23.1.22**

A Faculty Member hired under Article 10.1.10(a) or (b) who is declared redundant and leaves the employ of the University as a result of such redundancy shall receive one month's salary for each year of full-time service with the University up to a maximum of twelve (12) months' salary. The monthly salary shall be computed on the basis of the Faculty Member's salary during his/her final year of employment. Faculty Members leaving the employ of the University under this clause retain their right to be recalled under Article 23.1.21(c).

### **23.1.23**

Seniority for Faculty Members shall mean the total amount of compensated service in the employ of the University. Seniority will be considered broken, and all rights hereunder forfeited, when the Faculty Member:

- (a) Voluntarily leaves the employ of the University;
- (b) Is discharged for cause;
- (c) Fails to return to work within forty-five (45) calendar days after receiving a recall notice;

- (d) Is laid off for a period in excess of forty-eight (48) months.

## **23.2 REDUCTIONS IN PROFESSIONAL LIBRARIANS{ XE "REDUCTIONS IN PROFESSIONAL LIBRARIANS" }**

### **23.2.10**

Where a major change in library programs or where the merger or amalgamation of departments, divisions, or services can be expected to result in an adverse effect on the employment security of Professional Librarians, prior consultation between the Union and Employer shall be required.

### **23.2.11**

The following measures shall be considered jointly by the Employer and the Union before a decision is made to declare any Professional Librarian redundancy:

- (a) Moratorium on new appointments in the Library;
- (b) Realignments and adjustments to the University budget;
- (c) Adjustments to programs, services or hours of operation, in the Library, provided such shall not have a major adverse effect on students;
- (d) Use of professional development or other leaves, and normal or early retirement for Professional Librarians with the consent of the Employee concerned;
- (e) Transfer to other Departments or positions with the University with the consent of the Employee concerned and with the consent of the Department or administrative unit to which the Employee is to be transferred;
- (f) Consideration for re-training at the option of the Employer. All such re-training shall be with the Employee's consent. An Employee selected for re-training shall be allowed leave for up to two years and shall receive a salary and/or research grants, stipends, fellowships, etc., to the equivalent of one hundred (100) percent of the Employee's normal salary for such year(s) of leave. An Employee selected for re-training must undertake to return to employment at the University for a period equivalent to the period of re-training leave.

**23.4 LAY-OFF AND RECALL - PROFESSIONAL LIBRARIANS{  
XE "LAY-OFF AND RECALL - PROFESSIONAL  
LIBRARIANS" }**

**23.4.10**

Should it become necessary to lay off Professional Librarians, they will be laid off in the following order:

- (a) Part-time Professional Librarians;
- (b) Professional Librarians on term appointment;
- (c) Professional Librarians on probationary appointments;
- (d) Non-probationary Professional Librarians.

**23.4.20**

In the event of a lay-off, the affected Librarian(s) will receive notice or salary in lieu of notice calculated at a rate of one (1) month's notice or salary for every year of compensated service. In no case shall the notice or salary in lieu of notice be for less than three (3) months or for more than twenty-four (24) months.

**23.4.30**

Any full-time Professional Librarian laid off shall have the right to be recalled, within forty-eight (48) months of the end of the Academic Year in which the redundancy is declared, to the first available appointment for which the Librarian's qualifications make him/her competent: in such cases, Professional Librarians on lay-off shall be recalled in the reverse order of their lay-off.

**23.4.40**

In the event of recall to his/her previous position, there shall be no probationary period for that Employee, the Professional Librarian's salary shall not be less than that salary he/she was receiving at the time he/she was laid off unless there has been a general reduction in salary of the Bargaining Unit, and he/she shall receive the same rank, years of service in rank, appointment status, professional development leave entitlement and seniority earned up to the time he/she was laid off. Appropriate credit for relevant equivalent service performed by the Professional Librarian during the lay off period shall be given in a manner consistent with Article 10.2.50. The recalled Librarian shall be advanced on the salary scale to reflect any increase in service credit.

#### **23.4.41**

In cases of lay-off or recall, the skill, ability, experience, knowledge, and training to immediately perform all of the required functions of the work required shall be the primary and governing considerations, provided that where all of those qualifications are equal, seniority will govern.

#### **23.4.50**

The seniority of a Professional Librarian will be considered broken and all rights hereunder forfeited, if he/she:

- (a) Voluntarily quits his/her employ with the Employer;
- (b) Is discharged for cause;
- (c) Fails to return to work within forty-five (45) calendar days after recall notice is given him/her personally or by registered mail to his/her last address on file with the Employer. It shall be a condition of possible future recall that all Professional Librarians keep the Employer informed of their current mailing address;
- (d) Is laid-off for a period in excess of forty-eight (48) months.

### **ARTICLE 24.0 AMALGAMATION, MERGER, AND PROGRAM SUSPENSION OR CLOSURE{ XE "AMALGAMATION, MERGER, AND PROGRAM SUSPENSION OR CLOSURE" \B }**

#### **24.1 AMALGAMATION AND MERGER PROTECTION – UNIVERSITY{ XE "AMALGAMATION AND MERGER PROTECTION – UNIVERSITY" }**

The Employer shall not sell or transfer the whole of the assets of the University, or amalgamate or merge with any other body, during the term of the Agreement without prior consultation with the Union. In the event of the sale, transfer, amalgamation or merger of the University, 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:

- (a) All Employees will be employed by the new Employer and, to the extent possible, in the same Departments as they are employed with the Employer;

- (b) All Employees will receive the same rank with the new Employer and enjoy the same status and privileges, including tenure or seniority, which they enjoyed with the Employer;
- (c) So far as possible all rights accrued with the Employer related to sabbatical entitlement, tenure, seniority, vacation, sick leave and similar benefits will be preserved with the new Employer; and
- (d) 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 Employees with the Employer.

**24.2 AMALGAMATION, MERGER, SUSPENSION OR CLOSURE - ACADEMIC PROGRAMS{ XE "AMALGAMATION, MERGER, SUSPENSION OR CLOSURE - ACADEMIC PROGRAMS" }**

**24.2.1**

The amalgamation, merger, suspension or closure of academic credit programs, for reasons other than financial exigency, requires notice to and prior consultation with: the Department or Departments in which the program is housed; the appropriate Faculty Executive; the appropriate Faculty Council; and the approval of Senate to the extent provided for in the Saint Mary's University Act, 1970.

**24.2.2**

For the purposes of Article 24.2, consultation shall mean that the Department, Faculty Executive, and Faculty Council shall be asked to submit their recommendations regarding the proposed amalgamation, merger, suspension or closure to Senate or a committee designated by Senate, and that each shall also have the right to meet with and discuss the amalgamation, merger, suspension or closure with Senate or a committee designated by Senate. Consultation also means that the affected Department, Faculty Executive or Faculty Council shall be given 30 days from the date of notice in which to make their recommendations and in which to meet with Senate or a committee designated by Senate prior to any Senate decision with respect to the amalgamation, merger, suspension or closure.

**24.2.3**

Any amalgamation, merger, suspension or closure of an academic credit program is subject to the provisions of Article 23.0.

**24.3 AMALGAMATION, MERGER OR CLOSURE – LIBRARY{ XE "AMALGAMATION, MERGER OR CLOSURE – LIBRARY" }**

**24.3.1**

The amalgamation, merger, or closure of the Library, or one or more of the Library's operational areas, or changes that may result in layoff of Professional Librarians, for reasons other than financial exigency, requires notice to and prior consultation with the Library Council and the Senate.

**24.3.2**

For the purposes of Article 24.3, consultation shall mean that the Library Council and Senate shall be asked to submit their recommendations regarding the proposed amalgamation, merger, or closure to the Academic Vice-President, and that they shall also have the right to meet with and discuss the amalgamation, merger, or closure with the Academic Vice President. Consultation also means that the Library Council and Senate shall be given 30 days from the date of notice in which to make their recommendations and in which to meet with the Academic Vice President prior to any recommendation he/she would make to the President with respect to the amalgamation, merger, or closure.

**24.3.3**

Any amalgamation, merger, or closure of the Library, is subject to the provisions of Article 23.0.

**ARTICLE 25.0 OFFICIAL FILES{ XE "OFFICIAL FILES" \B }**

**25.1.10**

Subject to the provisions of 25.1.30, all documents and materials maintained by the Employer and used, or to be used, in determining the employment status of, or in evaluating the professional performance of, an Employee shall be placed in an Official File. There shall be only one Official File for each Employee. The Official File shall contain an inventory of all of the material contained in the File. This file shall be kept in the office of the Academic Vice President. Copies of these documents and materials may be filed and used elsewhere as necessary for normal administrative purposes. Documents and materials contained in the Official File shall be clearly marked as confidential. Copies of any documents or materials, the originals of which are contained in an Official File, shall clearly be marked as copy and confidential.

**25.1.20**

An Employee, and with the Employee's written consent, an Employee's agent, shall have the right, during normal business hours, and upon reasonable notice, to examine the entire contents of his or her Official File. The examination may be carried out in the presence of a person designated by the Academic Vice President. Employees, or their agents, shall not remove their Official File or parts thereof from the office. An Employee or his or her agent may obtain, upon written request, a copy of any of the contents of his or her Official File.

**25.1.30**

Employees have the right to have included in their Official Files, their written comments about the accuracy, relevance, meaning or completeness of the contents of their Files. Upon written request from an Employee or the Employee's agent, the Academic Vice President shall remove from the Employee's Official File information which has been shown to be false.

**25.1.40**

The Employer will not rely upon any anonymous complaints or criticisms when making decisions with respect to the Employee's employment status or in evaluating the Employee's professional performance. No anonymous material shall be contained in the Employee's Official File. This Article does not apply to procedures provided for in this Collective Agreement which allow for material to be provided to the Employee without attribution. Similarly, the results of any collective student opinion survey of the Employee's teaching which is produced under the auspices of Senate shall not be considered anonymous material.

**25.1.50**

The Employer agrees that only reports relating to an Employee's performance, conduct, or behaviour, which have been placed in an Employee's Official File may be used by the Employer in decisions affecting the Employee's employment status.

**25.1.60**

No report which is unfavourable to an Employee may be placed in the Employee's Official File or constitute a part of the Official File unless a copy of the report is sent to the Employee within twenty (20) days of such performance, behavior or conduct coming to the attention of the Employer or of the Employer's alleged source of dissatisfaction with the Employee.

**25.1.70**

Upon signing of this Collective Agreement, the Employer agrees to create an Official File for each Employee in keeping with the requirements stipulated in this Article.

**25.1.80**

Notwithstanding Article 25.1.20, an Arbitration Board shall have access to all Official Files, including confidential material, which they decide are relevant to the issue(s) under consideration.

An Arbitration Board shall have the right to exclude from consideration material from an Official File on the grounds that it is stale, i.e. more than five years old.

**ARTICLE 26.0 AMENDMENT TO UNIVERSITY ACT{ XE "AMENDMENT TO UNIVERSITY ACT" \B }**

**26.1**

Any proposal by the University to amend the Saint Mary's University Act, 1970, shall require prior consultation with the Union.

**ARTICLE 27.0 CORRESPONDENCE{ XE "CORRESPONDENCE" \B }**

**27.1**

All correspondence between the Employer and the Union, arising out of the Agreement or incidental thereto, shall pass to and from the President of the University and the President of the Union.

**ARTICLE 28.0 COPIES OF THE AGREEMENT{ XE "COPIES OF THE AGREEMENT" \B }**

**28.1**

The Employer shall print sufficient true signed copies of the Agreement and shall distribute one such copy of the Agreement to each Employee and fifty

copies to the Union within thirty (30) days of the date of signing of the Agreement.

**ARTICLE 29.0                    TERM OF AGREEMENT{ XE "TERM OF AGREEMENT" \B }**

**29.1                    DURATION AND APPLICATION{ XE "DURATION AND APPLICATION" }**

The Agreement shall be binding and remain in effect from the 1st day of September, 2006 until and including the 31st day of August, 2009. All provisions of this Agreement shall, unless otherwise stated, be effective from the date of the signing of this Agreement except for the following: Monetary adjustments provided in Article 16.0. This Agreement shall continue from year to year after the 31st day of August, 2009 unless either party gives the other party notice in writing at least thirty (30) days, but not more than one hundred and fifty (150) days prior to the 31st day of August in any year that it desires renegotiation of the Agreement.

**29.2                    NOTICE OF RENEGOTIATION{ XE "NOTICE OF RENEGOTIATION" }**

The notice of renegotiation shall stipulate as completely as possible the revisions requested or the articles to be renegotiated. Within twenty (20) days of receipt of such notice by one party, the other party shall enter into negotiation of a new Agreement.

**29.3**

The Agreement shall remain in force, including during any period of negotiation, until a new Agreement is ratified by both parties, or until a lockout or a strike is declared pursuant to the Trade Union Act of Nova Scotia.

**SAINT MARY'S UNIVERSITY**

**SAINT MARY'S UNIVERSITY  
FACULTY UNION**

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President of the Faculty Union

\_\_\_\_\_  
Witness as to the signing by  
Saint Mary's University

\_\_\_\_\_  
Witness as to the signing by  
Saint Mary's University Faculty Union

\_\_\_\_\_  
President of the University

\_\_\_\_\_  
Secretary to the Faculty Union

Ratified by the Board of Governors and the Saint Mary's University Faculty Union,  
February 21, 2007.

**Memorandum of Agreement (Benefits){ XE  
"Memorandum of Agreement (Benefits)" }**

**between**

**Saint Mary's University Faculty Union (the Union)**

**and**

**Saint Mary's University (the Employer)**

**Regarding SMUFU assuming responsibility for providing Group Benefits for its  
Members**

The Parties agree that:

1. Within thirty (30) days of the signing of this agreement, the parties agree to establish a committee to negotiate the transition from the current Group Benefit plan to a Union Trust. This will include but not be limited to administration requirements and re-entry to ISI SMU benefit program provisions. The decision on establishing the trust or staying in the current plan will be the responsibility of SMUFU. SMUFU shall advise the University in writing of their decision on establishing the Trust or staying in the current plan no later than 60 days from the ratification of this collective agreement.
2. Until such time as the Union Trust is in effect, the existing benefit plans shall remain in effect and shall be managed according to the practices and terms in place, subject to the approval of the insurers.
3. The Union shall manage a Union Trustee Group Benefit Plan for its Members. The Plan shall include all of the existing benefit plans (that is Group Life Insurance including Optional Dependent Life, Employee Assistance Plan, Long Term Disability, Extended Health Care including Supplementary Travel and Dental Insurance) provided to Union members. The Union Trustee governance arrangement shall allow for the Employer to appoint an observer or alternate to the Board of Trustees.
4. The Employer shall provide the Union with all current Group Benefit information they require (specific to Union members).
5. The Employer shall provide 2.2%, 2.2% and 2.4% in September 1, 2006, September 1, 2007, and September 1, 2008, respectively, of the salary base for Union Members

as their premium contribution to the Union Trust Plan for Union Members. It is understood that should this amount prove to be insufficient to pay the required premium amount, the members enrolled in the Union Group Plan shall pay the difference. The University will not have any responsibility for any future deficits generated by the Union Trust.

6. The Employer will arrange for the Union to receive current master policies and amendments of its Group Benefits Plan. The Employer will cooperate with enrollment, deduction, remittance of premiums and provision of necessary data to the insurers for the purpose of the transition to the Union Trust. On an ongoing basis the employer will continue to enroll new members on the union trust plan and adjust their payroll deductions to the levels identified by the union trust.
7. The Employer will continue with its duty to accommodate disabled employees within legally accepted guidelines.
8. Within sixty (60) days of the termination of SMUFU's participation within the ISI plan, all contribution to the Health and Dental Administrative Services Only surplus on behalf of SMUFU will be returned to SMUFU. These surpluses will include but not be limited to SMUFU's share of the claims fluctuation reserves or reserve deposit accounts. The applicable surplus will be calculated as per the mutually agreed upon termination date. In the case of disagreement, a mutually acceptable forensic auditor will be appointed.
9. A subsequent accounting will be concluded on the basic life and Long Term Disability (LTD) benefits reserves within twelve (12) months of a mutually agreed upon termination date. The final accounting to determine the distributable surplus, as of the applicable termination date, will be done by the current underwriter and reviewed by both SMU's and SMUFU's consultants based on generally accepted actuarial principles. The distributable surplus as determined above will be paid to SMUFU. If no agreeable resolution can be reached, a forensic auditor will be appointed to audit the results received from the basic life and Long Term Disability underwriter to determine whether the underwriter will be challenged on the results. Any costs associated with a challenge will be the responsibility of the party initiating the challenge. In the event of a challenge, neither SMU nor SMUFU will oppose the challenge.

**Memorandum of Understanding  
on Faculty Participation{ XE "Memorandum of  
Understanding on Faculty Participation" }**

The Employer and the Union both recognize the importance of student enrolment and fundraising initiatives on the financial stability of the University.

As part of their service to the University, Faculty participation in initiatives related to student recruitment and retention and in alternative revenue generation (such as fundraising) is of paramount importance.

The Employer and the Union agree to establish a joint committee within 3 months of signing this agreement to examine how best to develop and implement a plan for faculty involvement.

The committee shall report to the Employer and the Union within 12 months of the creation of the committee.

**Memorandum of Understanding on Strategies for the  
Recruitment and Retention of Faculty{ XE  
"Memorandum of Understanding on Strategies for the  
Recruitment and Retention of Faculty" }**

The parties agree to establish a Joint Employer-Union Committee within 60 calendar days of the signing of this agreement to formulate strategies beyond the provisions of this collective agreement, in relation to optimizing Saint Mary's position in relation to recruiting and retaining full time Faculty. The formulation process is intended to engage Full-Time Faculty and the Employer in the shared role of maintaining and enhancing Saint Mary's as a University of choice for Faculty.

The Committee shall be comprised of three members appointed by the Employer and three appointed by the Union. The Committee will review practices of other Canadian Universities such as providing assistance and support in finding employment for the spouses/partners of recently hired Employees and accessing health care providers and will consult with Saint Mary's Deans, Chairs, Program Coordinators, Faculty, and Administrative Officers regarding strategies appropriate for implementation at Saint Mary's University.

The Committee will provide a written report to the Academic Vice-president and the Union within one year of the signing of this agreement.

## **Letter of Agreement{ XE "Letter of Agreement" }**

By this Letter of Agreement, the University and the Faculty Union agree to form a joint committee within one year of signing this agreement for the purpose of defining guidelines by which the Employer will determine whether and to what extent an overscale/overscale adjustment is warranted in specific cases in order to retain Faculty Members who already hold appointments at Saint Mary's University. These guidelines will take into account discipline-specific benchmark data and will include a provision for the Employer to furnish a detailed rationale for its decisions to the Union.

**Letter of Agreement Regarding the Establishment of  
a Unified Pension Plan for Saint Mary's University{  
XE "Letter of Agreement Regarding the Establishment  
of a Unified Pension Plan for Saint Mary's University" }**

Whereas the Board of Governors and the Saint Mary's University Faculty Union have agreed to a shared governance structure for the Pension Plan, and

Whereas an identical formal governance structure has been approved for the Faculty and Administration Pension Plan and the Support Staff Pension Plan, and

Whereas it is agreed that the University will have an overseer role and the Pension Committee will have an administrator role, and

Whereas the Pension Plan documents, as unanimously approved by the Faculty and Administration Pension Committee and the Support Staff Pension Committee are essentially identical, including contribution rates, investment policy, and pension benefits, and

Whereas multiple pension plans create unnecessary duplication of work and expenses, and

Whereas the University has agreed to pay all reasonable expenses incurred to establish a unified Pension Plan for Saint Mary's University.

The Saint Mary's University Faculty Union (SMUFU) approves a pension governance structure in which a single pension plan would be formed from the two existing Saint Mary's pension plans. It is understood that the details of such a merger would be prepared and approved by both the Faculty and Administration Pension Committee and the Support Staff Pension Committee and require approval of the Nova Scotia Superintendent of Pensions. It is also understood that SMUFU will have the right and responsibility to appoint seven of the thirteen pension committee members as identified in the committee memo on Pension Plan Consolidation dated January 12, 2005, and any future change to the structure of the committee would require prior approval of SMUFU.

**Schedule "A1" - Faculty Salary Scales{ XE "Schedule  
"A1" - Faculty Salary Scales" }**

**Salary Scale 1: September 1, 2006**

	LECTURER	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	FULL PROFESSOR
1	\$48,842	\$56,112	68,316	88,284
2	\$51,377	\$58,351	70,686	90,801
3	\$53,616	\$60,590	73,057	93,316
4		\$62,828	75,427	95,831
5		\$65,066	77,797	98,346
6		\$67,304	80,168	100,862
7		\$69,543	82,538	103,378
8		\$70,662	84,908	105,893
9			87,278	108,409
10			89,648	110,924
11			92,018	113,439
12			93,796	115,954
13				117,841
14				

**Salary Scale 2: September 1, 2007**

	LECTURER	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	FULL PROFESSOR
1	50,307	58,053	70,880	91,190
2	52,919	60,359	73,321	93,782
3	55,224	62,665	75,764	96,373
4		64,970	78,205	98,964
5		67,276	80,646	101,554
6		69,581	83,088	104,145
7		71,886	85,529	106,737
8		73,039	87,970	109,328
9			90,411	111,918
10			92,853	114,509
11			95,294	117,100
12			97,125	119,690
13				121,633
14				

**Salary Scale 3: September 1, 2008**

	LECTURER	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	FULL PROFESSOR
1	51,816	59,795	73,007	93,926
2	54,506	62,169	75,521	96,596
3	56,881	64,545	78,036	99,264
4		66,919	80,551	101,933
5		69,294	83,065	104,601
6		71,668	85,581	107,269
7		74,043	88,095	109,939
8		76,417	90,609	112,607
9			93,124	115,276
10			95,638	117,944
11			98,152	120,613
12			100,667	123,281
13				125,950

**Schedule "A2" - Professional Librarian Salary  
Scales{ XE "Schedule \"A2\" - Professional Librarian  
Salary Scales" }**

**Salary Scale 1: September 1, 2006**

	LIBRARIAN I	LIBRARIAN II	LIBRARIAN III	LIBRARIAN IV
1	39,840	45,108	56,143	67,842
2	41,770	46,777	57,799	69,490
3	43,439	48,446	59,455	71,138
4		50,116	61,110	72,785
5		51,784	62,766	74,433
6			64,421	76,081
7			66,077	77,729
8			67,732	79,376
9			68,973	81,024
10				82,672
11				84,320
12				85,968
13				87,204
14				

**Salary Scale 2: September 1, 2007**

	LIBRARIAN I	LIBRARIAN II	LIBRARIAN III	LIBRARIAN IV
1	41,293	46,719	58,343	70,135
2	43,280	48,438	60,048	71,832
3	45,000	50,157	61,753	73,530
4		51,877	63,458	75,226
5		53,595	65,164	76,923
6			66,869	78,621
7			68,574	80,318
8			70,279	82,015
9			71,557	83,712
10				85,410
11				87,107
12				88,804
13				90,078
14				

**Salary Scale 3: September 1, 2008**

	LIBRARIAN I	LIBRARIAN II	LIBRARIAN III	LIBRARIAN IV
1	42,532	48,120	60,093	72,239
2	44,579	49,891	61,850	73,987
3	46,350	51,662	63,606	75,736
4		53,433	65,362	77,483
5		55,203	67,119	79,231
6			68,875	80,980
7			70,631	82,728
8			72,387	84,475
9			74,143	86,224
10				87,972
11				89,720
12				91,469
13				93,217

**Schedule "B" - Grievance Form{ XE "Schedule "B"  
- Grievance Form" }**

**GRIEVOR'S NAME:** \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**HOME ADDRESS:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**1. Nature of Grievance:**

**2. Section(s) of Collective Agreement Involved:**

**3. Facts of the Case: (Attach separate page, if necessary)**

**4. Remedy Sought:**

**Signature of Grievor:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

## **Schedule “C” - Reduced Duties Status{ XE "Schedule “C” - Reduced Duties Status" }**

### Application and Conditions for Reduced Duties Status

Reduced Duties Status (RDS) is an arrangement in which an Employee, at his or her request, and subject to the Employer’s approval, carries a reduction in duties for a specified period of time.

RDS shall normally constitute the same proportional reduction in each of the components of the Employee's duties as specified in Article 8.4 or 15.0 as appropriate, except where the Employee and the University agree to a variation. It may constitute a reduction throughout the academic year or a release from duties for a portion of the academic year or any combination thereof. It shall normally not involve a reduction of more than two-thirds of normal duties or a release from all duties for more than two-thirds of the academic year. The Reduced Duties Status shall normally be available only to Employees who are (a) within five (5) years of normal retirement, or (b) are not within five (5) years of normal retirement but where special circumstances exist.

Except for employees on RDS under (b) above, once RDS begins it shall continue until the Employee’s normal retirement date or until the Employee leaves the employ of the University. Employees on RDS under (b) above shall remain on RDS for the period of time that has been mutually agreed upon by them and the Employer, but in no event to exceed eighteen (18) months. RDS shall normally begin on any July 1 or January 1. Applications for this leave under (a) must be received twelve (12) months prior to the starting date. Application for RDS under (b) shall take place as circumstances arise and end on any June 30 or December 31.

An Employee initiates the application for RDS in writing to the Vice-President Academic and Research by requesting a change from full-time to RDS. A copy of the application will be sent by the Vice-President, Academic and Research, to the Union and to the Employee’s Dean or University Librarian, as appropriate, upon receipt. The application for RDS shall be dealt with within 30 days of application.

The application should include proposals for:

- (a) the period of time for the RDS;
- (b) a detailed plan of the nature of the reduction; and
- (c) any other conditions the applicant deems relevant.

The Employee granted RDS status under (a) shall be replaced by a faculty member holding an appointment under Article 10.1.10(a) or 10.1.10(b) or by a Professional Librarian holding an appointment under Article 10.2.60. Employees shall not normally

be denied RDS unless the cost of the replacement exceeds the cost savings of the RDS and/or the granting of the RDS would result in the operational requirements of the unit not being met.

The Employer shall negotiate the terms of RDS with an Employee; the Employee is entitled to have a representative of the Union attend the negotiating sessions.

No RDS arrangement shall take effect unless and until the Employee and the Employer agree in writing to all the terms and conditions of the RDS. When a RDS arrangement is negotiated, the duration of the agreement must be specified. When the agreement has been signed, the University shall send a copy of the agreement to the Union.

#### Rights of Employees with Reduced Duties Status

An Employee with RDS has all the rights under this Agreement of an Employee who is not on RDS, except as specifically excluded in the Reduced Duties Agreement. RDS shall not change the Member's rights to security of employment. Time spent on RDS shall be counted as the proportion of the reduced duties as a period of service for Sabbatical Leave or Research or Professional Development Leave credit.

Before an Employee moves to RDS, the Employee's academic unit shall submit its recommendation on the RDS application to the Dean or University Librarian, as appropriate. The Academic unit shall include, along with its recommendation, its plan for covering the duties that will be reduced. The Dean or University Librarian shall include the Department's recommendation with his/her recommendation to the Vice-President, Academic and Research who shall take the said recommendations into account before making a decision. The AVP's decision shall be communicated in writing with reasons to the Employee and the Department.

#### Salary and Benefits

During a RDS arrangement, the Employee's Reference Salary; i.e. the salary the Employee would normally receive without any reduction of duties, shall be subject to all salary adjustments which would be applicable to that Employee's salary had the Employee not received any reduction in duties. During the negotiated period of service under the RDS, the actual salary received by the Member shall be in proportion to the reduced duties based on the Reference Salary.

An Employee within 5 years of normal retirement is entitled to full benefits related to his or her reference salary. Participation in benefit plans shall be on the same basis, i.e. mandatory or voluntary, as that for employees without reduced duties. The Employer shall continue to pay its portion of the premiums for the Employee's benefits. The Employee has the option of making contributions to the pension, life insurance and LTD plans on the basis of either his or her actual or reference salary and the Employer shall make its contributions on the same basis. Union dues shall be based on the Employee's actual salary.

An Employee not within five years of normal retirement with RDS will be eligible for all benefits available to Employees without RDS. Participation in benefit plans shall be on

the same basis, i.e. mandatory or voluntary, as that for employees without reduced duties. Benefit premiums, pension contributions, and Union dues will be based on the reduced salary.

The Employee's enrolment in the University's health and dental plans will continue unless the Employee advises Human Resources to cancel coverage.

While on RDS, the Employee's Professional Development Expense Reimbursements under Article 16.7 shall be prorated on the basis of the Employee's reduced salary. There shall be no reduction in the allocation of travel funds to the Employee.

**Schedule D – Faculty/Librarian Early Retirement  
Incentive Plan (ERIP){ XE "Schedule D –  
Faculty/Librarian Early Retirement Incentive Plan  
(ERIP)" }**

- The Early Retirement Date (ERD) will be June 30 of the year in which the ERIP contract is signed by the University and the employee, as indicated below
- Eligibility requirements at ERD
  - open to Faculty members/Professional Librarians at Saint Mary's University
  - length of service with SMU → minimum 20 years
  - age → minimum 55 years of age
  - Normal Retirement Date (NRD) means the thirty-first (31st) day of August coincident with or next following the date on which the Employee attains age sixty-five (65).
- Maximum term for early retirement period – from ERD until August 31 after 65th birthday
- Calculation of the retirement incentive

Salary at the ERD

Less estimated replacement salary (assume Assistant Professor Level 4 or Librarian II Step 2)

Equals Annual saving

Annual saving is multiplied by a recovery factor ranging from 90% to 80% (depends on years to Normal Retirement Date (NRD) → 1 - 3 years 90%, 4 years 85%, 5 - 10 years 80%)

Annual saving x recovery factor = Net annual saving

ERIP = Net annual saving x years from ERD to NRD (maximum allowable is \$225,000)

- The retirement incentive is payable through a series of bridging payments from the bi-weekly payroll system, beginning at the ERD and ending at the NRD

- Application deadline is April 1 of any given year, with ERIP contract signing April 1 of the following year (to provide sufficient notice), and early retirement beginning three months later on June 30 (contract signing and ERD have to fall in same fiscal year to avoid an accrual requirement with no related salary savings)
- For one year following the ERD, the method and timing of the replacement shall be at the discretion of the University

**Other benefits available until normal retirement date**

- Tuition waiver benefits per the Faculty Collective Agreement
- Tower benefit – 50% discount for faculty, 25% discount for spouse
- Library benefits per the Faculty Collective Agreement
- Maintain eligibility for research grants and travel expenses to the extent authorized by the Dean or other agencies

**Other conditions of the retirement incentive program**

- Not eligible to participate in the University's group life program
- Not eligible to participate in the University's extended health care program
- Not eligible to participate in the University's employee assistance program
- The program is entirely voluntary for both parties, the University and the Employee, and is subject to budgetary constraints
- Employee must, in writing, request access to the retirement incentive program. The request must be made to the Vice-President, Academic and Research at least one year in advance of the ERD.
- Employee will be required to sign an agreement to voluntarily accept early retirement and waive right to claim or action
- Employee will no longer be eligible for the long term disability insurance program at the ERD
- Employee will no longer be a member of the SMU pension plan at the ERD
- Employee will cease to be a full-time Faculty member/Professional Librarian at SMU at the ERD
- The Collective Agreement requires that the University provide to the Faculty Union a copy of the ERIP agreement 10 days prior to signing
- In the event of the employee's death during the early retirement period, the bridging payments will continue to be paid to the estate of the employee until the NRD

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