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## **Preamble**

Whereas the principal objectives and purposes of the University are the attainment of academic excellence in undergraduate education, the advancement of learning, and the pursuit and dissemination of knowledge;

And whereas these objectives and purposes are achieved principally through teaching, scholarship, research, creative activity and service to the University and the community at large;

And whereas the parties hereto recognize that they each have a responsibility to encourage an environment which is conducive to the achievement of these objectives and purposes;

Therefore this collective agreement is made and entered into between Mount Allison University (hereinafter referred to as the "Employer") and the Mount Allison Faculty Association (hereinafter referred to as the "Union") in order to set out specific contractual provisions which are intended to serve these objectives and purposes, to promote and maintain harmonious relationships between the parties, and to provide a means for settling disputes which may arise from time to time.

## **Article 1 – Definitions**

- 1.01 a) The words 'academic year' refer to the period from July 1 to the next June 30, both dates inclusive, or, in the case of an employee's initial year with the Employer, the period from the effective date of his/her appointment to June 30 in the next calendar year, both dates inclusive.
- b) The word 'Agreement' refers to this collective agreement between the Union and the Employer.
- c) The words 'bargaining unit' refer to the group of persons made up of all faculty members, instructors, and librarians as those groups are defined below in this clause.
- d) The word 'Board' refers to the Board of Regents of the Employer or the Executive Committee of the said Board of Regents.
- e) The words 'continuous service' refer to an employee's service with the Employer, whether as an employee or not, since his/her first appointment on a full-time basis which was not followed by a layoff in excess of three (3) years, or by the conclusion of an appointment which was not immediately followed by another appointment, or by retirement, or by a dismissal which was not followed by a reinstatement, or by a resignation.
- f) The word 'day', where it is not qualified by the word 'calendar', refers to a working day; that is, it refers to any Monday, Tuesday, Wednesday, Thursday or Friday except those which are observed by the Employer as holidays.
- g) The word 'Dean' refers to the Dean of Arts, the Dean of Science, or the Dean of Social Sciences, as the case may be.
- h) The word 'department', where not modified by the word 'library', refers to an academic department or school of the University.
- i) The word 'employee' refers to a member of the bargaining unit except as provided in clauses 38.04 and 38.05.
- j) The words 'faculty member' refer to a person who is employed full-time by the Employer and who by virtue of such employment normally teaches a full course load; save and except instructors, visiting professors, assistant deans, those above the rank of assistant dean, members of the Board of Regents, the Dean of Students, the Director of the Computer Centre, and those who are excluded from

the bargaining unit by the terms of the *Industrial Relations Act*. This paragraph is subject to the exceptions provided in clauses 38.04 and 38.05.

- k) The word 'instructor' refers to
  - i) a person who is employed as a teaching instructor and who by virtue of such employment normally teaches at least what would be a full course load for a faculty member, and who a) does not have the highest degree generally required by universities for appointment as a faculty member in his/her discipline and is not a candidate for such a degree, and b) is in a position where the teaching responsibilities are not such as to require a person to engage in research, professional, or creative activity of the quantity and quality that would be expected of a faculty member in the discipline. The total number of teaching instructors in any academic year shall be no more than five (5).
  - ii) a person who is employed full-time as a pre-doctoral fellow and who by virtue of such employment teaches at least one three-credit course, and
  - iii) a person who is employed full-time as a post-doctoral fellow and who by virtue of such employment teaches at least one three-credit course.
- l) The words 'intellectual property' refer to any result of intellectual or artistic activity that is created by an employee and can be owned by a person. Intellectual property includes all works that can be protected under patent, copyright, trademark, or other equivalent legislation.
- m) The word 'librarian' refers to a person who is employed and classified by the Employer as a professional librarian or as a professional archivist for a period of at least four consecutive months; save and except the University Librarian, members of the Board of Regents, and those who are excluded from the bargaining unit by the terms of the *Industrial Relations Act*. This paragraph is subject to the exceptions provided in clauses 38.04 and 38.05.
- n) The word 'parties' refers to the Employer and the Union.
- o) The word 'party' refers to one of the parties.
- p) The word 'President', when it is not qualified, refers to the President of the University.
- q) The words 'probationary appointment' refer to an appointment that shall normally lead, subject to Article 17 or Article 20 as is appropriate, to an employee being considered for tenure.
- r) The word 'program' shall refer to any interdisciplinary academic program with eponymous courses that is administered by a director instead of a department head.
- s) The word 'Senate' refers to the Senate of the University.
- t) The words 'service to the University' refer to membership on and participation in the work of the Faculty Council, of the Senate, of the Board of Regents, of recognized professional associations and organizations, or of the Employer's committees, or to the performance of administrative responsibilities for the Employer. Service in an official capacity in the Union shall be treated as equivalent to service to the University.
- u) The words 'sessional appointment' refer to an appointment for a term of less than one (1) academic year for faculty members and for a term of less than one (1) year for librarians which was not preceded by an appointment to the same person the previous academic year. The total number of sessional appointments in an academic year will not exceed seven (7). However, sessional appointments made in a *bona fide* emergency will not count towards this number, and sessional appointments for one (1) full four-month term count as one-half of an appointment.

- v) The word 'tenure' refers to an appointment without definite term other than the term created by retirement.
- w) The words 'term appointment' or 'limited term appointment' refer to an appointment to an employee, other than a probationary or tenured appointment, which shall run for a definite period of time specified at the time the appointment was made. Such an appointment involves absolutely no commitment, on either the part of the Employer or the employee concerned, following its automatic expiration.
- x) The words 'University Librarian' refer to the professional librarian acting as chief administrative officer of the University's libraries and archives.
- y) The words 'visiting professor' refer to a person who holds a position elsewhere and who is employed by the Employer during a leave of absence from such a position.

## **Article 2 - Recognition**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees.

## **Article 3 - Amendments to The Mount Allison University Act and By-Laws**

3.01 Prior to petitioning for any changes to *The Mount Allison University Act, 1993*, as amended, the Employer shall inform the Union and allow the Union forty (40) days to make written representations to the Employer.

## **Article 4 - Management Rights**

4.01 The Employer retains all powers consistent with the terms of *The Mount Allison University Act, 1993*, as amended, to manage and operate without any limitations except those limitations which are set out in the Agreement.

4.02 Without restricting the generality of Clause 4.01, the Union acknowledges that, except where and to the extent that these powers are limited by the terms of the Agreement, it is the exclusive function and right of the Employer

- i) to hire, lay off, classify, and transfer employees,
- ii) to discipline employees,
- iii) to determine the numbers and functions of employees required from time to time, and
- iv) to be the final judge of the qualifications and competence of employees.

## **Article 5 - Rights of the Union**

5.01 The Employer shall deduct from each employee the dues certified by the Union in writing to be currently in effect according to its constitution and by-laws or, in the case of an employee whose name appears on a letter of understanding between the parties dated August 23, 1988, the equivalent thereof.

5.02 The Employer shall with each monthly remittance of dues withheld from employees supply the Union with a statement giving names of employees and amounts deducted from each employee as dues. The Employer shall follow a like procedure with respect to dues equivalents withheld from employees.

5.03 The Union shall hold the Employer harmless in the event that dues deducted as provided above are found to have been wrongfully deducted.

- 5.04 The Employer shall indicate the annual total of payroll deductions for the Union's dues on each employee's T-4 slip.
- 5.05 The Employer shall not unreasonably deny the Union permission to conduct business on the Employer's premises.
- 5.06 The Employer will not unreasonably deny its facilities and services to the Union or its members at the prevailing cost to departments.
- 5.07 The Employer shall print and provide to the Union, without charge, a copy of the Agreement for each employee, plus one hundred (100) copies at one-half the cost of the printing of these copies.
- 5.08 Upon the written request of the Union, the Employer shall provide pay cheques for individuals employed by the Union up to the amount of the monies held by the Employer which would otherwise be payable to the Union. The Employer shall make such standard deductions as may be applicable and shall issue T-4 and T-4A slips as may be appropriate.
- 5.09 The Union holds the Employer harmless in the event that payments made as provided above are found to have been wrongfully made.
- 5.10 The Employer shall provide the Union with an office and a half time secretary.
- 5.11 Upon the written request of the Union, the Employer shall provide the Union's auditor once each year in January a written statement of monies payable to or receivable from the Union as of the immediately preceding December 31st.
- 5.12 a) The President of the Union is entitled to a reduction in his/her workload of six (6) course credit hours per academic year.
- b) The Employer shall also provide the Union with a further three (3) credit hours of teaching release per academic year which the Union may allocate to employees for Union duties. This shall increase to six (6) credit hours of teaching release per academic year in the last year of an agreement and in a year in which the Agreement is extended as outlined in Clause 40.04. However, if a new collective agreement is signed before September 1, the Employer shall provide only three (3) credit hours of teaching release in that continuation year. If the Union elects to take a reduction under this clause, it shall give three (3) months' notice to the Employer.
- c) The Union may elect to purchase a further three (3) credit hours of teaching course release once during the duration of this collective agreement for employees for the performance of Union duties. If the Union purchases such a reduction, it shall give three (3) months' notice to the Employer, and shall pay the Employer the Continuing and Distance Education stipend for a three-credit course in each term for the three (3) credit course release or equivalent.
- d) In the event that a librarian receives any release under this clause, she/he shall receive 8.75 hours per week per term as the equivalent of a three (3) credit course release per term.
- 5.13 a) Each July the Employer shall provide the Union with a list showing the name, rank, and salary, of each employee, and indicating whether each employee is paying dues. The Employer shall notify the Union of any changes to the information provided on this list within ten (10) days of the effective date of the change.
- b) The Employer shall notify the Union of any leaves under Article 25 which are expected to be for a term of at least one month.
- 5.14 The parties agree to provide each other, upon written request, a copy of any official public representation or brief made in writing by either party to any government agency, department or representative.

- 5.15 The Employer undertakes to notify the Union of the meetings of the Board of Regents, its Executive Committee, and any standing committees of the Board on which there are employees.

#### **Article 6 - Union Employer Relations**

- 6.01 The Employer shall not enter into any agreement with an employee concerning his/her terms or conditions of employment which conflicts with provisions of the Agreement.
- 6.02 Representatives of the Canadian Association of University Teachers (C.A.U.T.) or the Federation of New Brunswick Faculty Associations (F.N.B.F.A.) or any other counsel shall have normal access to the Employer's premises to consult with employees.
- 6.03 There shall be a Joint Liaison Committee, hereinafter in this article called the Committee, composed of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall be chaired alternatively by one (1) of the representatives of the Union and one (1) of the representatives of the Employer who shall together be responsible for preparing and distributing agendas for and minutes of meetings.
- 6.04 The Committee shall review matters of concern excluding any dispute which is at that time being resolved under the grievance and arbitration procedures set out in Article 36. The Committee shall attempt to foster good communication and effective working relationships between the parties and shall attempt to maintain a spirit of cooperation and respect between the parties.
- 6.05 The Committee shall meet a minimum of once every three (3) months, but may meet more often if the members of the Committee so agree.
- 6.06 The Committee shall determine its own procedures subject to the provision that a quorum shall be three (3) members.
- 6.07 The Committee shall have no power to bind either party nor to alter or amend the Agreement.

#### **Article 7 - Department or Program Evaluation**

- 7.01 The Employer may at any time evaluate a department or program. Such an evaluation shall involve an assessment of the work of a department or program as a whole, as distinguished from the evaluation of the performances of individual employees as provided for in Article 14.
- 7.02 In the course of doing program and department evaluations, the Employer may seek advice from external assessors. In so doing the Employer may seek advice from no more than three (3) assessors chosen by the Vice-President (Academic and Research) from a short list produced by the Dean and the department or program to be evaluated.
- 7.03 The assessors shall produce an Evaluation Report which they shall submit to the Employer.
- 7.04 The Employer shall forward this Report to the department or program concerned within ten (10) days of receiving it.
- 7.05 The department or program concerned shall submit written comments on the Report to the Employer within thirty (30) days of receiving it, or within such longer period as the Employer and the department or program concerned may agree.
- 7.06 Within ten (10) days of the end this period the Employer shall forward a copy of the Evaluation Report and any comments of the department or program concerned to the Senate or its delegate.

## **Article 8 - Correspondence**

- 8.01 Unless other means are specifically provided for in the Agreement, all correspondence between the Union and the Employer arising out of the Agreement or incidental thereto, shall pass between the President of the Union or designate and the President or designate.
- 8.02 Unless other means are specifically provided for in the Agreement, the internal mail service of the Employer, or personal delivery, shall be the regular means for delivery of correspondence between the Union and the Employer.
- 8.03 If the internal mail service is used for such correspondence, delivery shall be deemed to occur two (2) working days after deposit in the internal mail service, unless it is established that the correspondence was not received or was received at some other time.

## **Article 9 - Academic and Intellectual Freedom and Privacy Rights**

### Academic and Intellectual Freedom

- 9.01 The common good of society depends upon 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. The parties agree that they will not infringe or abridge the academic freedom of any member of the bargaining unit. Members of the bargaining unit 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 criticize the university and the faculty association; and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. 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, and with due regard for the rights of others.

### Privacy Rights

- 9.02 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 professional responsibilities to the Employer.
- 9.03 Therefore, subject to the next sentence, employees will not use these services except in the performance of their professional responsibilities. The occasional mailing of personal letters at their own expense, use of telephone services at no expense to the Employer, receiving and sending personal e-mail messages, and use of the Internet for personal reasons will not be a violation of this clause 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 in the performance of their professional responsibilities to the Employer.
- 9.04 The Employer recognizes that employees have the right to privacy in the contents of their personal and professional communications as they are being made using University services, and in the contents of the files employees maintain, whether these communications and files are on paper or in electronic form. However, this clause in no

way limits the right the Employer has to use material contained in the Employer's files, including communications to, from and concerning employees.

## **Article 10 - Collegial Rights and Conflicts of Interest**

### Collegial Rights

10.01 The Employer recognizes that employees have heretofore been involved in various collegial processes and the Employer will continue to utilize collegial processes where it deems it appropriate.

### Conflicts of Interest

10.02 For the purposes of this article, a person shall be deemed to have a conflict of interest when she/he has an immediate marital, familial, sexual or financial relationship with an employee.

10.03 No employee or other person deemed to have a conflict of interest shall participate in the appointment, sabbatical leave, evaluation, promotion or tenure procedures under the Agreement in a case where the deemed conflict of interest is in respect of the candidate or the employee being evaluated.

10.04 An employee who is required to participate in such procedures in a case but cannot do so because of Clause 10.03 shall notify in writing his/her Dean/University Librarian and the chair of any University committee concerned that she/he cannot participate in the procedure for that case as a result of a deemed conflict of interest.

10.05 If the Employer has reasonable grounds to be concerned that an employee is participating, or may participate, in such procedures in a case where she/he cannot do so because of Clause 10.03, the Employer shall meet with the employee to discuss the matter. If after that discussion the Employer has reasonable grounds for concluding that there is a deemed conflict of interest, the employer shall so advise the employee concerned and the chair of any University committee concerned, and the employee shall not participate thereafter in the procedure in that case.

10.06 An employee who cannot serve on a Tenure and Promotion sub-committee, the Sabbatical Leaves Committee or the Librarian Tenure and Promotion Committee for a specific case because of a deemed conflict of interest shall be replaced for that case by an alternate chosen by the committee or sub-committee as the case may be. If the Vice-President (Academic and Research), the University Librarian or a Dean cannot serve on one of these committees for a specific case because of a deemed conflict of interest, she/he shall be replaced on the committee for that case by a person chosen by the Employer. Normally, the replacement chosen by the Employer shall be the Vice-President (Academic and Research) or a Dean.

## **Article 11 - Employment Equity and Non-discrimination**

### Employment Equity

11.01 a) The parties are committed to ensuring equal opportunities for all employees. In particular, the parties are committed to ensuring that the processes and procedures under the collective agreement as they relate to recruitment, selection, hiring, training and promotion do not create barriers that result in systemic discrimination

against employees from disadvantaged groups including but not limited to: women, aboriginal peoples, persons with disabilities, or members of visible minority groups. Therefore, the parties are committed to the identification and removal of such barriers. In addition, the parties are interested in considering steps that might be taken to improve the recruitment and retention of employees in these equity groups.

- b) Accordingly, within twenty (20) days of the signing of this Agreement, each of the parties shall appoint up to three (3) members to an Advisory Committee on Employment Equity. At least one (1) of the members appointed by each party shall be a member of one (1) of these equity groups. The committee shall meet and commence its work within ten (10) days of a written request by either party.
- c) The Committee shall consider whether there are any such barriers in the collective agreement, or in current Mount Allison policies and procedures, and whether there are steps that might be taken to improve the recruitment and retention of employees from these groups. The Committee shall provide advice to both parties on these matters within six (6) months of the Committee's first meeting.

### Non-discrimination

- 11.02 Subject to clauses 11.03 and 11.04, neither the Employer, the Union, nor any employee shall discriminate against any employee on the basis of race; colour; religion; national origin; ancestry; place of origin; age; physical disability; marital status; sex; sexual orientation; gender identification; creed; citizenship; ethnic origin; political affiliation, belief, or practice; family relationship; membership or lawful activity in the Union; previous or impending exclusion from the bargaining unit; clerical or lay status; language; or mental handicap.
- 11.03 The provisions of Clause 11.02 do not apply to the operation of the terms or conditions of any pension or insurance plan.
- 11.04 The provisions of Clause 11.02 concerning physical disability, mental handicap, or language do not apply when such a disability results in an employee not being able to meet his/her professional responsibilities to the Employer in a satisfactory manner.
- 11.05
  - a) The parties recognize that employees with physical and mental disabilities as defined in the New Brunswick *Human Rights Code* have a right to reasonable accommodation and that the duty to accommodate is a tripartite responsibility requiring the active participation of the Employer, the disabled employee and the Union. The duty to provide reasonable accommodation extends to the point of undue hardship which must be defined on a case-by-case basis taking into account all relevant factors.
  - b) Upon written request to the Dean or the University Librarian by a disabled employee requiring accommodation, the Employer shall develop an accommodation plan. At the request of the Employee, the Employer will consult with the Union in the development of the accommodation plan.
  - c) No employee shall be subjected to retaliation or reprisal for taking action to obtain accommodation for him/herself or any other person.

### Workplace Harassment

- 11.06
  - a) The parties agree that employees have a right to and an obligation to contribute to the creation of a work environment free of harassment. Behavior which serves no legitimate work purpose and which the instigator knows, or ought reasonably to

know, has the effect of creating an intimidating, humiliating, hostile or offensive work environment constitutes workplace harassment. The reasonable exercise of administrative authority does not of itself constitute harassment.

- b) Procedures for the treatment of complaints of workplace harassment shall be developed by the Employer, by December 31, 2008, in consultation with the Union, and shall include:
  - i) an informal process for attempting to resolve the complaint;
  - ii) a process for filing a formal complaint if informal attempts at resolution have failed;
  - iii) a process for formally investigating, dealing with, and remedying such formal complaints.In administering these procedures, the Employer shall make every reasonable attempt to act upon a complaint promptly, fairly, judiciously and with due regard for confidentiality.
- c) The parties agree that workplace harassment may be the subject of discipline.

### Sexual Harassment

- 11.07 a) Sexual harassment is defined as either:
  - i) vexatious conduct of a sexual nature that is directed at a member of the University community and is known or reasonably ought to be known to be unwelcome by that member, or
  - ii) conduct which is known or reasonably ought to be known to be offensive to members of the University community because of their sex or sexual orientation and which creates an environment which impairs the full and equal participation in the affairs of the University community of persons of the same sex or sexual orientation.
- b) Procedures for the treatment of complaints of sexual harassment have been developed by the Employer. Any revision to these procedures will be done in consultation with the Union. In administering these procedures, the Employer shall make every reasonable attempt to act upon a complaint promptly, fairly, judiciously and with due regard for confidentiality.
- c) The parties agree that sexual harassment may be the subject of discipline.

## **Article 12 - Professional Responsibilities, Teaching Duties and Workloads**

### Professional Responsibilities

- 12.01 An employee's professional responsibilities to the Employer shall encompass
  - i) teaching and academic guidance of students or the performance of duties in the operation of the library,
  - ii) research, professional, scholarly, or creative activity, and
  - iii) service to the University.Teaching and academic guidance of students includes, but is not limited to, the teaching of those courses approved by Senate. Duties in the operation of the library may include, but are not limited to, those listed in Clause 20.09. While the pattern of these responsibilities may vary from individual to individual and from time to time, the principal duties of employees shall be in the areas i) and ii), taking into account the dedication of the Employer to excellence in undergraduate education.

- 12.02 The Employer agrees not to employ non-members of the bargaining unit to perform teaching normally performed by employees except as specified below:
- a) persons appointed as part-time employees in accordance with the part-time faculty agreement;
  - b) persons excluded from the bargaining unit by Clause 1.01(j);
  - c) members of the Mount Allison Staff Association whose duties include teaching; and
  - d) other persons agreed upon by the Employer and the Union.
- 12.03 Employees have the right to engage in part-time outside professional activities provided that such engagement does not interfere with the performance of their professional responsibilities to the Employer.
- 12.04 If an employee wants to use the Employer's facilities in connection with the performance of outside professional activities as provided for in Clause 12.03 she/he shall apply to the Vice-President (Academic and Research) for permission and if permission is granted shall pay the prevailing rate for the use of the facilities.
- 12.05 If an employee's duties need to be reassigned because she/he is unexpectedly absent from the University for an extended period of time, normally twenty (20) days or longer, the Employer shall consult with the department or program. Duties shall not be reassigned to another employee without that employee's consent. Any such reassignment shall be in writing, with a copy placed in the official file.

#### Teaching Duties for Faculty Members and Instructors

- 12.06 For the purposes of clauses 12.06, 12.07 b), 12.07 d) and 12.08, instructors shall be considered to be faculty members. The teaching duties and teaching schedule of a faculty member shall be determined by the Dean, following consultation through the head with the department concerned, with due regard for
- i) what is appropriate and reasonable for the discipline concerned,
  - ii) the requirements and priorities of the department concerned,
  - iii) the faculty member's abilities and areas of expertise in his/her discipline,
  - iv) numbers of students enrolled,
  - v) the number of scheduled contact hours per course including laboratories,
  - vi) the number of hours of student counselling and student project supervising per course,
  - vii) the number of hours of preparation, grading, and administration per course,
  - viii) the number of courses and sections,
  - ix) the extent of assistance from students and other staff,
  - x) the number and nature of Honours student projects or theses or equivalent at the Honours level,
  - xi) the number of courses a faculty member is responsible for on rotation, and reading courses.
- 12.07 a) Unless otherwise consented to in writing by a faculty member, fluctuations in his/her teaching duties shall, over a reasonable period of time, result in teaching duties similar to those of other faculty members.
- b) The department head shall, by May 15, inform each faculty member in his/her department in writing of the faculty member's teaching assignment for the forthcoming academic year, after getting the approval of the Dean for that assignment. No change shall be made to a faculty member's teaching assignment without the approval of the Dean. No change shall be made after July 15 without the consent of the faculty member, which consent will not unreasonably be denied.

For faculty members appointed after May 15, the department head shall inform these faculty members in writing, within 15 days of the effective dates of their appointments, of their teaching assignments for the forthcoming academic year, after getting the approval of the Dean for the assignment.

- c) During the term of this Agreement, the Employer shall not increase the existing teaching duties of faculty members.
  - d) The Employer will advise the Union of the nature and amount of any compensation given to a faculty member as a result of additional teaching responsibilities.
  - e) A committee shall be established to recommend equitable teaching duties in the Faculty of Science, including minimum and maximum teaching duties. The committee shall be comprised of a representative from each department and program in the Faculty of Science, appointed by each department and program, and a representative of the Union, and shall be chaired by the Dean of Science. The committee shall submit its report to the Vice-President (Academic and Research, with a copy to the Union, by December 1, 2008.
- 12.08 Faculty members shall not be required to teach in the Department of Continuous Learning. Before a course is offered by the Department, the Head of the academic department or program which offers the course in the regular program will be asked for his/her opinion on whether the person proposed to teach the course is acceptable, and to determine if any members of the department who teach the course in the regular program wish to teach the course through the Department of Continuous Learning.

#### Workloads for Librarians

- 12.09 The workload of a librarian shall be determined by the University Librarian, following consultation with the Library Council, with due regard for
- i) what is appropriate and reasonable for librarians,
  - ii) the requirements and priorities of the library and the library division and library Department, if any, concerned, and
  - iii) the librarian's abilities and specific areas of expertise.
- 12.10 a) The normal hours of work for full-time librarians shall be thirty-five (35) hours per week. The hours of work scheduled for full-time librarians in the performance of duties in the operation of the library shall not exceed thirty-five (35) hours per week and seven (7) hours per day, and shall be fairly and equitably distributed during the operating hours of the library. If hours are scheduled in excess of thirty-five (35) hours per week equivalent time-off will be scheduled.
- b) The normal hours of work for part-time librarians shall be as specified in the letter of appointment. If hours are scheduled in excess of the normal hours of work, equivalent time off will be scheduled.
- 12.11 a) If a librarian wishes to have a short-term leave with full pay under Clause 25.08 to pursue a research project, creative activity or professional development opportunity without distraction, she/he shall apply to the University Librarian for such a leave in writing specifying the project and its relevance or importance to the librarian's professional responsibilities to the Employer.
- b) The University Librarian shall refer the application to the Library Council for its recommendation.
- c) After the Library Council has made its recommendation, the Employer shall decide whether the leave will be granted, and that decision shall be final.
- d) The librarian shall be informed of the decision in writing within ten (10) days of the

recommendation of the Library Council.

#### Reduced Teaching Duties or Hours Scheduled in the Library

- 12.12 An employee may, with the consent of the Employer given only after consultation through the head with the department concerned or through the University Librarian with the Library Council, undertake a reduced teaching duties or reduced hours in the performance of duties in the operation of the library.
- 12.13
- a) The nature of the reduction, the term of the reduction, and the notice required before the employee can revert to a normal load during the term, are to be established by the agreement of the Vice-President (Academic and Research) and the employee.
  - b) For faculty, the reduction in the employee's salary for an academic year in which there are reduced teaching duties will be determined by the following formula; the reduction equals sixty percent (60%) times the credit course hours' reduction divided by the standard credit course hours' load for the employee's department.
  - c) For librarians, the reduction in the employee's salary during the term of reduced hours in the performance of duties in the operation of the Library will be determined by the following formula; the reduction equals eighty percent (80%) times the reduction in hours in the performance of duties in the operation of the Library divided by the normal hours of work.
  - d) An employee on reduced teaching duties or reduced hours in the performance of duties in the operation of the library pursuant to Clause 12.12 shall receive increases in his/her salary of record as provided by this Agreement. Furthermore, insurance plans and other fringe benefits shall be continued, where applicable and subject to the law or the terms of the plans or policies concerned, in the regular manner as if the employee were receiving his/her full salary of record and had a normal load.
  - e) A copy of the Agreement shall be forwarded to the Union.
- 12.14 Unless the reduction is permanent and notwithstanding anything else in the Agreement, the employee shall continue as a member of the bargaining unit during the term of the reduced teaching load or workload.

#### Adjusted Duties

- 12.15 If the faculty member's teaching is satisfactory, if the faculty member and the Dean agree that the faculty member can make a greater contribution to the University through teaching than through research or creative activity, and if the faculty member and the Dean agree on an appropriate workload, the faculty member may assume a larger than normal teaching duties in return for a reduction in the faculty member's duties in the area of research or creative activity.
- 12.16 If such an arrangement is concluded, the next annual evaluation will be based on the faculty member's workload as set out in the arrangement.
- 12.17 If an employee at the Associate rank who has entered into such arrangements for at least five years in the past is at or above the ceiling for the rank, conditional on satisfactory performance the previous year, and conditional on such an arrangement being entered into for the current year, that employee will receive a half step at the beginning of the academic year.
- 12.18 However, no such employee will have a salary more than two full steps above the ceiling

- for Associate Professor.
- 12.19 If an employee who has a salary above the ceiling of the Associate rank because of such an arrangement does not enter into such an arrangement for a year, except a year when the employee is on leave, the employee will lose one half step at the beginning of that year.
- 12.20 An employee who has entered into such an arrangement which was intended to last beyond the next July 1 can nevertheless revert to a normal workload the next July 1 by giving notice in writing to the Vice-President (Academic and Research) by March 31 in the first year of the arrangement or by December 31 in any other year.

### **Article 13 - Official Files**

- 13.01 The Employer shall maintain one official file for each employee from the time of first appointment. This file shall be kept in the office of the Vice-President (Academic and Research) or the University Librarian as appropriate. Only materials placed in the official file, in accordance with this article, can be used for disciplinary purposes.
- 13.02 An employee shall have the right, during normal business hours and after at least twenty-four (24) hours notice, to examine and receive copies of any of the material in his/her official file, except those materials which are confidential pursuant to clauses 17.19, 17.44, 20.19, and 20.41. Nevertheless, any confidential material contained in the employee's file will be supplied to the employee in sufficient detail as to provide him/her with the opportunity to reply, although under no circumstances shall the name of the author of the material be disclosed without the author's prior permission.
- 13.03 No material shall be placed in an employee's official file which is anonymous or which cannot be supplied to the employee as provided in this article, except for course evaluations supplied by the employee. Notwithstanding Clause 13.06, any such material which is placed in error in an employee's official file shall be removed from the file as soon as the error is discovered by the Dean or University Librarian.
- 13.04 All material added to the official file shall show the date of inclusion in the file. Adverse reports shall be removed from the official file after forty-eight (48) calendar months after the most recent activity in relation to the adverse report. Evaluations by a Dean or the University Librarian under Clause 14.01 shall not be removed from the official file.
- 13.05 An employee shall have the right to have included in his/her official file any written comments she/he wishes to make on the accuracy, relevancy, or meaning of any of the contents of his/her file and to add any other documents she/he wishes to have filed.
- 13.06 Except as herein provided, no material shall be removed from an employee's official file except by mutual consent of the employee and the Dean or University Librarian.
- 13.07 Except when material is placed in the official file as requested by an employee or as required by the Agreement, an employee will be notified when material is placed in his/her official file and will be given twenty (20) days from the date of notification to respond thereto before this material is used for the purposes of the Employer.
- 13.08 No material will be taken from an employee's official file and made available to a third party without the consent of the employee, unless the law requires that the material be provided to a third party in which case the employee will be notified, or unless the Agreement requires that the material be provided to a third party.
- 13.09 In accordance with Clause 35.02, letters of discipline and adverse reports shall be temporarily removed from an employee's official file before the file is reviewed by members of the Tenure and Promotion, Sabbatical Leaves or Librarian Tenure and Promotion committees.

- 13.10 a) An employee's official file shall contain one copy of the employee's *curriculum vitae*.
- b) An employee may submit an updated *curriculum vitae* to his/her official file at any time.
- c) Each employee shall submit an updated *curriculum vitae* for inclusion in his/her official file
  - i) during the first year of his/her employment at the University, and
  - ii) as part of any application made for tenure, promotion, or sabbatical leave.
- d) When an employee submits an updated *curriculum vitae* for his/her official file, any previous *curriculum vitae* that is in the file shall be removed and destroyed.

#### **Article 14 - Evaluations**

- 14.01 i) Employees shall be evaluated by the Dean or University Librarian, in consultation with the department head or program director, if there is one, according to the following schedule:
    - a) Each academic year, for employees with probationary appointments or term appointments longer than one (1) academic year.
    - b) Every other academic year, for employees with tenured appointments.
  - ii) Evaluations shall be conducted by the Dean or University Librarian, on the basis of the areas set forth in Article 12, and elaborated by clauses 17.09 and 17.10 for faculty members and clauses 20.09 and 20.10 for librarians.
  - iii) Any employee whose term of employment is scheduled to end on or before June 30, and which is not followed immediately by another term of employment, shall only be evaluated if she/he submits documentation in accordance with Clause 14.03.
- 14.02 An entire academic year spent on sabbatical, librarian's leave, or leave of absence shall not be included in the calculation of the evaluation schedule specified in Clause 14.01 (i).
- 14.03 Every employee to be evaluated shall provide the Dean or University Librarian and his/her department head or program director, if there is one, prior to the end of May in each year, with a summary of all professional activities for the previous twelve (12) or twenty-four (24) months, as applicable. An employee may choose to include the results of student course evaluations in the summary of professional activities. The Employer shall neither request nor require that this summary include student course evaluation results.
- 14.04 Every department head shall provide the Dean, with a copy to the employee, prior to the end of June in each year, with his/her written assessment of each employee in his/her department, who is to be evaluated under Clause 14.01, concerning each employee's performance over the academic year of his/her professional responsibilities to the Employer. Prior to submitting an assessment of an employee with a probationary appointment, the department head or program director shall meet with the employee with a probationary appointment to discuss, for formative purposes, the employee's professional activities. Prior to completing an evaluation of a librarian with a probationary appointment, the University Librarian shall meet with the librarian to discuss, for formative purposes, the librarian's professional responsibilities.
- 14.05 An evaluation shall state whether an employee's performance was satisfactory or not satisfactory for each of the employee's three (3) professional responsibilities listed in Article 12.

- 14.06 The Dean or University Librarian shall forward a copy of the evaluation to the employee by September 1, with notification of his/her right to file a response thereto pursuant to Clause 14.07.
- 14.07 An employee may submit a written response to his/her evaluation if she/he feels that it is incorrect. This response must be forwarded to the Dean or University Librarian within forty (40) days of the date on which a copy of the evaluation was forwarded to the employee evaluated.
- 14.08 An employee's evaluations, and any responses thereto, shall be part of his/her official file.
- 14.09 The deadlines specified in this article can be extended in the case of individual employees by mutual advance agreement of the employee and the appropriate Dean or the University Librarian.

### **Article 15 - Ranks for Employees**

- 15.01 The ranks for faculty members are Lecturer, Assistant Professor, Associate Professor, and Professor.
- 15.02 The ranks for librarians are General Librarian, Assistant Librarian, Associate Librarian, and Librarian.

### **Article 16 - Appointment of Faculty Members and Instructors**

- 16.01 The parties recognize that the preservation of the integrity of the University's academic programs, given its dedication to excellence in undergraduate education, requires an adequate number of faculty on continuing full-time appointments.
- 16.02 The Employer shall not create a part-time teaching position or an instructor position in a department or program except on the written recommendation of the department or program. Such written recommendation shall follow from a majority vote of the faculty members of the department or program, the result of which shall be included in the recommendation. The Employer shall forward a copy of the recommendation to the Union. Any part-time or instructor position which has been created continues only for the term of any appointment which is made.
- 16.03 Whenever a faculty member dies, goes on long term disability, resigns, retires, is dismissed, goes on leave, or is denied tenure, the department concerned may make a recommendation within a reasonable time on whether or not a vacancy exists and, if the recommendation is that one does exist, may make a further recommendation on the type of appointment, rank, and qualifications desired.
- 16.04 Whenever a department is of the opinion that another faculty member is needed to staff existing programs, the department may recommend that an additional faculty member be hired, and the type of appointment, rank and qualifications desired.
- 16.05 A department's recommendation under Clause 16.03 or Clause 16.04 shall be forwarded to the Dean by the department head in accordance with Clause 18.08, and shall be considered before a decision is made. If the Employer intends to make a decision under Clause 16.06 or Clause 16.07 which does not follow the recommendation of the department, the department will be informed, in writing, of the intended decision and the reasons for the intended decision and will be given five (5) days for further input before the final decision is made. In addition, each academic year before the Employer exercises its powers to decide on appointments under Clause 16.07, the Employer shall consult with the Senate concerning the staffing requirements of the University with

regard to its academic programs and shall receive any recommendations Senate advances on these matters. The Employer will report to the Senate by the end of November each academic year on the progress being made to meet the University's equity objectives.

- 16.06 The Employer shall decide on reasonable grounds whether a vacancy exists and, if one does exist, the type of appointment, rank, and qualifications desired.
- 16.07 The Employer shall decide whether to hire another faculty member and the type of appointment, rank, and qualifications desired.

#### Appointment of Faculty Members

- 16.08 A faculty member will be appointed on a sessional appointment; or for a limited term; or on probation; or, with the consent of the Tenure and Promotion Committee, with tenure.
- 16.09 The parties recognize that it would not be in the best interest of the Employer if it were to offer term appointments automatically to all faculty members. However, the parties also recognize that the Employer requires the flexibility to make term appointments in certain cases. Hence, these appointments are made on a case-by-case basis and not as policy. Therefore the parties agree that a limited term appointment shall not be created unless
- i) the vacancy which is being filled is a temporary vacancy,
  - ii) the person being appointed to fill the vacancy is not deemed suitable for a probationary appointment to the position being filled, in which case a search will be made for a candidate for a probationary appointment to commence at the end of the term appointment so made,
  - iii) the position which is being filled is a temporary position, or
  - iv) there are reasonable grounds to make such an appointment. These grounds will be reported to the Union in writing within fourteen (14) days of the decision to make such an appointment.
- 16.10 a) Limited term appointments of faculty members are to be made for terms of one (1), two (2) or three (3) academic years.
- b) Sessional appointments of faculty members are to be made for a term of less than one (1) academic year, subject to Clause 1.01 u).
- 16.11 The parties share the ideal of having each gender equally represented on the University's faculty. The provisions in this article concerning gender equity are included to assist both parties in achieving this ideal, while at the same time ensuring that the best qualified candidates are appointed in all cases. These provisions recognize that both parties, faculty members, librarians and administrators play an important role in the effort to achieve this ideal.
- 16.12 a) By May 31 of each year the Employer and the Union shall jointly appoint an Employment Equity Panel made up of at least twelve (12) employees and, if the parties mutually agree, up to twenty (20) employees.
- b) The equity guidelines, as developed by the Employer in consultation with the Union, shall be posted on the University's website so that those guidelines will be available to all members of search committees in advance of the search process.
- c) Each year, by October 15, the Employer shall meet with all Employment Equity Panel members, the heads of all departments and the University Librarian to review these guidelines, to make clear the responsibilities of Employment Equity Panel members and of search committees, to discuss the differing career patterns of men and women, and to discuss the evaluation of dossiers and the conducting of interviews of candidates.

- 16.13 Whenever the Employer decides to hire a faculty member there shall be a search committee made up of either all available members of the department or departments concerned or such employees as the department or departments concerned shall determine. In the case of interdisciplinary appointments, the heads of the departments and the directors of the programs concerned, after consultation with members of their departments and programs, shall meet to strike a search committee. The Union and the Employer shall jointly appoint one member of the Employment Equity Panel to the search committee. The Equity Panel member shall attend all meetings of the search committee and shall be a full participant in all meetings pertaining to the search, including being a full participant in all discussions at those meetings, but shall not have voting rights.
- 16.14 The Search Committee shall decide on an appropriate mechanism for gathering student opinion concerning candidates for the position and for involving students in the process leading to a recommendation. These mechanisms may include but are not limited to: written submissions of students designated to meet and interview candidates, written submissions from students invited to attend presentations by candidates, the selection and appointment of a non-voting student member of the Search Committee. Whenever a Search Committee is struck, it shall decide the mechanism it shall use for gathering student opinion and for involving students and shall inform the Dean of its decision.
- 16.15 If, at any point in the procedure leading up to an appointment, the Employment Equity Panel member on the search committee concludes that proper procedures and guidelines, including equity guidelines, are not being followed, she/he will so inform the search committee, the Union, and the appropriate Dean. The Dean shall investigate and, if necessary, intervene, even to the extent of appointing a neutral chair of the search committee.
- 16.16
- a) Vacancies shall be advertised both internally and externally via hard copy and/or electronic means including professional journals, where appropriate.
  - b) Whenever the vacancy exists in a department where a gender is underrepresented (as defined in Clause 16.21), the search committee shall recommend ways of advertising the vacancy and appropriate publications in which to advertise it to encourage applications by the underrepresented gender. In such cases Search Committees shall also where appropriate contact persons chairing relevant university departments in Canada requesting the advertisement be brought to the attention of possible candidates, and shall contact organizations within the profession or disciplines asking them for suggestions of possible candidates.
  - c) Such advertisements shall be drafted by the search committee and forwarded to the Dean and, where appropriate, to the members of the department or departments concerned, together with a recommended list of publications in which the advertisement is to be placed.
  - d) The advertisement shall state the rank or range of ranks at which the appointment is to be made; the department; the anticipated type of appointment; the general qualifications and responsibilities, as well as more specific ones which are relevant; an equity statement informing potential candidates that the University is committed to employment equity and encourages applications from minority and other disadvantaged groups including women; where appropriate the period of the appointment; and that applications and supporting documents should be directed to the chair of the search committee.
  - e) A copy of the advertisement shall be forwarded to the Union at the same time as it is submitted for publication, along with a list of the publications to which it is

submitted.

- 16.17 The application and supporting documents of all candidates shall be made available to the Dean, all members of the search committee and to all other members of the department(s) except candidates for the position. In any case where there is an underrepresented gender, it is the responsibility of both the chair of the search committee and the Dean to monitor applications as they come in. If it appears to either of them that there may be insufficient applications from qualified members of the underrepresented gender, they shall consider whether there are steps that can be taken to increase the applicant pool, including accepting applications after the deadline and until the position is filled. Any individual who at the time of application is an employee and who meets the minimum academic qualifications for the position shall be interviewed. Within ten (10) days of the deadline for the receipt of applications, the search committee shall recommend to the Dean candidates to be invited to the campus for interviews. In any case where there is an underrepresented gender in the department, if the search committee does not recommend that a candidate from the underrepresented gender be invited to campus for an interview, the search committee shall advise the Dean of the best qualified candidate from the underrepresented gender and provide its reasons for not recommending that this candidate be interviewed. If the Dean does not intend to follow the search committee's recommendation, the search committee will be informed, in writing, of the intended decision and the reasons for the intended decision and will be given five (5) days for further input before the final decision is made. The Dean shall decide those to be invited to campus for interviews.
- 16.18 The chair of the search committee shall arrange interviews. The chair is responsible for ensuring that, insofar as the circumstances reasonably permit, the interview process will be the same for each candidate interviewed. If possible, each candidate interviewed shall meet with all available members of the search committee and other members of the department. If possible, each candidate interviewed will be given the opportunity to teach a class or to offer a seminar involving students.
- 16.19 The search committee shall make a recommendation to the Dean, normally within five (5) days of the final interview. It may recommend that a given candidate, or any one from a group of candidates, be offered the appointment. It may recommend that no candidate from the list of candidates be offered the appointment. More than one recommendation may be made, and a recommendation may include more than one name or group of names listed in order of preference.
- 16.20 Each recommendation may be accompanied by advice on rank and salary, and shall be forwarded with appropriate rationale and supporting documents to the Dean.
- 16.21 A gender is underrepresented in a department when persons of the other gender with probationary or tenured appointments which will continue into the next academic year, hold at least fifty (50) percent of the expected complement. The expected complement will be the number of faculty members who will be in the department during the next academic year on a full-time basis counting those who will be on leave of absence, but not counting leave replacements or those in temporary positions.
- 16.22 When there is a vacancy in a department with an underrepresented gender, any recommendation under Clause 16.19 shall be made in accordance with this clause. The search committee shall recommend the candidate who is clearly best qualified. If no candidate is clearly better qualified than the best qualified candidate from the underrepresented gender, taking into account the requirements of the department or departments concerned and the records and potential of the candidates in the areas of teaching, research and service, then the best qualified candidate from the

underrepresented gender shall be recommended. In any case the name of the best qualified candidate from the underrepresented gender shall be forwarded to the Dean along with the name of the recommended candidate or candidates. In addition, within two days of the search committee's submission of its recommendation, the Employment Equity Panel member of the Search committee shall make a report to the Dean, copied to the Union, on the search process which includes the methods used to encourage applications from the underrepresented gender, the total number of qualified applicants, the numbers of male and female applicants, the number of candidates of each gender interviewed and short-listed, the genders of the top three ranked candidates, and the member's rank-ordered short list which formally presents the qualifications of each qualified candidate and the reasons for the member's ranking. The Dean shall review this report prior to recommending any offer of appointment.

- 16.23 The Employer shall decide which candidate, if any, is to be offered the appointment, and the rank, salary and type of appointment which is to be offered. If the Employer does not intend to appoint the person recommended by the search committee, the search committee will be informed, in writing, of the intended decision and the reasons for the intended decision and will be given five (5) days for further input before the final decision is made.
- 16.24 Letters of appointment shall state the rank at which the appointment is to be made; the type of appointment; the department or departments to which the appointee will be assigned (in the case of appointment to an interdisciplinary program, the appointee's department for the purposes of tenure and promotion under clauses 17.14 and 17.39 will be stipulated explicitly); the salary; the market differential component of the salary, if any; the start-up grant, if any; release time, if any; relocation expenses; the year in which the appointee will be eligible for promotion; the length of the probationary period, if any; and the pension and other fringe benefits available to the appointee. A copy of the Agreement shall be included with such letters.
- 16.24 The Employer shall award a start-up grant to each probationary or tenured (under Clause 16.08) appointee.
- 16.25 The Employer shall send the Union a copy of the letter of appointment within ten (10) days of receipt of the acceptance by the appointee.
- 16.26 Deleted.

#### Appointment of Instructors

- 16.27 a) Limited term appointments of instructors are to be made for terms of at least eight (8) months and up to three (3) years. A limited term appointment of less than eight (8) months may be made if there is a *bona fide* reason for making such an appointment.
- b) A teaching instructor appointed for a limited term appointment of more than eight (8) months will be paid for the period during each year of the appointment which is identified in the letter of appointment.
- c) Instructors who hold limited term appointments shall be eligible to apply for another appointment, including another limited term appointment, which may arise for the following year.
- 16.28 Letters of appointment shall state the rank at which the appointment is to be made; the type of appointment; the department or departments to which the appointee will be assigned; the salary; the market differential component of the salary, if any; the start-up grant, if any; release time, if any; relocation expenses; and the pension and other fringe

benefits available to the appointee. A copy of the Agreement shall be included with such letters.

16.29 The Employer shall send the Union a copy of the letter of appointment within ten (10) days of receipt of the acceptance by the appointee.

16.30 The Employer shall inform the Union of the process used in the hiring of each instructor.

### Spousal Appointments

- 16.31 a) The parties recognize that, when they occur, spousal appointments should be made on the basis of a fair, equitable, and transparent process and should fit in with existing departmental objectives and priorities.
- b) The Employer shall support faculty recruitment and retention by endeavouring to make a full range of employment opportunities available for spouses, including: part-time, sessional, term, or probationary faculty or librarian positions; research positions; and non-faculty positions.
- c) Access to these procedures shall apply to all new hires and existing employees.
- d) The Employer may depart from the search and advertising procedures specified in Article 16 in order to facilitate the recruitment of the spouse or partner of a successful candidate for a position or the retention of a current employee who has a spouse or partner who is seeking an academic appointment. In these cases, the following procedures shall apply:
- i) Before a spousal appointment is considered, the receiving department must be consulted and must consent in writing to this expedited process.
  - ii) The spouse or partner must be a person of sufficiently high achievement and/or potential to have made the short list for a position in the department if the position had been advertised.
  - iii) Before a spousal appointment is made, the department shall recommend the appointment to the Dean by majority vote.
  - iv) When a spousal hire is used to recruit new faculty member, written offers of employment to both the initial candidate and his/her spouse or partner should be made simultaneously whenever possible.
  - v) Once the spouse or partner joins the receiving department, he or she is to be treated the same as any other employee of the same rank and status in terms of review, promotion and tenure, and working conditions.

## **Article 17 - Tenure and Promotion for Faculty Members**

### **Tenure and Promotion Committee**

- 17.01 a) There shall continue to be a Tenure and Promotion Committee, hereinafter in this article called the Committee, composed of
- i) the Vice-President (Academic and Research),
  - ii) the Deans, and
  - iii) seven (7) tenured faculty members, four (4) of whom shall be members of the Committee and three (3) of whom shall be alternates.
- b) When a faculty member applies for tenure and/or promotion, a sub-committee, hereinafter in this article called the sub-committee, will consider the case as follows:
- i) the Vice-President (Academic and Research);
  - ii) the Dean in the Faculty of which the candidate is a member plus a Dean assigned to the case by the Vice-President (Academic and Research), according to a rotation but with regard to a reasonably balanced workload among them; and
  - iii) four (4) tenured faculty members.
- c) The Vice-President (Academic and Research) shall be chair of the Committee and of the sub-committees. However, if there is no Vice-President (Academic and Research), the Employer shall appoint a Dean to be chair of the Committee, and the Dean who is not responsible for the department in which the candidate holds his/her appointment shall be chair of a sub-committee.
- d) Except for members of the Committee who hold their positions *ex officio*, faculty members and their alternates shall be elected to the Committee by faculty members.
- e) Elections shall be conducted by the Senate subject to the following requirements.
- f) Elections shall be by mail ballot and shall be supervised by the Secretary of the Senate, assisted by the Secretary of the Board of Regents or his/her designate and the Secretary of the Union or his/her designate.
- g) In electing the four (4) faculty members and three (3) alternates, at least one (1) of the four (4) members shall be from each of the three faculties. Elections shall be completed by March 31 in any given year or as soon thereafter as is practicable.
- h) Each faculty member shall be permitted to cast on each ballot one (1) vote for each faculty member being elected, but not more than one (1) vote for any candidate.
- i) To be elected, a candidate must receive a vote from a majority of the faculty members who cast votes on that ballot. An election shall be held even though the number of candidates does not exceed the number of positions to be filled.
- j) Where a given ballot fails to fill all available positions the candidate or candidates with the least number of votes, and all candidates elected on that ballot, shall be removed from the list of candidates and another ballot, or another election if necessary, shall be held.
- k) Subject to paragraph 17.01 (l), members and alternates shall be elected for overlapping terms of two (2) academic years each. In the first election required during the term of this Agreement, the two candidates with the most votes will be elected for terms of two (2) academic years, the next two candidates for terms of one (1) academic year, the first two alternates for terms of two (2) academic years, and the third alternate for a term of one (1) academic year.
- l) When a member or alternate does not complete his/her term on the Committee and the Committee deems it necessary in the circumstances that she/he be replaced, a

faculty member shall be elected to serve the remainder of the term. The election shall be conducted in the same manner and, where feasible, at the same time as the election of other members or alternates.

- m) If a member or alternate wishes to be a candidate in an election then she/he must resign from the Committee. His/her replacement shall be elected in the same election. Nevertheless, the resignation shall not take effect until the date the member or alternate's new term would commence if she/he were successful in the election.
  - n) In any election, candidates shall be assigned to available positions in the order of their election, a position as a member will always be assigned before a position as an alternate, and subject to the previous requirement a position with a longer term will be assigned before a position with a shorter term.
  - o) On any ballot, a candidate shall be deemed to have been elected before any other candidate who had fewer votes on that ballot. If representation from each of the three faculties is lacking among the first four (4) faculty members elected, a faculty member elected from the unrepresented faculty shall replace the faculty member with the fewest votes. In the event that two (2) or more candidates are elected on a particular ballot and have the same number of votes on that ballot so that it is impossible to determine the positions which these candidates are to serve, then the question shall be decided by lot.
- 17.02 a) When any faculty member on the sub-committee is considered for promotion, she/he shall not sit on his/her case, but shall be replaced on the sub-committee by the alternate from that faculty.
- b) The candidate will be provided by September 30 with a list of the members of his/her sub-committee.
  - c) If a candidate for promotion or tenure alleges that any member on the sub-committee is biased against him/her the following procedures shall be used. If the person against whom the allegation is made is a faculty member she/he shall be replaced for that case by one of the alternates who shall be chosen by the sub-committee. If the person against whom the allegation is made is an Employer representative, this allegation can be made up to ten days before a candidate's interview with the sub-committee, and a basis for the allegation must be supplied by the candidate. The sub-committee shall hear from the Employer representative about whom the allegation of bias has been made, and shall discuss whether the basis for the allegation is reasonable. If the sub-committee decides that the basis for the allegation is reasonable, the sub-committee shall take this into consideration in all further deliberations.
- 17.03 a) A faculty member on a sub-committee may remove himself/herself from the sub-committee when it considers a specific case. If she/he does so she/he shall be replaced for that case by one of the alternates who shall be chosen by the sub-committee.
- b) The Employer may replace an Employer representative on the sub-committee if in the Employer's opinion there is sufficient reason to do so.
- 17.04 Except as provided for in the next two sentences, all meetings and all decisions of a sub-committee shall be taken with all members of the sub-committee present. If a faculty member on a sub-committee is not able to attend meetings on a regular basis, the remaining members of the sub-committee shall meet to discuss the matter of his or her absence. If at that meeting the sub-committee is of the opinion that the faculty member who cannot attend on a regular basis must be replaced in order for the sub-

committee to complete its work in a timely manner, the sub-committee may replace that faculty member on the sub-committee with one of the alternates chosen by the sub-committee.

- 17.05 The sub-committee shall decide, pursuant to this article, whether or not a faculty member is to receive tenure or be promoted and any such decision shall be final.
- 17.06 A faculty member shall only be granted tenure or promotion if she/he is supported by four (4) members of the sub-committee.
- 17.07 Neither a decision of the sub-committee to grant tenure to a faculty member, nor its failure to grant tenure to a faculty member, shall be grievable or referable to arbitration. However, neither this clause nor Clause 17.05 shall prevent, in the case of tenure not having been granted, the single reconsideration provided for in clauses 17.25 to 17.27 hereof.
- 17.08 Neither a decision of the sub-committee to promote a faculty member, nor its failure to grant a promotion to a faculty member, shall be grievable or referable to arbitration. Nothing in this clause or Clause 17.05 prohibits an employee who has been denied promotion the right to apply for promotion in any following academic year if she/he remains an employee.

#### Assessment of Teaching and Academic Guidance of Students

- 17.09 For the purposes of Article 17, evidence provided on any of the following will be considered when a faculty member's teaching and academic guidance of students is being assessed:
- i) essential teaching practices (as evidenced by, for example, student course evaluations) such as
    - a) preparation, regular review, revision where required, and adherence to course outlines and syllabi,
    - b) meeting classes at regularly scheduled times and making appropriate alternative arrangements if an occasional class is missed,
    - c) effective delivery of subject matter through lectures, discussion leadership, demonstration, etc., and
    - d) accessibility to students for consultation and advice outside of scheduled class time;
  - ii) supervision of honours and/or special topics students;
  - iii) supervision of graduate students;
  - iv) organization of field schools or laboratories;
  - v) involvement in curriculum development and the development of new courses;
  - vi) innovation in teaching pedagogy as shown by, for example, the effective use of innovative teaching aids and techniques, or the development of instructional materials for use in the candidate's own classes or elsewhere;
  - vii) publication or production of original materials related to teaching effectiveness, such as books, articles, films or recordings, or presentations on teaching at conferences;
  - viii) organization and direction of workshops on teaching techniques and teaching effectiveness; and
  - ix) formal recognition of teaching excellence through receipt of university, regional or national teaching awards.

It is not the intention of the parties that the above items must be given equal weight or that other evidence be excluded.

### Assessment of Research and/or Creative Activity

17.10 For the purposes of Article 17, evidence of any of the following will be considered when an employee's research or creative activity is being assessed:

- i) designing, developing, conducting and participating in research or creative activity;
- ii) applications for and success in attracting funds in support of research or creative activity;
- iii) dissemination of the results of research or creative activity to peers through
  - a) presentations at scholarly or professional conferences, seminars, workshops, etc.,
  - b) publication in conference proceedings,
  - c) publication in refereed journals,
  - d) publication of monographs, book chapters and books,
  - e) invited lectures at other universities or institutes,
  - f) circulation of working and discussion papers to colleagues in universities, institutes, etc.,
  - g) artistic exhibitions and performances, and readings of literary work,
  - h) publications of literary work and musical compositions,
  - i) regular consultation with established researchers, public policy makers or other authorities, and
  - j) publication of electronic documents and multi-media productions;
- iv) dissemination of the results of research or creative activity to other audiences through
  - a) presentations at seminars, clinics, workshops,
  - b) government reports and briefs,
  - c) reports to clients,
  - d) published or shared computer software and software documentation,
  - e) artistic exhibitions and performances, and readings of literary work,
  - f) publication of literary works and musical compositions, and
  - g) publication of electronic documents and multi-media productions;
- v) work not mentioned above such as, annotated bibliographies, concordances, case studies, registries, data banks, or contributions to collections of existing knowledge;
- vi) awards or other recognition for research or creative activity, e.g., research awards, invited membership in scholarly or professional associations; and
- vii) evaluating the work of other academics and professionals by, for example, serving on grant selection committees, editing journals, reviewing articles for publication, reviewing grant applications, serving as examiners or on juries adjudicating artistic works.

It is not the intention of the parties that the above items must be given equal weight or that other evidence be excluded.

### Tenure for Faculty Members

17.11 Tenure will be granted only if it has become clear that a faculty member has demonstrated

- i) that his/her teaching and academic guidance of students is of high quality,
- ii) that his/her research and/or creative activity is of high quality and is reasonable in quantity, and

- iii) that she/he is willing to perform reasonable service to the University.
- 17.12
- a) A faculty member appointed on a probationary basis shall meet, in his/her third academic year, with the Dean to discuss, for formative purposes, the Employee's professional activities.
  - b) A faculty member appointed on a probationary basis at the rank of Professor shall be considered for tenure in his/her third academic year with the Employer in his/her probationary appointment, excluding academic years when she/he was on leave of absence, pursuant to Article 25, as determined by the Vice-President (Academic and Research) in consultation with the Union on a case-by-case basis.
  - c) A faculty member appointed on a probationary basis at the rank of Associate Professor shall be considered for tenure in his/her fourth academic year with the Employer in his/her probationary appointment, excluding academic years when she/he was on leave of absence, pursuant to Article 25, as determined by the Vice-President (Academic and Research) in consultation with the Union on a case-by-case basis.
  - d) A faculty member appointed on a probationary basis at the rank of Assistant Professor, or a faculty member appointed on a probationary basis at the rank of Lecturer who is promoted to the rank of Assistant Professor before the commencement of his/her fifth academic year, shall be considered for tenure in his/her fifth academic year with the Employer in his/her probationary appointment, excluding academic years when she/he was on leave of absence, pursuant to Article 25, as determined by the Vice-President (Academic and Research) in consultation with the Union on a case-by-case basis. A lecturer who is not promoted by the end of his/her fourth year shall not be considered for tenure and his/her appointment shall expire at the end of his/her fifth academic year.
  - e) A faculty member may require the Committee to consider him/her for tenure before the time prescribed in paragraphs 17.12 (b), or (c), but she/he must notify the Committee before August 15 that she/he will be applying for tenure under this paragraph if she/he is to be considered in that academic year.
  - f) A faculty member appointed on a probationary basis at the rank of Assistant Professor, or a faculty member appointed on a probationary basis at the rank of Lecturer who is promoted to the rank of Assistant Professor before the commencement of his/her fourth academic year, may require the Committee to consider him/her for tenure in his/her fourth academic year in the probationary appointment, or earlier if this was a term of his/her appointment, but she/he must notify the Committee before August 15 that she/he will be applying for tenure under this paragraph if she/he is to be considered in that academic year.
- 17.13 It shall be the responsibility of a candidate for tenure to submit to the Committee the following documents by October 1st:
- i) an up-to-date curriculum vitae;
  - ii) a statement of his/her objectives in scholarly activities, including teaching, research, and creative activity;
  - iii) a list, year by year, of courses she/he has taught over the past five (5) years;
  - iv) copies of books she/he has authored or edited, copies of reviews or critical notices of these books, reprints of articles and reviews, and equivalent material of a scholarly or creative nature; and
  - v) other material which the candidate wishes to place before the Committee.
- 17.14 a) Each faculty member in the candidate's department shall submit to the Committee

- his/her own signed and written evaluation of the candidate's performance insofar as the appropriate criteria listed in this article are concerned, together with his/her reasons for the evaluation. This evaluation must be submitted by October 15.
- b) If an employee has been transferred for any reason from one department to another since receiving his/her probationary appointment and before applying for tenure, she/he shall be evaluated by employees on a list agreed to by the Employer and the Union. If there is no such agreement, the employee will be deemed to be in both the employee's new department and the employee's former department. If the employee's former department no longer exists, for the purposes of this clause it will be deemed to exist and to be made up of any former members of the department who are still employees. For the purposes of this clause, the Library is a department.
  - c) However, no member of the Committee shall submit such an evaluation.
  - d) To assist an employee in preparing this evaluation, the information submitted under Clause 17.13 shall be available to the employee for review in the office of the Vice-President (Academic and Research).
  - e) The individual letters of evaluation shall be provided to the candidate by the office of the Vice-President (Academic and Research) at least five (5) days in advance of the meeting referred to in Clause 17.17.
- 17.15 Employees, staff, alumni, or students, other than members of the Committee, may submit to the Committee their own written evaluations of the candidate's performance insofar as the appropriate criteria listed in this article are concerned, together with their reasons for these evaluations. However, to be considered such an evaluation must be the work of one individual and must be signed by that individual. To assist such a person in preparing this evaluation, the information submitted under Clause 17.13, parts i) through iv) only, shall be available for review in the office of the Vice-President (Academic and Research) provided the Vice-President believes that the request to review these materials is *bona fide*. Any such evaluations shall be provided to the candidate at least five (5) days in advance of the meeting referred to in Clause 17.17.
- 17.16 On a case-by-case basis, the sub-committee may seek advice from up to three (3) external referees chosen by the sub-committee from a short list produced by the Dean and the candidate and submitted to the Committee by October 1. The package of information (books, articles, etc.) to be sent out to each referee shall be approved by the chair after the package is agreed upon by the Dean and the candidate.
- 17.17 A faculty member who is a candidate for tenure shall be invited to meet at least once with the sub-committee before it makes its decision.
- 17.18 If after meeting with the candidate and considering all the evidence the sub-committee does not propose to grant tenure, it shall so notify the candidate and provide the candidate with a written statement of its reasons which shall refer specifically to the criteria established by this article. The sub-committee shall meet with the candidate again within ten (10) days of the candidate receiving the reasons, unless the candidate informs the sub-committee in writing that she/he does not want to meet with the sub-committee.
- 17.19 All material submitted to the Committee or sub-committees under the provisions of this article and the deliberations of the Committee and its sub-committees are confidential.
- 17.20 The sub-committee shall base its decision on the criteria listed in this article, on the evidence presented pursuant to this article, and on material contained in the faculty member's official file with the Employer.
- 17.21 On or before December 31 the chair of the sub-committee shall communicate the sub-

committee's decision to the faculty member concerned, to the Union and to the President.

- 17.22 A faculty member who, pursuant to Paragraph 17.12 (e) or (f), is considered for tenure and not granted tenure shall continue his/her probationary appointment and shall be considered again at the prescribed time.
- 17.23 If a faculty member is not granted tenure when considered pursuant to paragraphs 17.12 (b), (c), or (d), his/her probationary appointment shall terminate at the end of that academic year.
- 17.24 If a faculty member is granted tenure, his/her tenured appointment shall begin on July 1 immediately following the academic year in which she/he was considered for tenure. If a faculty member in the Assistant Professor rank is granted tenure, she/he shall also be promoted automatically to Associate Professor. The tenured appointment and the promotion to Associate Professor shall take effect on July 1 immediately following the academic year in which she/he was considered for tenure.

#### Internal Review Committee

- 17.25 If, within ten (10) days of being informed of a decision not to grant tenure, the candidate alleges in writing and to both parties that the Committee or the sub-committee
- i) failed in a substantial way to follow the procedures outlined in the Agreement,
  - ii) violated the academic freedom to which the faculty member is entitled pursuant to Article 9, or
  - iii) discriminated against the faculty member for any reason mentioned in Article 11,
- each party shall name one faculty member who shall jointly name a third, who shall act as chair, to consider the allegation. If the first two cannot agree upon a chair within one (1) week, she/he shall be elected by the Senate. Members of the review committee shall not have been previously involved in the case.
- 17.26 In the event that the candidate requests a review in accordance with Clause 17.25, the onus to establish a breach of the Agreement as specified therein shall be on the candidate. If a *prima facie* case is made out by the candidate, then the review committee may examine the materials and procedures used by the Committee and sub-committee and require the Committee to satisfy it that no such breach occurred. Such material shall remain confidential and be treated confidentially by the review committee.
- 17.27 If two (2) of the three (3) faculty members so appointed find that the allegation is well founded, they may require the sub-committee to reconsider its decision and may recommend that in doing so specific steps be taken to ensure that this reconsideration will do justice to the candidate.

#### Promotion for Faculty Members

- 17.28 Promotion to the rank of Assistant Professor shall be granted when the Vice-President (Academic and Research) determines that the candidate has the highest degree generally required for teaching in his/her discipline, or has qualifications which are equivalent to that degree. Promotion shall be retroactive to the beginning of the academic year if such proof is provided on or before December 31, otherwise it shall take effect as of the first day of the next academic year.
- 17.29 Promotion to the rank of Associate Professor, when not awarded automatically when tenure is granted, shall be granted to a candidate only if it is clear
- i) that his/her teaching and academic guidance of students is of high quality, and
  - ii) that his/her research and/or creative activity is of high quality and is reasonable in

quantity.

The sub-committee shall consider a faculty member's service to the University and may weigh this in assessing whether his/her research and/or creative activity is reasonable in quantity.

17.30 Promotion to the rank of Professor shall be granted to a candidate only if it is clear

- i) that his/her teaching and academic guidance of students is of high quality,
- ii) that his/her research and/or creative activity is of high quality and is reasonable in quantity, and
- iii) that she/he has achieved excellence in his/her academic discipline or art through significant achievement in teaching, or in research, or in creative activity.

The sub-committee shall consider a faculty member's service to the University and may weigh this in assessing whether his/her research and/or creative activity is reasonable in quantity.

17.31 A faculty member becomes eligible for promotion to the rank of Assistant Professor if she/he has the highest degree generally required by universities for teaching in his/her discipline, or if she/he has qualifications which are equivalent to that degree.

17.32 A faculty member becomes eligible for promotion to the rank of Associate Professor in his/her sixth academic year with the Employer at the rank of Assistant Professor, or earlier if this was a term of his/her appointment.

17.33 A faculty member becomes eligible for promotion to the rank of Professor in his/her eighth academic year with the Employer at the rank of Associate Professor, or earlier if this was a term of his/her appointment.

17.34 Notwithstanding any other clauses of this article, a faculty member at the rank of Associate Professor may be promoted to the rank of Professor even if she/he is not eligible provided she/he notifies the Committee before August 15 that she/he will be applying under this clause for special consideration, she/he will have at least five (5) academic years with the Employer in the rank of Associate Professor when the promotion will become effective and the sub-committee decides unanimously that his/her work is of such outstanding quality when measured against the criteria listed in Clause 17.30 that she/he should be promoted early.

17.35 To be considered for promotion, a faculty member who is eligible must apply to the Committee. In addition, a faculty member who intends to apply for promotion to the rank of Associate Professor or Professor must inform the Committee before August 15 that she/he will be applying for promotion in that academic year.

17.36 It will be the responsibility of a candidate for promotion to the rank of Assistant Professor to submit to the Vice-President (Academic and Research) satisfactory proof that she/he has the degree required for promotion, or has qualifications which are equivalent to that degree.

17.37 It will be the responsibility of a candidate for promotion to the rank of Associate Professor or Professor to submit to the Committee the following documents by October 1 if she/he is to be considered for promotion in that academic year:

- i) an up-to-date curriculum vitae;
- ii) a statement of his/her objectives in scholarly activities, including teaching, research, and creative activity;
- iii) a list, year by year, of courses she/he has taught over the past five (5) years;
- iv) copies of books she/he has authored or edited, copies of reviews or critical notices of these books, reprints of articles and reviews, and equivalent material of a scholarly or creative nature; and
- v) other material which the candidate wishes to place before the Committee.

- 17.38 When a faculty member is being considered for promotion to the rank of Assistant Professor, the sub-committee may seek the advice of faculty members in the candidate's department.
- 17.39 a) When a faculty member is being considered for promotion to the rank of Associate Professor or Professor, each faculty member in the candidate's department shall submit to his/her own signed and written evaluation of the candidate's performance insofar as the appropriate criteria listed in this article are concerned, together with his/her reasons for the evaluation. This evaluation must be submitted by October 15.
- b) If an employee being promoted to these ranks has been transferred for any reason from one department to another in the five academic years before applying for promotion, she/he shall be evaluated by employees on a list agreed to by the Employer and the Union. If there is no such agreement, the employee shall be deemed to be in both the employee's new department and the employee's former department. If the employee's former department no longer exists, for the purposes of this clause it shall be deemed to exist and to be made up of any former members of the department who are still employees. For the purposes of this clause, the Library is a department.
- c) However, no member of the Committee shall submit such an evaluation.
- d) To assist the employee in preparing this evaluation, the information submitted under Clause 17.37 shall be available to the employee for review in the office of the Vice-President (Academic and Research).
- e) The individual letters of evaluation shall be provided to the candidate by the office of the Vice-President (Academic and Research) at least five (5) days in advance of the meeting referred to in Clause 17.42.
- 17.40 Employees, staff, alumni, or students, other than members of the Committee, may submit to the Committee their own written evaluations of the candidate's performance insofar as the appropriate criteria listed in this article are concerned, together with their reasons for these evaluations. However, to be considered such an evaluation must be the work of one individual and must be signed by that individual. To assist such a person in preparing this evaluation, the information submitted under Clause 17.37, parts i) through iv) only, shall be available for review in the office of the Vice-President (Academic and Research) provided the Vice-President believes that the request to review these materials is *bona fide*. Any such evaluations shall be provided to the candidate at least five (5) days in advance of the meeting referred to in Clause 17.42.
- 17.41 The sub-committee shall seek advice from external referees in considering promotions to the rank of Full Professor. In the case of promotion to other ranks, the sub-committee will exercise its discretion whether or not to seek such advice. Up to three (3) referees shall be chosen by the sub-committee from a short list produced by the Dean and the candidate and submitted to the sub-committee by October 1. The package of information (books, articles, etc.) to be sent out to each referee shall be approved by the chair after the package is agreed upon by the Dean and the candidate.
- 17.42 A faculty member who is a candidate for promotion to the rank of Associate Professor or Professor shall be invited to meet at least once with the sub-committee before it makes its decision.
- 17.43 If after meeting with the candidate and considering all the evidence the sub-committee does not propose to grant promotion, it shall so notify the candidate and, if she/he so requests within five (5) days of receiving the notification, shall provide the candidate with a written statement of its reasons which shall refer specifically to the criteria established

- by this article. The candidate shall have the right to meet with the sub-committee again to discuss these reasons before a decision is reached provided a request for such a meeting is made within five (5) days of the employee receiving the reasons.
- 17.44 All material submitted to the Committee or sub-committees under the provisions of this article and the deliberations of the Committee or sub-committee are confidential.
- 17.45 The sub-committee shall base its decision on the appropriate criteria listed in this article, on the evidence presented pursuant to this article, and on material contained in the faculty member's official file with the Employer.
- 17.46 On or before April 30 the chair of the sub-committee shall communicate the sub-committee's decision to the faculty member concerned, to the Union and to the President.
- 17.47 A promotion shall take effect as of the first day of the academic year following the academic year in which it is granted.

## **Article 18 - Department Heads and Program Directors**

### **Appointment of Department Heads**

- 18.01 There shall be a position of head for each department.
- 18.02 Whenever a department head resigns, is dismissed, completes his/her term of office, or otherwise vacates his/her position, all employees and part-time lecturers in the department concerned shall be so informed.
- 18.03 The Dean will then consult in writing with all employees and part-time lecturers in the department concerned about the following matters:
- i) the qualifications which should be sought in a replacement;
  - ii) whether the search should be confined to employees in the department concerned or should extend outside;
  - iii) except for part-time lecturers, whether they wish to be considered for the position;
  - iv) whether they wish to nominate any person or persons for the position;
  - v) their views on any candidates under consideration for the position;
  - vi) their views on the appropriate term of any appointment to the position; and
  - vii) once the Employer has determined to make an appointment of a specific person and for a specific term, their views on this determination.
- This consultation does not limit the right of a Dean to meet with a department to discuss the matters listed above in this clause.
- 18.04 The views of those consulted as provided in Clause 18.03 shall be considered before any decision is made.
- 18.05 A department head shall normally be appointed to his/her position for a term of three (3) or five (5) academic years, and she/he is eligible for reappointment. However, should the Employer conclude during the term of such an appointment, after consulting with all the members of department concerned, that a department head's performance as head is not satisfactory, the Employer may terminate the head's appointment before the end of the term.
- 18.06 The Employer shall decide which candidate, if any, is to be offered the appointment.

### Duties of Department Heads

- 18.07 The duties of a department head shall include
- i) advising the Dean in matters pertaining to his/her department,
  - ii) ensuring the orderly, effective, and efficient operation of his/her department, and
  - iii) representing his/her department where appropriate.
- 18.08 Deans shall encourage department heads to present, whenever they are representing their departments, the views of their departments as determined through consultation with all department members not on leave at the time, although this clause does not preclude heads from presenting their own views as well in such cases.

### Appointment of Program Directors

- 18.09 Deans will consult in writing with the employees and part-time lecturers concerned before a program director is appointed.

### Evaluation of Department Heads and Program Directors

- 18.10 Each year, prior to the end of May, employees shall provide the Dean with an assessment of his/her department head or program director in the performance of his/her duties under this article.

## **Article 19 - Appointment of Librarians**

- 19.01 The parties recognize that the preservation of the integrity of the University's academic programs, given its dedication to excellence in undergraduate education, requires an adequate number of librarians on continuing full-time appointments.
- 19.02 The Employer shall consult with Library Council before creating any part-time librarian position. The chair of the Library Council shall forward a copy of any recommendation to create a part-time librarian position to the Union. Any part-time librarian position which has been created continues only for the term of any appointment which is made.
- 19.03 Whenever a librarian dies, goes on long term disability, resigns, retires, is dismissed, goes on leave, or is denied tenure, the Library Council may make a recommendation within a reasonable time on whether or not a vacancy exists and, if the recommendation is that one does exist, may make a further recommendation on the type of appointment, rank, and qualifications desired.
- 19.04 Whenever the Library Council is of the opinion that another librarian is needed, it may recommend that an additional librarian be hired, and the type of appointment, rank and qualifications desired.
- 19.05 The chair of the Library Council shall forward the Council's recommendation, if any, under 19.03 or 19.04 to the Vice-President (Academic and Research) and this recommendation shall be considered before a decision is made. If the Employer intends to make a decision under 19.06 or 19.07 which does not follow the recommendation of the Council, the Vice-President (Academic and Research) shall inform the Council, in writing, of the intended decision and the reasons for the intended decision and the Vice-President (Academic and Research) shall give the Council five (5) days for further input before the final decision is made. In addition, each academic year before the Employer exercises its powers to decide on appointments under Clause 19.07, the Employer shall consult with the Senate concerning the staffing requirements of the University with

- regard to its academic programs and shall receive any recommendations Senate advances on these matters. The Employer will report by the November meeting of Senate each year on the progress being made to meet the University's equity objectives.
- 19.06 The Employer shall decide on reasonable grounds whether a vacancy exists and, if one does exist, the type of appointment, rank, and qualifications desired.
- 19.07 The Employer shall decide whether to hire another librarian and the type of appointment, rank, and qualifications desired.
- 19.08 A librarian will be appointed on a sessional appointment; or for a limited term; or on probation; or, with the consent of the Librarian Tenure and Promotion Committee, with tenure.
- 19.09 The parties recognize that it would not be in the best interest of the Employer if it were to offer term appointments automatically to all librarians. However, the parties also recognize that the Employer requires the flexibility to make term appointments in certain cases. Hence, these appointments are made on a case-by-case basis and not as policy. Therefore the parties agree that a limited term appointment shall not be created unless
- i) the vacancy which is being filled is a temporary vacancy,
  - ii) the person being appointed to fill the vacancy is not deemed suitable for a probationary appointment to the position being filled, in which case a search will be made for a candidate for a probationary appointment to commence at the end of the term appointment so made,
  - iii) the position which is being filled is a temporary position, or
  - iv) there are reasonable grounds for making such an appointment. These grounds will be reported to the Union in writing within 14 days of the decision to make such an appointment.
- 19.10
- a) Limited term appointments of librarians are to be made for terms of one (1), or two (2) years.
  - b) Sessional appointments of librarians are to be made for a term of less than one (1) year, subject to Clause 1.01 u).
- 19.11 The parties share the ideal of having each gender equally represented among the University's librarians. The provisions in this article concerning gender equity are included to assist both parties in achieving this ideal, while at the same time ensuring that the best qualified candidates are appointed in all cases. These provisions recognize that both parties, faculty members, librarians and administrators play an important role in the effort to achieve this ideal.
- 19.12
- a) By May 31 of each year the Employer and the Union shall jointly appoint an Employment Equity Panel made up of at least twelve (12) employees and, if the parties mutually agree, up to twenty (20) employees.
  - b) The equity guidelines, as developed by the Employer in consultation with the Union, shall be posted on the University's website so that those guidelines will be available to all members of search committees in advance of the search process.
  - c) Each year, by October 15, the Employer shall meet with all Employment Equity Panel members, the heads of all departments and the University Librarian to review these guidelines, to make clear the responsibilities of Employment Equity Panel members and of search committees, to discuss the differing career patterns of men and women, and to discuss the evaluation of dossiers and the conducting of interviews of candidates.
- 19.13 Whenever the Employer decides to hire a librarian, there shall be a search committee, chaired by the University Librarian or designate, made up of either all available librarians or such members as the Library Council shall determine. In the case of interdisciplinary

faculty and librarian appointments, the heads of the departments and the directors of the programs concerned and the chair of the Library Council, after consultation with members of their departments, programs, and the Library, shall meet to strike a search committee. If the Library or departments concerned have an underrepresented gender, the Union and the Employer shall jointly appoint one member of the Employment Equity Panel to the search committee. The Equity Panel member shall attend all meetings of the search committee and shall be a full participant in all meetings pertaining to the search, including being a full participant in all discussions at those meetings, but shall not have voting rights.

- 19.14 The Search Committee may decide in an appropriate case on a mechanism for gathering student opinion concerning candidates for the position and for involving students in the process leading to a recommendation. These mechanisms may include but are not limited to: written submissions of students designated to meet and interview candidates, written submissions from students invited to attend presentations by candidates, the selection and appointment of a non-voting student member of the Search Committee.
- 19.15 If, at any point in the procedure leading up to an appointment, the Employment Equity Panel member on the search committee concludes that proper procedures and guidelines, including equity guidelines, are not being followed, she/he will so inform the search committee, the Union and the Vice President (Academic and Research). The Vice President (Academic and Research) shall investigate and, if necessary, intervene, even to the extent of appointing a neutral chair of the search committee.
- 19.16
- a) Vacancies shall be advertised both internally and externally via hard copy and/or electronic means including professional journals, where appropriate.
  - b) Whenever the vacancy exists in the Library and the Library has an underrepresented gender (as defined in Clause 19.21), the search committee shall recommend ways of advertising the vacancy and appropriate publications in which to advertise it to encourage applications by the underrepresented gender. In such cases the search committee shall also where appropriate contact university libraries in Canada requesting the advertisement be brought to the attention of possible candidates and contact organizations within the profession asking them for suggestions of possible candidates.
  - c) Such advertisements shall be drafted by the search committee and forwarded to the University Librarian, together with a recommended list of publications in which the advertisement is to be placed.
  - d) The advertisement shall state the rank or range of ranks at which the appointment is to be made; the library department or division, if any; the anticipated type of appointment; the general qualifications and responsibilities, as well as more specific ones which are relevant; an equity statement informing potential candidates that the University is committed to employment equity and encourages applications from minority and other disadvantaged groups; where appropriate the period of the appointment; and that applications and supporting documents should be directed to the chair of the search committee.
  - e) A copy of the advertisement shall be forwarded to the Union at the same time as it is submitted for publication, along with a list of the publications to which it is being submitted.
- 19.17 The applications and supporting documents of all candidates shall be made available to all members of the search committee and to all other members of Library Council except candidates for the position. Each librarian, including members of the search committee

and other members of Library Council, may make recommendations to the search committee concerning candidates to be invited to campus for interviews. In any case where there is an underrepresented gender, it is the responsibility of the chair of the search committee to monitor applications as they come in. If it appears to him/her that there may be insufficient applications from qualified members of the underrepresented gender, she/he shall consider whether there are steps that can be taken to increase the applicant pool including accepting applications after the deadline and until the position is filled. Any individual who at the time of application was an employee and who meets the minimum academic qualifications for the position shall be interviewed. Within ten (10) days of the deadline for the receipt of applications the search committee shall recommend to the University Librarian candidates to be invited to campus for interviews. In any case where there is an underrepresented gender in the library, if the search committee does not recommend that a candidate from the underrepresented gender be invited to campus for an interview, the search committee shall advise the University Librarian of the best qualified candidate from the underrepresented gender and provide its reasons for not recommending that this candidate be interviewed. If the University Librarian does not intend to follow the search committee's recommendation, the search committee will be informed, in writing, of the intended decision and the reasons for the intended decision and will be given five (5) days for further input before the final decision is made. The University Librarian shall decide those to be invited to campus for interviews.

- 19.18 The chair of the search committee shall arrange interviews. The chair is responsible for ensuring that, insofar as the circumstances reasonably permit, the interview process will be the same for each candidate interviewed. If possible, each candidate interviewed shall meet with all available members of the search committee and other members of Library Council. If appropriate, each candidate interviewed will be given the opportunity to teach a class or to offer a seminar involving students. Each member of Library Council may make a recommendation to the search committee concerning the suitability of each candidate for the vacancy or new position.
- 19.19 The search committee shall make a recommendation to the University Librarian, normally within five (5) days of the final interview. It may recommend that a given candidate, or any one from a group of candidates, be offered the appointment. It may recommend that no candidate from the list of candidates be offered the appointment. More than one recommendation may be made, and a recommendation may include more than one name or group of names listed in order of preference.
- 19.20 Each recommendation may be accompanied by advice on rank and salary, and shall be forwarded with appropriate rationale and supporting documents to the University Librarian.
- 19.21 A gender is underrepresented in the library when persons of the other gender with probationary or tenured appointments which will continue into the next academic year, hold at least fifty (50) percent of the expected complement. The expected complement will be the number of librarians who will be in the library during the next academic year on a full-time basis counting those who will be on leave of absence, but not counting leave replacements or those in temporary positions.
- 19.22 When there is a vacancy in the library and the library has an underrepresented gender, any recommendation under Clause 19.19 shall be made in accordance with this clause. The search committee shall recommend the candidate who is clearly best qualified. If no candidate is clearly better qualified than the best qualified candidate from the underrepresented gender, taking into account the requirements of the library and the

records and potential of the candidates in the areas of librarianship and service, then the best qualified candidate from the underrepresented gender shall be recommended. In any case the name of the best qualified candidate from the underrepresented gender shall be forwarded to the University Librarian along with the name of the recommended candidate or candidates. In addition, within two days of the search committee's submission of its recommendation, the Employment Equity Panel member of the Search committee shall make a report to the University Librarian copied to the Union, on the search process which includes the methods used to encourage applications from the underrepresented gender, the total number of qualified applicants, the numbers of male and female applicants, the number of candidates of each gender interviewed and short-listed, the gender of the top three candidates, and the member's rank-ordered short list which formally presents the qualifications of each qualified candidate and the reasons for the member's ranking. The University Librarian shall review this report prior to recommending any offer of appointment.

- 19.23 The Employer shall decide which candidate, if any, is to be offered the appointment, and the rank, salary and type of appointment which is to be offered. If the Employer does not intend to appoint the person recommended by the search committee, the search committee will be informed, in writing, of the intended decision and the reasons for the intended decision and will be given five (5) days for further input before the final decision is made.
- 19.24 Letters of appointment shall state the rank at which the appointment is to be made, the type of appointment; the library department to which the appointee will be assigned; the salary; the market differential component of the salary, if any; the start-up grant, if any; release time, if any; relocation expenses; the year in which the appointee will be eligible for promotion; the length of the probationary period, if any; and the pension and other fringe benefits available to the appointee. A copy of the Agreement shall be included with such letters.
- a) The Employer shall award a start-up grant to each probationary or tenured (under Clause 19.08) appointee.
- 19.25 The Employer shall send the Union a copy of the letter of appointment within ten (10) days of receipt of the acceptance by the appointee.

### Spousal Appointments

- 19.26 a) The parties recognize that, when they occur, spousal appointments should be made on the basis of a fair, equitable, and transparent process and should fit in with existing Library objectives and priorities.
- b) The Employer shall support faculty recruitment and retention by endeavouring to make a full range of employment opportunities available for spouses, including: part-time, sessional, term, or probationary faculty or librarian positions; research positions; and non-faculty positions.
- c) Access to these procedures shall apply to all new hires and existing employees.
- d) The Employer may depart from the search and advertising procedures specified in Article 16 in order to facilitate the recruitment of the spouse or partner of a successful candidate for a position or the retention of a current employee who has a spouse or partner who is seeking an academic appointment. In these cases, the following procedures shall apply:
- i) Before a spousal appointment is considered, the Library Council must be consulted and must consent in writing to this expedited process.

- ii) The spouse or partner must be a person of sufficiently high achievement and/or potential to have made the short list for a position in the Library if the position had been advertised.
- iii) Before a spousal appointment is made, the Library Council shall recommend the appointment to the University Librarian by majority vote.
- iv) When a spousal hire is used to recruit new faculty member, written offers of employment to both the initial candidate and his/her spouse or partner should be made simultaneously whenever possible.
- v) Once the spouse or partner joins the library, he or she is to be treated the same as any other employee of the same rank and status in terms of review, promotion and tenure, and working conditions.

## **Article 20 - Tenure and Promotion for Librarians**

### **Librarian Tenure and Promotion Committee**

- 20.01 a) There shall be a Librarian Tenure and Promotion Committee, hereinafter in this article called the Committee, composed as follows:
  - i) the Vice-President (Academic and Research), who shall chair the committee;
  - ii) the University Librarian;
  - iii) three (3) tenured members of the Library Council elected by the employees of the Library Council no later than September 1 of each year. When the election of the three members takes place, the employees of the Library Council shall also elect a tenured member of the Library Council to serve as alternate on this Committee.
- b) If at any time there are fewer than four (4) librarians eligible or available to be members of the Librarian Tenure and Promotion Committee, then tenured faculty members from the Tenure and Promotion Committee (see 17.01 a iii) shall be assigned by the Tenure and Promotion Committee to fill vacancies.
- 20.02 a) When a librarian on the Committee is under consideration by the Committee, she/he shall not participate in the deliberations of the Committee and, if she/he is a member, shall be replaced on the Committee by the alternate for his/her case only.
- b) If a candidate for promotion or tenure alleges that any member on the Committee is biased against him/her the following procedures shall be used. If the person against whom the allegation is made is a librarian she/he shall be replaced for that case by the alternate. If the person against whom the allegation is made is the University Librarian, this allegation can be made up to ten days before a candidate's interview with the Committee, and a basis for the allegation must be supplied by the candidate. The Committee shall hear from the University Librarian, and shall discuss whether the basis for the allegation is reasonable. If the Committee decides that the basis for the allegation is reasonable, the Committee shall take this into consideration in all further deliberations.
- 20.03 a) A librarian on the Committee may remove himself/herself from the Committee when it considers a specific case. If she/he does so she/he shall be replaced for that case by the alternate.
- b) The Employer may replace the University Librarian on the Committee if in the Employer's opinion there is sufficient reason to do so.
- 20.04 Except as provided for in the next two sentences, all meetings and all decisions of the Committee shall be taken with all members of the Committee present. If a librarian on

the Committee is not able to attend meetings on a regular basis, the remaining members of the Committee shall meet to discuss the matter of his or her absence. If at that meeting the Committee is of the opinion that the librarian who cannot attend on a regular basis must be replaced in order for the Committee to complete its work in a timely manner, the Committee may replace that librarian on the Committee with the alternate for the purpose of completing the work on any case or cases affected by the inability to attend meetings on a regular basis.

- 20.05 The Committee shall decide, pursuant to this article, whether or not a librarian is to receive tenure or be promoted and any such decision shall be final. Nothing in this paragraph prohibits an employee who has been denied promotion the right to apply for promotion in any following academic year if she/he remains an employee.
- 20.06 A librarian shall only be granted tenure or promotion if she/he is supported by three (3) members of the Committee.
- 20.07 Neither a decision of the Committee to grant tenure to a librarian, nor its failure to grant tenure to a librarian, shall be grievable or referable to arbitration. However, neither this clause nor Clause 20.05 shall prevent, in the case of tenure not having been granted, the single reconsideration provided for in clauses 20.25 to 20.27.
- 20.08 Neither a decision of the Committee to promote a librarian, nor its failure to grant a promotion, shall be grievable or referable to arbitration.

#### Assessment of the Performance of Duties in the Operation of the Library

- 20.09 For the purpose of Article 20, evidence provided on any of the following will be considered when a librarian's performance of duties in the operation of the library is being assessed:
- i) essential professional practices (as evidenced by, for example, peer assessments) such as
    - a) provision of professional consultation and assistance to library users,
    - b) provision of access to materials and resources, both local and remote, through, for example, original cataloguing, or creating and organizing information on the Libraries' websites,
    - c) maintenance and development of library collections, and
    - d) maintenance and development of library database structures and information systems;
  - ii) contribution to the development of library practice and policy;
  - iii) training and supervision of library staff;
  - iv) organization of and participation in library instruction programs;
  - v) preparation of bibliographies, library guides, instructional guides, etc., designed to assist library users;
  - vi) provision of assistance to faculty in curriculum development and the development of new courses;
  - vii) innovation in librarianship as shown by, for example, the effective use of innovative techniques, or the development of materials for use in the candidate's own work or elsewhere;
  - viii) publication or production of original materials related to librarianship, such as books, articles, films or recordings, or presentations at conferences;
  - ix) organization and direction of workshops on professional techniques;
  - x) formal recognition of professional excellence through receipt of university, regional or national awards;

- xi) recognition of professional abilities through invited participation in educational activities;
- xii) development of instructional materials for use in the librarian's own classes or elsewhere;
- xiii) professional knowledge and expertise in library and information science;
- xiv) innovation in teaching practice as shown by, for example, the effective use of innovative teaching aids and techniques;
- xv) participation in library committees;
- xvi) subject knowledge or special skills (e.g. linguistic ability) which are used in the performance of professional responsibilities; and
- xvii) classes taught.

It is not the intention of the parties that the above items must be given equal weight or that other evidence be excluded.

#### Assessment of Research and/or Creative Activity and/or Librarianship and/or Scholarship

20.10 For the purposes of Article 20, evidence of any of the following will be considered when an employee's research or creative activity or librarianship or scholarship is being assessed:

- i) designing, developing, conducting and participating in research or creative activity;
- ii) applications for and success in attracting funds in support of research or creative activity;
- iii) dissemination of the results of research or creative activity to peers through
  - a) presentations at scholarly or professional conferences, seminars, workshops, etc.,
  - b) publication in conference proceedings,
  - c) publication in refereed journals,
  - d) publication of monographs, book chapters and books,
  - e) invited lectures at other universities or institutes,
  - f) circulation of working and discussion papers to colleagues in universities, institutes, etc.,
  - g) artistic exhibitions and performances, and readings of literary work,
  - h) publications of literary work and musical compositions,
  - i) regular consultation with established researchers, public policy makers or other authorities, and
  - j) publication of electronic documents and multi-media productions;
- iv) dissemination of the results of research or creative activity to other audiences through
  - a) presentations at seminars, clinics, workshops,
  - b) government reports and briefs,
  - c) reports to clients,
  - d) published or shared computer software and software documentation,
  - e) artistic exhibitions and performances, and readings of literary work,
  - f) publication of literary works and musical compositions, and
  - g) publication of electronic documents and multi-media productions;
- v) work not mentioned above such as, annotated bibliographies, concordances, case studies, registries, data banks, or contributions to collections of existing knowledge;
- vi) awards or other recognition for research or creative activity, e.g., research awards, invited membership in scholarly or professional associations; and

- vii) evaluating the work of other academics and professionals by, for example, serving on grant selection committees, editing journals, reviewing articles for publication, reviewing grant applications, serving as examiners or on juries adjudicating artistic works.

It is not the intention of the parties that the above items must be given equal weight or that other evidence be excluded.

### Tenure for Librarians

- 20.11 Tenure will be granted only if a librarian has a master's degree in library science, or its equivalent, and it has become clear that she/he has demonstrated
- i) that his/her performance of his/her duties in the operation of the library is of high quality,
  - ii) that his/her contributions to librarianship and/or research and/or scholarship are of high quality and are reasonable in quantity, and
  - iii) that she/he is willing to perform reasonable service to the University.
- 20.12 a) A librarian appointed on a probationary basis shall meet, in his/her third academic year, with the University Librarian to discuss, for formative purposes, the Employee's professional activities.
- b) A librarian appointed on a probationary basis at the rank of Associate Librarian or Librarian shall be considered for tenure in his/her third academic year with the Employer in his/her probationary appointment, excluding academic years when she/he was on leave of absence, pursuant to Article 25, as determined by the Vice-President (Academic and Research) in consultation with the Union on a case-by-case basis.
- c) A librarian appointed on a probationary basis at the rank of General Librarian or Assistant Librarian shall be considered for tenure in his/her fourth academic year with the Employer in his/her probationary appointment, excluding years when she/he was on leave of absence, pursuant to Article 25, as determined by the Vice-President (Academic and Research) in consultation with the Union on a case-by-case basis.
- d) A librarian may require the Committee to consider him/her for tenure before the time prescribed in paragraphs 20.12 (a) or (b), but she/he must notify the Committee before August 15 that she/he will be applying for tenure under this paragraph if she/he is to be considered in that academic year.
- 20.13 It shall be the responsibility of a candidate for tenure to submit to the Committee the following documents by October 1st:
- i) an up-to-date curriculum vitae;
  - ii) a statement of his/her objectives in librarianship and scholarly activities, including teaching and research;
  - iii) copies of books she/he has authored or edited, copies of reviews or critical notices of these books, reprints of articles and reviews, and equivalent material of a scholarly or creative nature; and
  - iv) other material which the candidate wishes to place before the Committee.
- 20.14 a) Each librarian, including members of the Committee, shall submit to the Committee his/her own written and signed evaluation of the candidate's performance insofar as the appropriate criteria listed in this article are concerned, together with his/her reasons for the evaluation. This evaluation must be submitted by October 15.
- b) If an employee has been transferred for any reason from one department to another

since receiving his/her probationary appointment and before applying for tenure, she/he shall be evaluated by employees on a list agreed to by the Employer and the Union. If there is no such agreement, the employee will be deemed to be in both the employee's new department and the employee's former department. If the employee's former department no longer exists, for the purposes of this clause it will be deemed to exist and to be made up of any former members of the department who are still employees. For the purposes of this clause, the Library is a department.

- c) To assist an employee in preparing this evaluation, the information submitted under Clause 20.13 shall be available to the employee for review in the office of the Vice-President (Academic and Research).
  - d) These evaluations shall be provided to the candidate at least five (5) days in advance of the meeting referred to in Clause 20.17. The University Librarian may submit such an evaluation under this section.
- 20.15 Other employees, staff, alumni, or students may submit to the Committee their own written evaluations of the candidate's performance insofar as the appropriate criteria listed in this article are concerned, together with their reasons for these evaluations. However, to be considered such an evaluation must be the work of one individual and must be signed by that individual. To assist such a person in preparing this evaluation, the information submitted under Clause 20.13, parts i) through iii) only, shall be available for review in the office of the Vice-President (Academic and Research) provided the Vice-President believes that the request to review these materials is *bona fide*. Any such evaluations shall be provided to the candidate at least five (5) days in advance of the meeting referred to in Clause 20.17.
- 20.16 On a case-by-case basis, the sub-committee may seek advice from up to three (3) external referees chosen by the sub-committee from a short list produced by the University Librarian and the candidate and submitted to the Committee by October 1. The package of information (books, articles, etc.) to be sent out to each referee shall be approved by the chair after the package is agreed upon by the University Librarian and the candidate.
- 20.17 A librarian who is a candidate for tenure shall be invited to meet at least once with the Committee before it makes its decision.
- 20.18 If after meeting with the candidate and considering all the evidence the Committee does not propose to grant tenure, it shall so notify the candidate and provide the candidate with a written statement of its reasons which shall refer specifically to the criteria established by this article. The Committee shall meet with the candidate again within ten (10) days of the candidate receiving the reasons, unless the candidate informs the Committee in writing that she/he does not want to meet with the Committee.
- 20.19 All material submitted to the Committee under the provisions of this article and the deliberations of the Committee are confidential.
- 20.20 The Committee shall base its decision on the criteria listed in this article, on the evidence presented to it pursuant to this article, and on material contained in the librarian's official file with the Employer.
- 20.21 On or before December 31 the chair of the Committee shall communicate the Committee's decision to the librarian concerned, to the Union and to the President.
- 20.22 A librarian who, pursuant to Paragraph 20.12 (d), is considered for tenure and not granted tenure shall continue his/her probationary appointment and shall be considered again at the prescribed time.
- 20.23 If a librarian is not granted tenure when considered pursuant to paragraphs 20.12 (b)

and (c), his/her probationary appointment shall terminate at the end of that academic year.

20.24 If a librarian is granted tenure, his/her tenured appointment shall begin on July 1 immediately following the academic year in which she/he was considered for tenure.

#### Internal Review Committee

20.25 If, within ten (10) days of being informed of a decision not to grant tenure, the candidate alleges in writing and to both parties that the Committee

- i) failed in a substantial way to follow the procedures outlined in the Agreement,
- ii) violated the academic freedom to which the candidate is entitled pursuant to Article 9, or
- iii) discriminated against the candidate for any reason mentioned in Article 11, each party shall name one employee who shall jointly name a third, who shall act as chair, to consider the allegation. If the first two cannot agree upon a chair within one (1) week, she/he shall be elected by the Senate. Members of the review committee shall not have been previously involved in the case.

20.26 In the event that the candidate requests a review in accordance with Clause 20.25, the onus to establish a breach of the Agreement as specified therein shall be on the candidate. If a *prima facie* case is made out by the candidate, then the review committee may examine the materials and procedures used by the Committee and require the Committee to satisfy it that no such breach occurred. Such material shall remain confidential and be treated confidentially by the review committee.

20.27 If two (2) of the three (3) employees so appointed find that the allegation is well founded, they may require the Committee to reconsider its decision and may recommend that in doing so specific steps be taken to ensure that this reconsideration will do justice to the candidate.

#### Promotion for Librarians

20.28 Promotion to the rank of Assistant Librarian shall be automatic when a librarian commences his/her tenured appointment.

20.29 Promotion to the rank of Associate Librarian shall be granted to a candidate only if it is clear

- i) that his/her performance of his/her duties in the operation of the library is of high quality, and
- ii) that his/her contributions to librarianship and/or research and/or scholarship are of high quality and are reasonable in quantity.

The Committee shall consider a librarian's service to the University and may weigh this in assessing whether his/her contributions to librarianship and/or research and/or scholarship are reasonable in quantity.

20.30 Promotion to the rank of Librarian shall be granted to a candidate only if it is clear

- i) that his/her performance of his/her duties in the operation of the library is of high quality,
- ii) that his/her contributions to librarianship and/or research and/or scholarship are of high quality, are reasonable in quantity, and
- iii) that she/he has achieved excellence as a librarian through significant achievement in the performance of his/her duties in the library or through significant achievement in research or in librarianship or in scholarship.

- The Committee shall consider a librarian's service to the University and may weigh this in assessing whether his/her contributions to librarianship and/or research and/or scholarship are reasonable in quantity.
- 20.31 A librarian becomes eligible for promotion to the rank of Associate Librarian in his/her sixth academic year at Mount Allison at the rank of Assistant Librarian, or earlier if this was a term of his/her appointment.
- 20.32 A librarian becomes eligible for promotion to the rank of Librarian in his/her eighth academic year at Mount Allison at the rank of Associate Librarian, or earlier if this was a term of his/her appointment.
- 20.33 Notwithstanding any other clauses of this article,
- i) a librarian at the rank of Assistant Librarian may be promoted to the rank of Associate Librarian even if she/he is not eligible provided she/he notifies the Committee before August 15 that she/he will be applying under this clause for special consideration and provided that she/he will have four (4) academic years with the Employer at the rank of Assistant Librarian when the promotion will become effective and she/he meets standards which are appreciably higher than the criteria listed in Clause 20.29, or
  - ii) a librarian at the rank of Associate Librarian may be promoted to the rank of Librarian even if she/he is not eligible provided she/he notifies the Committee before August 15 that she/he will be applying under this clause for special consideration and provided that she/he will have at least five (5) academic years with the Employer at the rank of Associate Librarian when the promotion will become effective and the Committee decides unanimously that his/her work is of such outstanding quality when measured against the criteria listed in Clause 20.30 that she/he should be promoted early.
- 20.34 Except in the case of promotion to Assistant Librarian, to be considered for promotion a librarian who is eligible must notify the Committee before August 15 that she/he will be applying for promotion in that academic year.
- 20.35 It will be the responsibility of a candidate for promotion to the rank of Associate Librarian or Librarian to submit to the Committee the following documents by October 1 if she/he is to be considered for promotion in that academic year:
- i) an up-to-date curriculum vitae;
  - ii) a statement of his/her objectives in librarianship and scholarly activities, including teaching and research;
  - iii) copies of books she/he has authored or edited, copies of reviews or critical notices of these books, reprints of articles and reviews, and equivalent material of a scholarly or creative nature; and
  - iv) other material which the candidate wishes to place before the Committee.
- 20.36 a) When a librarian is being considered for promotion to the rank of Associate Librarian or Librarian, each librarian including members of the Committee shall submit to the Committee his/her own written and signed evaluation of the candidate's performance insofar as the appropriate criteria listed in this article are concerned, together with his/her reasons for the evaluation. This evaluation must be submitted by October 15.
- b) If an employee has been transferred for any reason from one department to another in the five academic years before applying for promotion, she/he shall be evaluated by employees on a list agreed to by the Employer and the Union. If there is no such agreement, the employee shall be deemed to be in both the employee's new department and the employee's former department. If the employee's former

- department no longer exists, for the purposes of this clause it shall be deemed to exist and to be made up of any former members of the department who are still employees. For the purposes of this clause, the Library is a department.
- c) To assist an employee in preparing this evaluation, the information submitted under Clause 20.35 shall be available to the employee for review in the office of the Vice-President (Academic and Research).
  - d) These evaluations shall be provided to the candidate at least five (5) days in advance of the meeting referred to in Clause 20.39 The University Librarian may also submit such an evaluation under this section.
- 20.37 Other employees, staff, alumni, or students may submit to the Committee their own written evaluations of the candidate's performance insofar as the appropriate criteria listed in this article are concerned, together with their reasons for these evaluations. However, to be considered such an evaluation must be the work of one individual and must be signed by that individual. To assist such a person in preparing this evaluation, the information submitted under Clause 20.35, parts i) through iii) only, shall be available for review in the office of the University Librarian provided the University Librarian believes that the request to review these materials is *bona fide*. Any such evaluations shall be provided to the candidate at least five (5) days in advance of the meeting referred to in Clause 20.39.
- 20.38 The Committee may seek advice from up to three (3) external referees in considering the promotion of a librarian. Referees shall be chosen by the Committee from a short list produced by the University Librarian and the candidate and submitted to the Committee by October 1. The package of information (books, articles, etc.) to be sent out to each referee shall be approved by the sub-committee after the package is agreed upon by the University Librarian and the candidate.
- 20.39 A librarian who is a candidate for promotion to the rank of Associate Librarian or Librarian shall be invited to meet at least once with the Committee before it makes its decision.
- 20.40 If after meeting with the candidate and considering all the evidence the Committee does not propose to grant promotion, it shall so notify the candidate and if she/he so requests within five (5) days of receiving the notification, shall provide the candidate with a written statement of its reasons which shall refer specifically to the criteria established by this article. The candidate shall have the right to meet with the Committee again to discuss these reasons before a decision is reached provided a request for such a meeting is made within five (5) days of the employee receiving the reasons.
- 20.41 All material submitted to the Committee under the provisions of this article and the deliberations of the Committee are confidential.
- 20.42 The Committee shall base its decision on the appropriate criteria listed in this article, on the evidence presented to it pursuant to this article, and on material contained in the librarian's official file with the Employer.
- 20.43 On or before April 30 the chair shall communicate the Committee's decision to the librarian concerned, to the Union and to the President.
- 20.44 A promotion shall take effect on the July 1 immediately following the academic year in which it was granted.

## **Article 21 - Deleted**

## **Article 22 - Library Council**

- 22.01 There shall continue to be a Library Council, hereinafter in this article called the Council, made up of the University Librarian, all librarians, and such other persons working in the library as the Council should decide from time to time.
- 22.02 The Council shall be chaired by the University Librarian.
- 22.03 The objectives of the Council shall be to consider and make recommendations to the appropriate bodies and officials of the Employer on matters relating to the general welfare and operation of the library. Chair of Council shall report annually to Senate on these matters.
- 22.04 The Council shall have the power to establish rules governing
- i) the calling of meetings by the University Librarian,
  - ii) the conduct of meetings, including the setting of agendas, and
  - iii) other procedures relating to the functioning of the Council.

## **Article 23 - Sabbatical Leaves and Librarians' Leaves**

- 23.01 a) The purpose of a sabbatical leave is to serve the objectives of the University by enabling a faculty member to increase and improve his/her effectiveness as a teacher, scholar, researcher, or creative artist free from normal teaching responsibilities. Such a leave shall not normally be available for the pursuit of another or higher degree.
- b) The purpose of a librarian's leave is to serve the objectives of the University by enabling a librarian to increase and improve his/her ability to perform his/her professional responsibilities to the Employer. Such a leave shall not normally be available for the pursuit of another or higher degree.
- 23.02 a) There shall continue to be a Sabbatical Leaves Committee, hereinafter in this article called the Committee, composed of
- i) the Vice-President (Academic and Research),
  - ii) the Deans and the University Librarian, and
  - iii) seven (7) tenured employees, four (4) of whom shall be members of the Committee and three (3) of whom shall be alternates.
- b) When an employee applies for Sabbatical Leave or Librarian's Leave, a sub-committee hereinafter called the sub-committee will consider the case as follows:
- i) the Vice-President (Academic and Research);
  - ii) the Dean in the Faculty of which the candidate is a member, or, in the case of a librarian, the University Librarian;
  - iii) a Dean assigned to the case by the Vice-President (Academic and Research) according to a rotation but with regard to a reasonably balanced workload among them; and
  - iv) four (4) tenured employees.
- c) The Vice-President (Academic and Research) shall be chair of the Committee and of the sub-committees. However, if there is no Vice-President (Academic and Research), the Employer shall appoint a Dean to be chair of the Committee, and the Dean who is not responsible for the department in which the candidate holds his/her appointment shall be chair of a sub-committee.
- d) Except for members of the Committee who hold their positions *ex officio*, members and alternates shall be elected to the Committee by employees.
- e) Elections shall be conducted by the Senate subject to the following requirements.

- f) Elections shall be by mail ballot and shall be supervised by the Secretary of the Senate, assisted by the Secretary of the Board of Regents or his/her designate and the Secretary of the Union or his/her designate.
  - g) Elections shall be completed by March 31 in any given year or as soon thereafter as is practicable.
  - h) Each employee shall be permitted to cast on each ballot one (1) vote for each member or alternate being elected, but not more than one (1) vote for any candidate.
  - i) To be elected, a candidate must receive a vote from a majority of the employees who cast votes on that ballot. An election shall be held even though the number of candidates does not exceed the number of positions to be filled.
  - j) Where a given ballot fails to fill all available positions the candidate or candidates with the least number of votes, and all candidates elected on that ballot, shall be removed from the list of candidates and another ballot, or another election if necessary, shall be held.
  - k) Subject to paragraph 23.02 (l), members and alternates shall be elected for terms of two (2) academic years each.
  - l) When a member or alternate does not complete his/her term on the Committee and the Committee deems it necessary in the circumstances that she/he be replaced, an employee shall be elected to serve the remainder of the term. The election shall be conducted in the same manner and, where feasible, at the same time as the election of other members or alternates.
  - m) If a member or alternate wishes to be a candidate in an election then she/he must resign from the Committee. His/her replacement shall be elected in the same election. Nevertheless, the resignation shall not take effect until the date the member or alternate's new term would commence if she/he were successful in the election.
  - n) In any election, candidates shall be assigned to available positions in the order of their election, a position as a member will always be assigned before a position as an alternate, and subject to the previous requirement a position with a longer term will be assigned before a position with a shorter term.
  - o) On any ballot, a candidate shall be deemed to have been elected before any other candidate who had fewer votes on that ballot. In the event that two (2) or more candidates are elected on a particular ballot and have the same number of votes on that ballot so that it is impossible to determine the positions which these candidates are to serve, then the question shall be decided by lot.
- 23.03 a) When any employee on the sub-committee is considered for a leave, she/he shall not sit on his/her case, but shall be replaced on the sub-committee by one (1) of the alternates who shall be chosen by the sub-committee.
- b) If an applicant alleges that an employee on the sub-committee is biased against him/her that employee shall be replaced on the sub-committee, for this one case only, by one of the alternates who shall be chosen by the sub-committee. This allegation must be made within ten (10) days after the candidate has been informed of the constitution of the sub-committee.
- 23.04 A member of the sub-committee may remove himself/herself from the sub-committee when it considers a specific case. If she/he does so she/he shall be replaced on the sub-committee by one of the alternates who shall be chosen by the sub-committee.

- 23.05 The Employer may replace an Employer representative on the sub-committee if in the Employer's opinion there is sufficient reason to do so. Normally, the replacement will be a member of the Committee.
- 23.06 a) A faculty member or librarian shall be eligible to apply pursuant to this article for a leave of one (1) academic year to commence after at least six (6) academic years of service to the Employer or, in the case of a faculty member's or librarian's first leave under this article, such lesser service as may be specified by the Employer at the time of appointment.
- b) A tenured faculty member or librarian shall be eligible to apply pursuant to this article for a leave of six (6) months to commence on either July 1 or January 1 after at least three (3) academic years of service to the Employer or, in the case of a faculty member's or librarian's first leave under this article, such lesser service as may be specified by the Employer at the time of appointment. A tenured faculty member or librarian who previously had a leave granted under this article and is not eligible to apply for a six (6) month leave under the previous sentence will nevertheless be eligible to apply if the leave will commence after at least two (2) academic years of service to the Employer and if the leave will not result in more than twelve (12) months of leave granted under this article over seven (7) or fewer academic years of service.
- c) A probationary faculty member or librarian at the rank of Assistant Professor/General Librarian or above shall be eligible to apply for a leave of six (6) months to commence on either July 1 or January 1 after three (3) academic years of service to the Employer or such lesser service as may be specified by the Employer at the time of appointment. If granted, this leave must be taken prior to the year in which the faculty member or librarian is considered for tenure, and the eligibility for future leaves under this article shall be governed by the eligibility requirements specified in 23.06a and 23.06b.
- d) For the purpose of this clause, a faculty member's or librarian's academic years of service shall be calculated from the later of
- i) the date of his/her first appointment as a faculty member or librarian which was not followed by a break in service in excess of three (3) years, or
  - ii) the date of the conclusion of his/her last sabbatical leave or librarian's leave.
- For the purposes of this paragraph, a leave of at least six (6) months granted to an academic administrator for the purposes specified in this article and with at least eighty (80) per cent of salary is deemed to have been a leave granted under this article.
- e) If the sub-committee decides that a faculty member or librarian is eligible to receive a leave but this leave is postponed as a result of the operation of Clause 23.18, for the purposes of a subsequent application for a sabbatical or librarians' leave the faculty member or librarian shall be deemed to have taken the leave when the faculty member or librarian was eligible.
- f) For the purposes of this clause, time on leave with a salary equal to at least 50% of the salary of record shall count in the calculation of the number of academic years of a faculty member's or librarian's service. Otherwise, time on leave shall not count unless it is agreed between the faculty member or librarian and the Employer at the time the leave is granted that it will count.
- 23.07 Each application shall be in writing and shall reach the Committee by September 15 immediately preceding the academic year for which the employee wishes to be on leave, or by such later date as may be agreed in writing and in advance by the chair of the

Committee when the employee's scholarly activities require him/her to be absent from the University during the summer months, thus making the preparation of an application difficult.

- 23.08 The application shall include a detailed programme of the study, research, or other objects the leave is to serve; an explanation of how this programme will meet the appropriate criteria specified in Clause 23.11; a letter from the employee's department head or division head expressing his/her view on the merits of the application and whether or not she/he supports the application, referring specifically to the appropriate criteria expressed in Clause 23.11; and any other material the applicant would like the sub-committee to take into consideration when it makes its decision.
- 23.9 After the sub-committee has reviewed all applications, it shall meet with each applicant to discuss his/her application in light of the criteria expressed in Clause 23.11. Following his/her meeting, an applicant will have ten (10) days within which to submit further material to the sub-committee, which material shall form part of his/her application.
- 23.10 If the sub-committee deems it appropriate, it may seek references from persons competent to judge the merits of the application. Such persons shall be chosen from a short list produced by the applicant and the Vice-President (Academic and Research).
- 23.11 a) A faculty member will be eligible to receive a leave pursuant to this article only if the sub-committee decides, after considering all the evidence including evaluations of the faculty member's previous sabbatical leaves, that the leave will
- i) increase and improve his/her effectiveness as a teacher, or
  - ii) increase and improve his/her effectiveness as a researcher or creative artist, or
  - iii) allow him/her to devote more time to research or creative activity which is reasonably expected to result in an extension of knowledge in his/her academic discipline or a contribution to his/her art.
- b) A librarian will be eligible to receive a leave pursuant to this article only if the sub-committee decides that the leave will increase and improve his/her ability to
- i) perform his/her duties in the operation of the library, or
  - ii) contribute to librarianship and scholarship.
- 23.12 The sub-committee shall assess applications against the criteria established in Clause 23.11, taking into account material contained in the applicant's official file, submissions made by the applicant pursuant to this article, and any references received pursuant to Clause 23.10, and solely on this basis shall decide whether the employee is eligible to receive a leave pursuant to this article.
- 23.13 The sub-committee shall decide, pursuant to this article, whether or not an employee is eligible to receive a leave.
- 23.14 If there is a tie vote on the sub-committee concerning the eligibility of an employee to receive a leave, the decision of the sub-committee shall be that the employee is not eligible to receive a leave.
- 23.15 Any decision of the sub-committee concerning the eligibility of an employee to receive a leave shall be final and shall not be grievable nor referable to arbitration. However, this clause does not prevent an employee from applying to the Committee in any following academic year for a leave.
- 23.16 The sub-committee shall inform the applicant, the President, and the Union in writing whether or not the applicant is eligible to receive a leave and the chair of the sub-committee shall meet with those who are not eligible to explain the decision of the sub-committee by reference to the criteria contained in this article.
- 23.17 The Employer shall consult with any department concerned, and the Library Council if applicable, to seek advice on the following matters:

- i) in any case where there is only one (1) eligible employee from the library or the department, whether or not a replacement would be required if leave were granted; and
- ii) in any case where there is more than one (1) eligible employee from the library or the department, which of the eligible candidates, if any, should be given further consideration and whether or not a replacement or replacements would be required if one (1) or more leaves were granted at the times requested.

In a case where the head of the department is eligible for a sabbatical leave, the Employer will consult directly with the members of the department.

- 23.18 The Employer shall grant sabbatical leaves to those eligible at the time requested. However, after taking into account the welfare of its departments and the library, any advice received pursuant to Clause 23.17, the amount of money it has or expects to have in its budget for hiring replacements for those on leave, and the welfare of its operations as a whole, and after discussing the matter with the employees involved, the Employer may postpone a leave for one (1) academic year only. However, the Employer shall make a reasonable effort not to defer sabbatical leaves, and shall not defer the leaves of more than 50% of those declared eligible for leaves in a given year under Clause 23.16 or the leaves of those declared eligible within two (2) years of normal retirement. Normally, no more than one employee in the library or one faculty member per academic department shall be on sabbatical leave at the same time.
- 23.19 The employee and the Union will be notified by November 30 of the dates for which sabbatical leaves have been granted under clauses 23.06(a), 23.06(b) and 23.06(c).
- 23.20 An employee who is granted a leave, including a leave which has been postponed, must confirm in writing as early as possible and in any event before January 31 that she/he will take the leave or his/her right to take the leave will be lost. However, if the employee informs the Employer in writing before January 31 she/he may postpone the leave for one (1) academic year provided the leave was not postponed the previous year. The chair of the Committee may extend this deadline, in writing and in advance, for up to two (2) months on the written application of the employee where the employee has applied for a research grant, the employee declares that she/he will decline or defer the leave if the grant is not received, and the employee has not been notified of the results of the application.
- 23.21 a) An employee for whom a leave is granted under this article shall receive from the Employer a per cent of his/her salary of record, as specified in the next paragraph of this clause, for the period during which she/he is on leave, plus any monies granted from the Marjorie Young Bell Faculty Fund, category A. The Research Committee may designate a reasonable portion of his/her salary as a research and expense grant, in accordance with Clause 29.09.
- b) An employee who takes a leave pursuant to this article shall receive during the leave ninety (90) per cent of his/her salary of record.
- 23.22 An employee on leave pursuant to this article shall receive increases in his/her salary of record granted pursuant to the Agreement. Insurance plans, the pension plan, and other fringe benefits shall be continued, where applicable, in the regular manner as if the employee was receiving his/her full salary of record and was not on leave, subject to the terms of such plan or benefit which may prevent such continuation.
- 23.23 Where the total of income support to an employee from the Employer, other employers, outside granting agencies and any other source during the term of his/her leave exceeds one hundred twenty (120) per cent of his/her salary of record, then the Employer shall reduce its support by fifty (50) per cent of the excess.

- 23.24 Upon the completion of his/her leave, an employee shall prepare a report on his/her activities during the leave and shall present his/her report to the department head or University Librarian by September 30. The department head shall forward the report to the Dean by October 15. A copy of the initial application and the final report shall be placed in the employee's official file.
- 23.25 An employee who receives a leave pursuant to this article shall return to the Employer for at least one (1) academic year.
- 23.26 The parties encourage academic departments and the Library to develop provisional five-year sabbatical plans on an annual basis and to share these plans with the Dean or University Librarian.

#### **Article 24 - Release Time for Librarians**

- 24.01 A librarian who wishes to secure release time to undertake further study with university level courses shall apply to the Library Council.
- 24.02 The Council shall make recommendations to the University Librarian who will make the final decision as to whether an application for release time is to be approved.
- 24.03 Nothing in this article limits the power of the Employer to grant leaves of absence with or without pay in order to allow a librarian to undertake further study.

#### **Article 25 - Leaves of Absence**

##### **Sick Leave**

- 25.01 a) An employee appointed as an instructor or on a sessional appointment shall have a sick leave plan under which she/he shall receive fifteen (15) days of sick leave credits on his/her date of appointment and thereafter shall earn sick leave credits at the rate of one and one-quarter days for each full calendar month of service.
- b) An employee not covered by the sick leave plan in Clause 25.01 a) who, as a result of illness or bodily injury, is disabled from performing his/her professional responsibilities to the Employer shall receive for six (6) calendar months the salary she/he would have received if she/he had not become so disabled less any monies received in compensation from the Worker's Compensation Commission or any other source. She/he shall receive other benefits of employment on the same basis as his/her salary subject to the terms of the benefits involved.
- 25.02 An employee who is or will be so disabled shall inform his/her department head and Dean, or the University Librarian, of his/her illness or bodily injury as soon as possible after the disability commences or after she/he knows it is likely to commence in order that adequate alternate arrangements can be made to see that the employee's professional responsibilities to the Employer are met.
- 25.03 a) If an employee returns to work after an absence on the sick leave plan covered in Clause 25.01 a), he/she may use unused sick leave credits for new disabilities or for a reoccurrence of the former disability.
- b) If an employee returns to work after an absence on the sick leave plan covered in Clause 25.01 b), full sick leave benefits will be available immediately for another disability which commences after the return to work.
- 25.04 If an employee returns to work after an absence on sick leave covered in Clause 25.01 b), full sick leave benefits will be available for a reoccurrence of the same disability if the employee has been back to work for thirty-one (31) calendar days. Before the employee

returns to work, the thirty-one day calendar period may be extended if the employee agrees. If the thirty-one day period is extended, full sick leave benefits will be available no later than three (3) months after the employee has been back to work.

### Maternity and Child Care Leave

- 25.05 An employee shall be entitled to receive a maternity leave of up to seventeen (17) weeks or such longer period as may be required by the *Employment Standards Act*, beginning no earlier than eleven (11) weeks prior to the expected delivery date of her child and no later than the date of birth. Except in the case of an emergency or where the *Employment Standards Act* permits a shorter period, the employee shall inform the Employer in writing at least four (4) months in advance of her intention to take maternity leave including the anticipated commencement date and duration. The employee shall apply for the Employment Insurance (EI) maternity leave benefit. During the employee's waiting period for EI maternity benefits and during the period when such benefits are paid, or if an employee's claim for employment insurance benefits is not accepted by Human Resources Development Canada, for all employees except those on appointments of less than one year the Employer shall pay the employee an amount that when combined with the employee's EI benefits will equal ninety-five (95) percent of the employee's normal weekly earnings. Employer pension and benefit plan contributions shall continue on the basis of one hundred (100) percent of the employee's salary of record.
- 25.06 Child care leave shall be granted to an employee who a) is the biological parent of a newborn child, or b) has adopted a child. An employee shall be entitled to receive a leave to enable the employee to care for the child. An employee wishing to take child care leave shall inform the Employer in writing, at least four (4) months in advance, of his or her intention to take child care leave, the anticipated commencement date, the duration and the expected or actual date of birth or the expected or actual date when the adopted child will come or came into the care and custody of the employee. Child care leave shall begin not earlier than the date on which the newborn or adopted child comes into the care and custody of the employee and end not later than fifty-two (52) weeks after that date. Where an employee takes child care leave in addition to maternity leave, except if the newborn is hospitalized when an employee's maternity leave expires, the child care leave must commence immediately on the expiry of the maternity leave unless the Employer and employee otherwise agree. The child care leave cannot exceed thirty-seven (37) weeks and the total of the maternity and child care leaves cannot exceed fifty-two (52) weeks. Subject to the *Employment Standards Act*, where both parents are employees child care leave may be divided into two consecutive parts, one part to be taken by each employee. The total of these leaves cannot exceed thirty-seven (37) weeks nor can the total of these leaves plus maternity leave exceed fifty-two (52) weeks. During a child care leave, the Employer shall continue to pay its share of health, dental and basic life insurance premiums. The employee shall apply for the EI child care benefits. During the employee's waiting period for those benefits, and during the period when such benefits are paid, for all employees except those on appointments of one (1) year or less the Employer shall pay the employee an amount that when combined with the employee's EI benefits will equal ninety-five (95) percent of the employee's normal weekly earnings, provided the employee is the primary caregiver and to a maximum of thirty (30) weeks.

### Compassionate Leave

25.07 An employee may request a compassionate leave when serious events such as illness, injury or death in an employee's immediate family require the employee to be absent for a specified period of time longer than ten (10) days. Such a request shall be made in writing to the Employer and shall include sufficient information to permit a proper assessment of the request. Such a request shall not be unreasonably denied. An approved period of compassionate leave shall be at full salary and benefits.

### Court Leaves

25.07 The Employer will grant a leave with regular salary and benefits to employees summoned to be a juror or subpoenaed to be a witness for the periods requiring absence from the University. The employee will advise the Employer immediately when he or she is summoned or subpoenaed and when he or she knows of the periods during which absences will be required. The employee will cooperate with the Employer in an effort to avoid undue interruption of the employee's responsibilities to students.

### Other Leaves

25.08 The Employer may grant leaves of absence with or without pay and other benefits in circumstances not covered explicitly by the Agreement.

### **Article 26 - Vacations**

- 26.01 a) Employees, except those specified in Clause 26.01 b), shall be entitled to an annual vacation of twenty-five (25) days which, subject to clauses 26.02, 26.03, and 26.04, shall be taken in one or more parts during that academic year or the first two (2) months of the next academic year. When an appointment begins after July 1, the vacation entitlement shall be pro-rated in the first year.
- b) Employees hired for a term of less than ten months shall accumulate vacation on the basis of one and one-quarter (1¼) days for each full calendar month of service.
- 26.02 An employee shall take his/her vacation at a mutually agreed time she/he arranges with his/her department head or with the University Librarian.
- 26.03 An employee shall be deemed to have taken all previously earned vacation entitlements as of the last day of his/her employment with the Employer.
- 26.04 With the written consent of the Dean or University Librarian, an employee may carry forward up to fifteen (15) days of vacation entitlements to be taken as provided in clauses 26.01 and 26.02.
- 26.05 The benefits, privileges, rights, and obligations agreed to in clauses 26.01, 26.02, 26.03, and 26.04 above were agreed to in lieu of the application of the provisions of the *Employment Standards Act* concerning vacations.

## **Article 27 - Holidays**

- 27.01 The following shall constitute paid holidays for all employees:
- i) Good Friday;
  - ii) Victoria Day;
  - iii) Canada Day, unless it falls on a weekend in which case the holiday will be the subsequent Monday;
  - iv) New Brunswick Day;
  - v) Labour Day;
  - vi) Thanksgiving Day;
  - vii) Remembrance Day;
  - viii) All days from December 24 to January 1 inclusive; and
  - ix) December 23 when it is a Monday, Wednesday, Thursday or Friday and January 2 when it is a Tuesday, Wednesday, Thursday or Friday.
- 27.02 If the Employer schedules classes for a faculty member, or requires a librarian to work, on a paid holiday then that employee shall be entitled to add one and one half (1-1/2) days to his/her vacation entitlement for each such day the employee was required to work.

## **Article 28 - Benefit Plans and Policies**

- 28.01 The Employer shall continue its pension plan, long term disability policy, voluntary personal accident insurance, health plan, dental plan, liability insurance for employees, fee discount policy, relocation policy, and collective life policy. The current benefit coverage provided under the health plan and the dental plan will not be altered without a consultative process that involves the Union.
- 28.02 An employee's maximum allowable claim for relocation expenses shall be at least three thousand (3000) dollars in the case of an employee hired for a period of at least eight (8) months but not more than one (1) year, and at least six thousand (6000) dollars in the case of an employee hired for more than one (1) year. If an employee receives a second appointment immediately following the completion of a period of employment for which his/her maximum allowable claim was at least three thousand (3000) dollars, the maximum allowable claim for relocation expenses shall be at least six thousand (6000) dollars in total from both appointments. For the purpose of this article, pre-doctoral and post-doctoral fellows shall not be considered to be employees and may receive reimbursement for relocation expenses as determined on a case by case basis.
- 28.03 During the term of the Agreement, if either party so requests, the parties will cooperate in a review of the Employer's benefit package for employees and improvements to the package. If the parties agree that a consultant should be engaged to conduct studies or make recommendations, they shall share the fees and expenses of the consultant and they shall each receive a copy of the consultant's report.
- 28.04 The Employer has insurance policies which, subject to their terms and conditions, provide errors and omissions liability, professional liability and general liability coverage

for employees while they are acting on behalf of the Employer. The Employer shall maintain policies which provide such coverage for employees during the term of this Agreement but may make adjustments to these policies that in its opinion or in the opinion of the insurers are advisable for any reason.

28.05 The Employer shall continue its tuition fee discount policy for all Employees. The discount shall be 75%.

### **Article 29 - Employment-Related Expenses**

- 29.01 a) In each academic year each department head, program director and program chair shall have an expense account which equals the lesser of 1) twelve percent (12%) of the salary of an Assistant Professor at step 1, and 2) the sum of "a", "b", and "c" as defined below in this clause. "a" is one hundred fifty (150) dollars for each faculty member in his/her department or program on a full-time basis, and the appropriate proportion of one hundred fifty (150) dollars for each faculty member in his/her department or program on a part-time basis. "b" is four (4) dollars for each course enrolment in his/her department in the preceding year. "c" is three percent (3%) of the salary of an Assistant Professor at step 1.
- b) Any property purchased with funds from accounts established under this clause shall be owned by the University.
- 29.02 For the purpose of calculations under Clause 29.01, a faculty member who is on sabbatical leave or leave of absence shall be counted, but his/her replacement, if any, shall not be counted; a person who would be a faculty member except that she/he is a member of the Board of Regents shall be counted; and a student enrolled in a half year course shall count as one half of a course enrolment.
- 29.03 Any employee who has an account established under Clause 29.01 may designate each year any or all of it as a stipend to be taken as income 1) provided the designation covers the entire period from its effective date until the next June 30th, and 2) provided either the designation is made before July 1 to be effective July 1 or, in the case of the first year of a head's appointment, the designation is made within two (2) weeks of, and effective retroactive to, the effective date of the appointment as head.
- 29.04 The account established under Clause 29.01 may be used to cover research-related, teaching-related, travel or entertainment expenses.
- 29.05 If part way through a year an employee with an account established under Clause 29.01 ceases to hold the position for which the account was provided, he or she will be entitled to carry forward the positive balance in the account if the following calculation results in a positive balance. The amount of the account for the full year will be reduced to reflect that the full year was not completed. Any positive balance carried forward from the previous year will then be added to that amount. Finally, expenses incurred before the employee ceased to occupy the position will be deducted. If the resulting balance is positive, the employee will be able to carry that balance forward.
- 29.06 a) In each academic year each employee shall be reimbursed from his/her Professional Development Reimbursement account to a maximum of four per cent (4%) of the salary of an Assistant Professor at step 1 for each academic year for
- i) the purchase of books, journals and equipment,
  - ii) the payment of training fees, tuition fees, and membership fees,
  - iii) the payment of travel expenses, and
  - iv) any reasonable teaching-related or research-related expense including the purchase of computer software.

The amount available to be reimbursed from this account shall be pro-rated for teaching instructors, faculty members appointed on sessional appointments and part-time librarians.

- b) Any property purchased with funds from accounts established under this clause shall be owned by the University.
- 29.07 The Employer shall provide the Union with the purchasing policies and any related policies. In addition, the Employer shall provide the Union with any changes to these policies within five (5) days.
- 29.08 All University policies which are not in violation of this collective agreement apply to the accounts established under clauses 29.01 and 29.06 and the following conditions apply:
- i) the employee claiming the expense must have been an employee when the expense was incurred;
  - ii) the expense must have been incurred in the performance of the employee's professional responsibilities to the Employer; and
  - iii) the expenses charged to these accounts must be both incurred and claimed in the period beginning on May 1 prior to the academic year in respect of which the funds are placed in the account and ending on June 30 of the academic year following the academic year in respect of which the funds are placed in the account.
- 29.09 The Research Committee may designate, on the application of the employee, a reasonable portion of an employee's salary as a research grant, provided the research grant can be made by the Employer without withholding Income Tax. In consultation with the Union the Employer will adopt a policy covering the conditions of such an application and designation to ensure that any such grant will not require the University to withhold tax. The Employer reserves the right to submit the policy to Canada Revenue Agency for a ruling if in the Employer's opinion such a submission is required.

### **Article 30 - Salaries**

- 30.01 a) The scale floor refers to the floor of Assistant (Assistant Professor 1/Assistant Librarian 1). The scale ceiling refers to the top step of Professor.
- b) On July 1 of 2007, the scale ceiling shall be increased by 5%. On July 1 of 2008, the scale ceiling shall be increased by 4%. On July 1 of 2009, the scale ceiling shall be increased by 3%.
- c) As of July 1, 2007, the scale ceiling shall be 2.124 times the scale floor.
- d) The step increment size for steps below the scale floor shall be 90% of the value of step increments above the scale floor. The step increment size for all steps above the scale floor shall be determined as follows: On July 1, 2007 and for every July 1 thereafter the step increment size for all steps above the scale floor shall be the scale ceiling minus the scale floor divided by 26.
- e) Each rank in the faculty salary scale shall have the following number of steps:
- i) The Lecturer rank in the salary scale shall have ten (10) steps. As of July 1, 2007, step six (6) of the Lecturer scale shall equal the scale floor.
  - ii) The Assistant Professor rank in the faculty salary scale shall have fourteen (14) steps.
  - iii) The Associate Professor rank in the salary scale shall have seventeen (17) steps. The first step shall equal step six (6) of the scale for Assistant Professor.
  - iv) The Professor rank in the salary scale shall have fourteen (14) steps. The first step shall be equal to step nine (9) of the scale for Associate Professor.
- f) The librarian salary scales shall share the same step increment size as the faculty

scales. Each rank in the librarian faculty scale shall have the following number of steps:

- i) The General Librarian rank in the salary scale shall have seven (7) steps. Step six (6) of the General Librarian scale shall equal the scale floor.
  - ii) The Assistant Librarian rank in the salary scale shall have eight (8) steps.
  - iii) The Associate Librarian rank in the salary scale shall have eleven (11) steps. The first step shall equal step seven (7) of the scale for Assistant Librarian.
  - iv) The Librarian rank in the salary scale shall have ten (10) steps. The first step shall be equal to step eight (8) of the scale for Associate Librarian.
- g) All faculty salaries, salary floors, and salary ceilings for each rank under the Agreement shall be in accordance with the schedules listed below:

<u>Effective Date</u>	<u>Schedule</u>
July 1, 2007	Schedule 07F
July 1, 2008	Schedule 08F
July 1, 2009	Schedule 09F

- h) All librarian salaries, salary floors, and salary ceilings for each rank under the Agreement shall be in accordance with the schedules listed:

<u>Effective Date</u>	<u>Schedule</u>
July 1, 2007	Schedule 07L
July 1, 2008	Schedule 08L
July 1, 2009	Schedule 09L

30.02 On each July 1 an employee is to move one (1) step through the scale unless either she/he is on the ceiling for his/her rank or she/he is in the first academic year of a new appointment except a new tenured appointment which was preceded by a probationary appointment or she/he is an employee within the group specified in Clause 30.06 and, on July 1, 2007, any employee who moves to step 3 of the Professor scale shall move one further step to step 4 of the Professor scale.

30.03 Except as provided in Clause 30.06, every employee who is hired shall be placed on a step of a scale. The salary of record shall be:

- i) for part-time librarians, the annual salary according to an employee's placement on the salary scale, pro-rated based on the normal hours of work
- ii) for other employees, the annual salary according to an employee's placement on the salary scale.

30.04 If an employee is promoted, then she/he shall on the day the promotion is effective move to the step on the scale in his/her new rank which is equal in value to or, if no step is equal in value to, is next higher in value to his/her step in his/her former rank. However, if she/he moves to the step next higher in value under this clause, she/he shall not also get a step under Clause 30.02 for that academic year.

30.05 No employee shall have a salary of record less than the first step on the scale in his/her rank or, except as provided in clauses 30.06 and 12.17, greater than the last step on the scale for his/her rank.

30.06 Post-doctoral and pre-doctoral fellows shall not be placed on the salary scale and shall receive a salary as specified in the letter of appointment. The Employer shall provide the Union with the basis on which the salary was determined.

30.07 An anomalies fund of eight (8) step increments shall be created. An employee who

believes that his/her salary of record is low as compared to the salaries of record of other employees may apply to the Anomalies Committee for special increases to their salary of record which increase is to be taken from this fund. The Anomalies Committee is to be composed of two (2) persons appointed by the President, two (2) employees appointed by the Union, and a chair appointed jointly by the President of the Union and the President and will consider cases during 2008. After consulting with any department heads concerned, and after considering that this clause is intended to ensure that employees are paid fairly relative to other employees in their departments or in other departments, this Committee by majority vote may award such increases as in its opinion will place employees concerned as nearly as possible where they belong on the scale given their experience with the Employer and with other employers. The increases the Committee awards, if any, shall be granted effective January 1, 2009. All deliberations and decisions of the Committee are confidential except decisions to grant employees one or more of the said eight (8) steps, or decisions not to grant employees such steps. Should there be any remainder in the anomalies fund after the committee has done its work it shall be made available to the Research Committee to be awarded as a research grant or grants.

- 30.08 During the term of this collective agreement the Employer commits to review and discuss any material presented by MAFA on issues relating to a comparator formula with respect to salaries and salary scales.

### **Article 31 - Retirement**

#### **Retirement on or before the Normal Retirement Date**

- 31.01 The Normal Retirement Date for employees is the last day of the academic year in which they attain the age of sixty-five (65) years.
- 31.02 Employees shall provide at least twelve (12) months written notice to the Vice-President (Academic & Research) of their intention to retire on or before their Normal Retirement Date.

#### **Retirement after the Normal Retirement Date**

- 31.03 Effective June 30, 2008, employees may work beyond their Normal Retirement Date.
- 31.04 Employees shall provide at least twelve (12) months written notice to the Vice-President (Academic & Research) of their intention to continue to work beyond their Normal Retirement Date. For employees with a Normal Retirement Date of 30 June 2008, such notice shall be provided within ten (10) days of the signing of this Agreement.
- 31.05 Employees who continue to work beyond their Normal Retirement Date shall provide at least twelve (12) months written notice to the Vice-President (Academic & Research) of their intention to retire. The effective date of retirement shall normally be either December 31 or June 30.
- 31.06 Employees who continue to work beyond their Normal Retirement Date are required to perform all professional responsibilities as outlined in Article 12 and shall be evaluated in accordance with Article 14.

31.07 Employees who continue to work beyond their Normal Retirement Date shall be eligible to participate in the following benefit plans in accordance with the terms of each plan:

- i) Health Insurance Plan (excluding prescription drug coverage; out-of-country travel coverage until age 70);
- ii) Basic Dental Insurance Plan;
- iii) Major Dental Insurance Plan;
- iv) Accidental Death & Dismemberment Plan (until age 70);
- v) Basic Life Insurance Plan (no waiver of premium benefit);
- vi) Optional Life Insurance Plan (until age 70; no waiver of premium benefit);

31.08 Employees who continue to work beyond their Normal Retirement Date shall not be eligible to participate in the following benefit plans:

- i) Long Term Disability Insurance Plan

31.09 Required employee and Employer contributions will continue to be made to the pension plan until an employee's actual retirement date or such earlier date as may be required under applicable legislation.

#### Retirement compensation

31.10 If the Employer and an employee agree to discuss a retirement compensation package, the Union shall be notified and, if the employee so requests, the Union shall have the right to be a party in any such discussions. The Union will be informed of the terms of any compensation package which is agreed between the Employer and the employee.

#### Phased retirement appointment

- 31.11
- a) A tenured employee may elect to convert a full-time appointment to a Phased Retirement Appointment pursuant to this article.
  - b) Such an election must be made no later than October 15 to be effective the following July 1.
  - c) A Phased Retirement Appointment may begin as early as age sixty (60) or after twenty-five (25) years of service, whichever comes first. The maximum duration of a Phased Retirement Appointment shall be five (5) academic years.
  - d) An employee on a Phased Retirement Appointment shall receive one half of his/her salary of record, and shall have a workload equal to one-half the normal workload.
  - e) An employee on a Phased Retirement Appointment may apply to the Vice-President (Academic and Research) for permission to work full-time for half the academic year.
  - f) If an application is made pursuant to Paragraph e) of this clause, the Vice-President (Academic and Research) will consult with either 1) the Dean and through him/her with the head and faculty members of any department involved or 2) the University Librarian and through him/her with the librarians.
  - g) The consultations pursuant to Paragraph f) of this clause, shall concern the staffing needs of any departments involved or the library, and the effect such an arrangement would have on those needs.

- h) The Vice-President (Academic and Research) will discuss with the applicant the applicant's desire with respect to continued scholarly activities.
- i) An employee on a Phased Retirement Appointment remains in the bargaining unit, but is not entitled to apply for a sabbatical leave.
- j) An employee on a Phased Retirement Appointment is eligible for all benefits except those which require more than half-time employment and those precluded under clauses 31.07 and 31.08.

#### Post-Retirement Privileges

31.12 All retired employees may retain library privileges, an e-mail account, and a university mailing address.

### **Article 32 – Intellectual Property**

#### Intellectual Property

- 32.01 In the absence of a written agreement to the contrary, ownership of all types of intellectual property shall rest with the employee who creates it.
- 32.02 No employee shall be obliged by the Employer to engage in commercialization of his/her scholarly work.
- 32.03 The Employer shall not require an employee to enter into any agreement with a third party (including an agreement to administer funds) that alters or abridges, or has the effect of altering or abridging, the intellectual property rights of an employee under this agreement.

#### Right to Publish

- 32.04 No employee shall be required to engage in any research activity the findings of which are prohibited from being published or fully disclosed to the public. The term “full disclosure” shall be subject to the limitations imposed by the University’s Research Ethics Board.
- 32.05 No employee shall be required to enter into any research agreement or grant that allows the funders or other third party to infringe on employees’ freedom to publish the results of scholarly inquiry and research.

#### Right to Disclose Risks

- 32.06 Employees shall have an absolute right to disclose publicly information about risks to research participants or to the general public or threats to the public interest that become known in the course of their inquiry and research.

#### Copyright

- 32.07 Except as herein specified, the Employer shall have no interest in and shall make no claim to the copyright in any work produced or created by an employee.
- 32.08 Where a copyrighted work is produced by an employee with the use of the Employer’s funds or its support or technical personnel, the Employer may use such copyrighted work in its programmes or for internal administrative purposes. For the purposes of this

article the payment of salary to employees and the provision of a normal academic environment in which to work shall not be construed as use of the Employer's funds or use of its support or technical personnel.

- 32.09 The Employer may enter into a contract with an employee, the terms of which give the Employer sole ownership or part ownership in the copyright of any work. The Employer shall provide the Union with a copy of any such contract one (1) week prior to its execution.
- 32.10 The Employer shall not require an employee to waive his or her moral rights.
- 32.11 In the event that the Employer relinquishes its rights to any work, all intellectual property rights shall revert to the first owner. In the event that the first owner is deceased, the rights shall revert to the first owner's estate.
- 32.12 In the event that an original work is the creation of more than one employee, the provisions of this article apply jointly to all creators of the work.

### Patents

- 32.13 The Employer waives, disclaims and abandons any interest in or claim to any invention made by an employee without the use of the Employer's funds or its support or technical personnel.
- 32.14 The employee shall grant to the Employer a non-exclusive, royalty-free irrevocable, indivisible, and non-transferable right to use solely for the Employer's internal use and programmes any patented invention when such an invention has been invented with the use of the Employer's funds or its support or technical personnel.
- 32.15 For the purposes of this article the payment of salary to employees and the provision of a normal academic environment in which to work shall not be construed as use of the Employer's funds or use of its support or technical personnel.
- 32.16 Except as may be provided in a contract entered into pursuant to Clause 32.17, the Employer shall have no right to transfer or to commercialize any invention of an employee.
- 32.17 The Employer may enter into a contract with an employee, the terms of which give the Employer sole ownership or part ownership in an invention and any patent obtained for the invention. The Employer shall provide the Union with a copy of any such contract one (1) week prior to its execution.
- 32.18 In the event that the Employer relinquishes its rights to any work, all intellectual property rights shall revert to the first owner. In the event that the first owner is deceased, the rights shall revert to the first owner's estate.
- 32.19 In the event that an invention, improvement, design, or development is the creation of more than one employee, the provisions of this article apply jointly to all creators of the work.

### **Article 33 - Lay Off of Employees**

- 33.01 The parties recognize that if the purposes and objectives of the University as well as its public responsibilities are to be served in the future the Employer must remain financially healthy, and must have the ability to add to, delete from and change its courses of study.
- 33.02 The parties also recognize that if the purposes and objectives of the University are to be served the Employer must attract and retain the best possible employees, and that its ability to do so depends in part on the security of employment it can offer.

- 33.03 The parties further recognize that the principles expressed in clauses 33.01 and 33.02 may come into conflict and may require that employees be laid off.
- 33.04 Therefore, while they recognize that the layoff of employees may be necessary, the parties agree that such layoffs shall occur only as required by
- i) *bona fide* financial reasons, or
  - ii) *bona fide* academic reasons, or
  - iii) *bona fide* financial reasons and *bona fide* academic reasons,
- and further shall only occur after full debate and consideration, after full consideration of other options, and after notice has been given, all as provided in this article.
- 33.05 When the President considers that there are *bona fide* financial reasons, or *bona fide* academic reasons, or *bona fide* financial reasons and *bona fide* academic reasons which would justify laying off an employee she/he shall provide notice thereof to the Board, the Senate and the Union.
- 33.06 Within ten (10) days of the provision of this notice, the Union and the Employer shall each appoint two (2) persons, and the Senate shall appoint a chair, to a Committee which shall examine possible methods of avoiding the layoff of employees including, but not restricted to, leaves of absence, early retirements, transfers, retraining, and the liquidation of assets.
- 33.07 Within forty (40) days of the provision of the said notice, the committee formed as provided in Clause 33.06 shall report in writing to the Board, the Senate, the President and the Union.
- 33.08 If, following the receipt of this written report or following the expiration of the period of time specified in Clause 33.07, the President decides that the reasons set out in his/her notice under Clause 33.05 continue to exist for the layoff of employees, she/he shall so notify the Board, the Senate, and the Union.
- 33.09 Within ten (10) days of the notice given pursuant to Clause 33.08, a meeting of the Senate shall be convened to discuss the notice given by the President and the report, if any, received pursuant to Clause 33.07.
- 33.10 Within a further thirty (30) days the Senate shall make recommendations in writing to the President, a copy of which shall be sent to the Board and the Union.
- 33.11 If, following the receipt of these written recommendations or following the expiration of the period of time specified in Clause 33.10, the President decides that the reasons set out in his/her notice under Clause 33.05 continue to exist for the layoff of employees, she/he shall so notify the Board, the Senate and the Union.
- 33.12 Subject to Clause 33.13, the Board may then make such decisions as it deems to be in the best interest of the University.
- 33.13 The Board can not decide to lay off tenured employees for *bona fide* academic reasons alone unless it decides to eliminate a department and the Senate concurs in this latter decision.
- 33.14 Within ten (10) days of any decision to lay off employees under Clause 33.12, the Senate shall appoint three (3) persons and the Board three (3) persons who shall by majority vote within a further twenty (20) days decide the specific persons who shall be laid off unless the Senate recommended under Clause 33.10 that certain persons be laid off and the Board accepted that recommendation.
- 33.15 If following the expiration of the said twenty (20) day period the committee referred to in Clause 33.14 has not made the decision required thereunder, then the Board shall make the decision.
- 33.16 Subject to clauses 33.17 and 33.18, the following rules shall determine the specific persons to be laid off:

- i) teachers, and persons employed as professional librarians, who are not employees shall be laid off before employees;
  - ii) employees shall be laid off in the order of sessional appointees, term appointees, probationary employees and tenured employees; and
  - iii) within each group mentioned in ii) an employee with less continuous service in the department or library shall be laid off before an employee with more continuous service.
- 33.17 A person who would otherwise be laid off as determined by Clause 33.16 shall not be laid off, and another person shall be laid off, if the person who would otherwise remain is not able or qualified to perform the work required to be performed in the library or in the department concerned. The work required to be performed shall be determined by the Dean in consultation with the department affected or by the University Librarian in consultation with the Library Council.
- 33.18 No tenured employee shall be laid off without having received nine (9) months' notice. No other employee shall be laid off without having received six (6) months' notice. In either case, layoffs shall take effect on July 1st.
- 33.19 A tenured employee who is laid off shall receive for each year of continuous service one (1) month's salary, as termination pay, to a maximum of twelve (12) months' salary in the case of a layoff for *bona fide* financial reasons, or for *bona fide* financial reasons and *bona fide* academic reasons; and a maximum of eighteen (18) months' in the case of a layoff for *bona fide* academic reasons.
- 33.20 No new person shall be hired to teach or as a professional librarian until all tenured employees on layoff who have the required qualifications and abilities have been offered the position, provided however that if a tenured employee accepts a term appointment pursuant to this clause she/he shall automatically be on layoff at the end of the term unless she/he receives a further appointment pursuant to the terms of the Agreement.
- 33.21 If a tenured employee has been on layoff for more than three (3) years, Clause 33.20 shall not apply to him/her.
- 33.22 For the purposes of clauses 33.20 and 33.21 an employee who, in lieu of layoff, has been transferred to an administrative position, or is retraining, during a period of layoff shall be deemed to have been laid off.
- 33.23 An employee who has been transferred to another department when she/he otherwise would have been laid off shall have, subject to his/her having the necessary qualifications and abilities, the right of first refusal of each position which becomes available in his/her original department. For the purposes of this clause the library is a department.
- 33.24 This article does not apply to pre-doctoral and post-doctoral fellows. The Employer will consult with the Union before the layoff of a pre-doctoral or post-doctoral fellow. No pre-doctoral or post-doctoral fellow will be laid off without having received one (1) month's notice.

#### **Article 34 - Notice of Resignation**

- 34.01 Employees shall make every reasonable attempt to provide the Employer with at least six (6) months notice of resignation.
- 34.02 No faculty member shall resign effective after September 1 or before May 31 in any academic year without a *bona fide* reason.
- 34.03 No employee shall resign with an effective date after his/her full-time employment with another employer commences.

## **Article 35 - Discipline**

- 35.01 An employee may be disciplined only for just cause.
- 35.02 The only disciplinary measures that may be taken by the Employer are a letter of warning; a letter of reprimand; a suspension with pay; a suspension without pay; and a discharge. Any discipline imposed shall be commensurate with the seriousness of the conduct for which the discipline is being imposed taking into account all relevant matters. Any letters of discipline shall be placed in the Employee's Official File, but a) shall be removed temporarily whenever the file is being reviewed for the purposes of Tenure, Promotion, or Sabbatical Leaves, and b) shall be removed forty-eight (48) months after the most recent activity in relation to the discipline. Any correspondence relating to a disciplinary measure which the Employer sends to an employee shall be copied to the Union.
- 35.03 Letters of warning or reprimand must be clearly identified as being disciplinary measures.
- 35.04 In the event an employee grieves a discharge, and the grievance is referred to a board of arbitration, the following apply:
- i) Both parties shall expedite the hearing of the matter so that a decision will be rendered as quickly as possible. The arbitrators chosen must agree to hold a hearing within three (3) months of the discharge, or within such longer period as is agreeable to both parties, and to issue an award within one (1) month of the hearing, or within such longer period as is agreeable to both parties.
  - ii) The Employer agrees to pay the employee's salary and benefits until the award is rendered or for six (6) months, whichever period is shorter.
  - iii) Until the award is rendered by the arbitration board, the Employer agrees that the employee shall not thereby be disqualified from holding any research grants and she/he shall normally be permitted to use the library, laboratory, or studio facilities related to his/her research or creative activity.

## **Article 36 - Grievance and Arbitration**

### **Definition of Grievance**

- 36.01 A grievance shall be any dispute or difference arising out of the application, administration, interpretation or alleged violation of the provisions of the Agreement including any question as to whether a matter is arbitrable.

### **Types of Grievances**

- 36.02
- a) An Individual Grievance is a grievance initiated by a single employee.
  - b) A Union Grievance is a grievance initiated by the Union.
  - c) An Employer Grievance is a grievance initiated by the Employer.

### **Union Rights**

- 36.03 The Union shall be present at all steps of the grievance and arbitration procedure and shall represent individual grievors at all steps.

### Communications

36.04 A copy of all communications required by this article shall be sent to the Union in care of the chair of its Grievance Committee.

### Designated Grievance Officer

36.05 The Employer shall have a Designated Grievance Officer and shall inform the Union whenever a new Officer is appointed.

### Points of Access to Procedure

- 36.06 a) Individual grievances shall be initiated at step 1 of the grievance procedure with the exception of individual grievances which involve the application of discipline which shall be initiated at step 2.
- b) Any step or steps of the grievance procedure may be bypassed with the written agreement of the parties.

### Individual Grievances

- 36.07 a) Step 1
- i) A grievance shall be forwarded to the Dean or University Librarian within twenty-five (25) days of the date the events giving rise to the grievance occurred or within twenty-five (25) days of the date upon which the grievor knew or ought to have known of the events giving rise to the grievance.
  - ii) No later than ten (10) days following receipt of the grievance, the Dean or University Librarian shall meet with the Union representative, who may be accompanied by the grievor, and shall make every attempt to resolve the grievance. The Dean or University Librarian shall convey his/her disposition of the grievance to the grievor and the Union within five (5) days of the meeting.
- b) Step 2
- i) If the grievance is not resolved at step 1 or if the Dean or University Librarian fails to respond within fifteen (15) days of receipt of the grievance, the grievor may within a further ten (10) days submit his/her grievance to the Employer's Designated Grievance Officer.
  - ii) Grievances initiated at step 2 shall be so initiated within twenty-five (25) days of the date the events giving rise to the grievance occurred or within twenty-five (25) days of the date upon which the grievor knew or ought to have known of the events giving rise to the grievance, whichever is later.
  - iii) Within ten (10) days of receiving the grievance, the Employer's Designated Grievance Officer shall meet with the Union representative, who may be accompanied by the grievor, and shall make every attempt to resolve the grievance. Within ten (10) days of this meeting, the Employer's Designated Grievance Officer shall inform the grievor and the Union, in writing, of the disposition of the grievance.

### Union Grievance

36.08 The Union may grieve against the Employer by forwarding a grievance in writing to the President within twenty (20) days of the date the events giving rise to the grievance occurred or within twenty (20) days of the date upon which the Union knew or ought to have known of the events giving rise to the grievance. No later than ten (10) days following receipt of the grievance, the Employer's Designated Grievance Officer shall meet with the Union and shall make every attempt to resolve the grievance. The Employer's Designated Grievance Officer shall convey his/her reply to the grievance within five (5) days from the meeting.

### Employer Grievances

36.09 The Employer may grieve against the Union by forwarding a grievance in writing to the President of the Union within twenty (20) days of the date the events giving rise to the grievance occurred or within twenty (20) days of the date upon which the Employer knew or ought to have known of the events giving rise to the grievance. No later than ten (10) days following receipt of the grievance, the President of the Union or his/her designate shall meet with the Employer and shall make every attempt to resolve the grievance. The President of the Union or designate shall convey his/her reply to the grievance within five (5) days from the meeting.

### Arbitration

36.10 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure as set out above.

### Appointment of Arbitrators

36.11 If either the Employer or the Union wishes to refer a matter to arbitration, it shall, within ten (10) days of the date on which the grievor received or should have received the disposition to the grievance, give to the other party written notice of its intention to submit the matter to arbitration, at the same time naming its nominee to the Arbitration Board. The party receiving such notice shall within ten (10) days of the receipt of such notice advise the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall within five (5) days of the appointment of the latter of them attempt to agree on a third person as chair. If the recipient of the notice fails to appoint an arbitrator, or if the nominees cannot agree to a chair within a reasonable time, the appointment shall be made by the Minister of Labour upon the application of either nominee.

### The Hearing

36.12 The Arbitration Board may determine its own procedure, but shall give full opportunity to the parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision as soon as possible.

### The Decision

36.13 The decision of the majority shall be the decision of the Arbitration Board. When there is no majority decision, the decision of the chair shall be the decision of the Arbitration Board. The decision of the Arbitration Board shall be final and binding on both parties.

### Costs

36.14 Each party shall pay

- i) the fees and expenses of the arbitrator it appoints, and
- ii) one-half (½) of the fees and expenses of the chair.

### Duties and Powers of the Arbitration Board

36.15

- a) The Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.
- b) The Arbitration Board shall not have any power to add to, amend, or modify any of the provisions of the Agreement nor to substitute any new provisions for any existing provisions nor to give any decision in conflict with the terms and provisions of the Agreement.
- c) Where the Arbitration Board determines that there exists just cause for discipline the Arbitration Board may substitute any other penalty that, to the Arbitration Board, seems just and reasonable.
- d) Without limiting in any way the operation of other appropriate provisions of this article, the Arbitration Board shall have the power to award compensation, but only to the extent of monetary loss actually suffered by an employee, the Union or the Employer.
- e) The Arbitration Board shall have the duty and the power to adjudicate all matters in dispute, including questions of the arbitrability of an issue.

### Single Arbitrator

36.16 The parties may agree to use a single arbitrator.

## **Article 37 - Strikes and Lockouts**

37.01 There shall be no strike as defined in the *Industrial Relations Act* and no lockout as defined in the *Industrial Relations Act* as long as the Agreement continues to operate.

## **Article 38 - Interpretation**

38.01 Whenever the singular is used in the Agreement, it shall be considered as if the plural has been used, and *vice versa*, if this is required in the context.

38.02 Whenever the masculine is used in the Agreement, it shall be considered as if the feminine has been used, and *vice versa*, if this is required in the context.

38.03 Except in part (i) of paragraphs 17.01 (a) and (b) and 23.02 (a) and (b), whenever the Agreement refers to an office or office holder and no such office exists or no person occupies such office, then it shall be considered as if the Agreement refers to another office holder to be named by the appropriate party.

- 38.04 Notwithstanding any other provision of the Agreement, if the Agreement provides for an election in which employees vote, then employees on leave of absence or sabbatical leave shall not be considered to be employees for that purpose and shall not vote.
- 38.05 Notwithstanding any other provisions of the Agreement, persons who would be employees except that they are members of the Board of Regents shall be treated as if they are faculty members or librarians, as the case may be, for the purposes of the provisions of the Agreement concerning professional responsibilities, evaluations, appointments, tenure, promotion, department heads, sabbatical leaves, leaves of absence, employment related expenses and research grants, and layoffs, except that they shall not be eligible to sit as employees on any committee established under those provisions.

### **Article 39 - Mutually Agreed Changes**

- 39.01 Any mutually agreed changes to the Agreement shall be made in writing and shall form part of the Agreement.

### **Article 40 – Termination**

- 40.01 This Agreement shall be in effect for a term beginning on the day the Agreement is signed and, ending on June 30, 2010.
- 40.02 Either party may request the negotiation of a new collective agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date of the Agreement or any renewal thereof. The parties may mutually agree to commence the negotiation of a new collective agreement not more than one hundred and eighty (180) calendar days prior to the expiration date of the Agreement or any renewal thereof.
- 40.03 Where no notice is given as provided in Clause 40.02 the Agreement shall automatically be renewed for a term of one (1) year.
- 40.04 Where notice is given as provided in Clause 40.02 the Agreement shall continue in force until a new agreement is signed, or the right to strike or lock out accrues under the *Industrial Relations Act*, or one (1) year has passed, whichever first occurs.

SIGNED at Sackville, in the County of Westmorland and Province of New Brunswick, this \_\_\_ day of February, 2008.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
Lynn Loewen, Chair  
Board of Regents

\_\_\_\_\_  
Paul Berry  
President

\_\_\_\_\_  
Robert Campbell, President

\_\_\_\_\_  
Deborah Wills  
Chief Negotiator

\_\_\_\_\_  
Stephen McClatchie, Chief Negotiator  
Vice-President (Academic & Research)

\_\_\_\_\_  
Ian Crutchley

\_\_\_\_\_  
Hans vanderLeest  
Dean of Arts

\_\_\_\_\_  
Stephen Law

\_\_\_\_\_  
Ron Sutherland  
Director of Human Resources

\_\_\_\_\_  
Geoff Martin

\_\_\_\_\_  
Elaine Naylor

\_\_\_\_\_  
Robert Rosebrugh

**SCHEDULE 07F: Faculty Salary Scales 2007-2008**

<b>Lecturer</b>		<b>Assistant</b>		<b>Associate</b>		<b>Professor</b>	
1	46,179						
2	48,409						
3	50,640						
4	52,870						
5	55,101						
6	57,332	1	57,332				
7	59,810	2	59,810				
8	62,289	3	62,289				
9	64,767	4	64,767				
10	67,246	5	67,246				
		6	69,724	1	69,724		
		7	72,203	2	72,203		
		8	74,681	3	74,681		
		9	77,160	4	77,160		
		10	79,638	5	79,638		
		11	82,117	6	82,117		
		12	84,595	7	84,595		
		13	87,074	8	87,074		
		14	89,552	9	89,552	1	89,552
				10	92,031	2	92,031
				11	94,509	3	94,509
				12	96,988	4	96,988
				13	99,466	5	99,466
				14	101,945	6	101,945
				15	104,423	7	104,423
				16	106,902	8	106,902
				17	109,380	9	109,380
						10	111,859
						11	114,337
						12	116,816
						13	119,294
						14	121,773

**SCHEDULE 08F: Faculty Salary Scales 2008-2009**

<b>Lecturer</b>		<b>Assistant</b>		<b>Associate</b>		<b>Professor</b>	
1	48,026						
2	50,346						
3	52,665						
4	54,985						
5	57,305						
6	59,625	1	59,625				
7	62,203	2	62,203				
8	64,780	3	64,780				
9	67,358	4	67,358				
10	69,936	5	69,936				
		6	72,513	1	72,513		
		7	75,091	2	75,091		
		8	77,669	3	77,669		
		9	80,246	4	80,246		
		10	82,824	5	82,824		
		11	85,401	6	85,401		
		12	87,979	7	87,979		
		13	90,557	8	90,557		
		14	93,134	9	93,134	1	93,134
				10	95,712	2	95,712
				11	98,290	3	98,290
				12	100,867	4	100,867
				13	103,445	5	103,445
				14	106,023	6	106,023
				15	108,600	7	108,600
				16	111,178	8	111,178
				17	113,755	9	113,755
						10	116,333
						11	118,911
						12	121,488
						13	124,066
						14	126,644

**SCHEDULE 09F: Faculty Salary Scales 2009-2010**

<b>Lecturer</b>		<b>Assistant</b>		<b>Associate</b>		<b>Professor</b>	
1	49,466						
2	51,856						
3	54,245						
4	56,635						
5	59,024						
6	61,414	1	61,414				
7	64,069	2	64,069				
8	66,724	3	66,724				
9	69,379	4	69,379				
10	72,034	5	72,034				
		6	74,689	1	74,689		
		7	77,344	2	77,344		
		8	79,999	3	79,999		
		9	82,654	4	82,654		
		10	85,308	5	85,308		
		11	87,963	6	87,963		
		12	90,618	7	90,618		
		13	93,273	8	93,273		
		14	95,928	9	95,928	1	95,928
				10	98,583	2	98,583
				11	101,238	3	101,238
				12	103,893	4	103,893
				13	106,548	5	106,548
				14	109,203	6	109,203
				15	111,858	7	111,858
				16	114,513	8	114,513
				17	117,168	9	117,168
						10	119,823
						11	122,478
						12	125,133
						13	127,788
						14	130,443

**SCHEDULE 07L: Librarian Salary Scales 2007-2008**

	<b>General Lib.</b>	<b>Asst. Lib</b>	<b>Assoc. Lib</b>	<b>Librarian</b>	
1	46,179				
2	48,409				
3	50,640				
4	52,870				
5	55,101				
6	57,332	1	57,332		
7	59,810	2	59,810		
		3	62,289		
		4	64,767		
		5	67,246		
		6	69,724		
		7	72,203		
		8	74,681		
			1	72,203	
			2	74,681	
			3	77,160	
			4	79,638	
			5	82,117	
			6	84,595	
			7	87,074	
			8	89,552	
			9	92,031	
			10	94,509	
			11	96,988	
				1	89,552
				2	92,031
				3	94,509
				4	96,988
				5	99,466
				6	101,945
				7	104,423
				8	106,902
				9	109,380
				10	111,859

**SCHEDULE 08L: Librarian Salary Scales 2008-2009**

	<b>General Lib.</b>	<b>Asst. Lib</b>	<b>Assoc. Lib</b>	<b>Librarian</b>	
1	48,026				
2	50,346				
3	52,665				
4	54,985				
5	57,305				
6	59,625	1	59,625		
7	62,203	2	62,203		
		3	64,780		
		4	67,358		
		5	69,936		
		6	72,513		
		7	75,091		
		8	77,669		
			1	75,091	
			2	77,669	
			3	80,246	
			4	82,824	
			5	85,401	
			6	87,979	
			7	90,557	
			8	93,134	
			9	95,712	
			10	98,290	
			11	100,867	
				1	93,134
				2	95,712
				3	98,290
				4	100,867
				5	103,445
				6	106,023
				7	108,600
				8	111,178
				9	113,755
				10	116,333

**SCHEDULE 09L: Librarian Salary Scales 2009-2010**

	<b>General Lib.</b>	<b>Asst. Lib</b>	<b>Assoc. Lib</b>	<b>Librarian</b>
1	49,466			
2	51,856			
3	54,245			
4	56,635			
5	59,024			
6	61,414	1	61,414	
7	64,069	2	64,069	
		3	66,724	
		4	69,379	
		5	72,034	
		6	74,689	
		7	77,344	1
		8	79,999	2
			3	82,654
			4	85,308
			5	87,963
			6	90,618
			7	93,273
			8	95,928
			9	98,583
			10	101,238
			11	103,893
				3
				4
				5
				6
				7
				8
				9
				10
				1
				2
				3
				4
				5
				6
				7
				8
				9
				10

MEMORANDUM OF AGREEMENT

Special Research Allocation

After the collective agreement is signed, the Employer shall allocate an additional sum of \$1000 to the Professional Development Reimbursement account of each current employee. The allocation shall be administered in accordance with clauses 29.06 and 29.08 and must be claimed by June 30, 2009. The employee may take the full allocation in cash by submitting a written request to the Human Resources Department by February 28, 2008.

Committee on Day Care

A joint Union-Employer committee shall be established to investigate and recommend measures to improve child care for the children of Employees. Each party shall name two (2) members to the committee. The committee shall consider both child-care facilities overseen by the University and alternative care models, including subsidized child-care spaces. The committee shall conclude and submit its report to the Employer and the Union by March 31, 2009.

Agreed:

\_\_\_\_\_

Employer

\_\_\_\_\_

Date

\_\_\_\_\_

MAFA

\_\_\_\_\_

Date