

TABLE OF CONTENTS

Article 1	FRAMEWORK AND IMPLEMENTATION	Page 1
	PREAMBLE	Page 1
	DEFINITIONS	Page 1
	RECOGNITION OF THE FACULTY ASSOCIATION	Page 3
	DEDUCTION OF ASSOCIATION DUES	Page 3
	APPOINTMENT, PROMOTION, TENURE AND ENTRY OF EXCLUDED ACADEMIC STAFF MEMBERS	Page 3
	MANAGEMENT RIGHTS	Page 4
	COLLEGIAL RIGHTS OF MEMBERS	Page 4
	OFFICE SPACE AND UNIVERSITY SERVICES FOR THE ASSOCIATION	Page 4
	RELEASE TIME FOR, AND RECOGNITION OF, ASSOCIATION SERVICE	Page 4
	JOINT ASSOCIATION/UNIVERSITY RELATIONS COMMITTEES	Page 5
	CORRESPONDENCE AND INFORMATION	Page 5
	COPIES OF THE COLLECTIVE AGREEMENT	Page 7
	TRANSITION TO THE COLLECTIVE AGREEMENT	Page 7
	DURATION OF COLLECTIVE AGREEMENT	Page 8
	NO STRIKE OR LOCKOUT	Page 8
	CONFLICT OF INTEREST	Page 8
	PERSONAL FILES	Page 9
	CONTENTS OF THE FILE	Page 9
	ACCESS TO THE FILE	Page 11
Article 2	ACADEMIC FREEDOM AND NON-DISCRIMINATION	Page 13
	ACADEMIC RIGHTS AND FREEDOMS	Page 13
	NON-DISCRIMINATION	Page 13
Article 3	DUTIES AND RESPONSIBILITIES OF FACULTY MEMBERS	Page 15
	WORKLOAD OF FACULTY MEMBERS	Page 17
	VARIATIONS FROM THE TEACHING NORM	Page 18
Article 4	DUTIES AND RESPONSIBILITIES OF LIBRARIANS	Page 25
	SUPPORT FOR RESEARCH AND PROFESSIONAL DEVELOPMENT	Page 26
Article 5	REDUCTION IN DUTIES AND RESPONSIBILITIES	Page 28
Article 6	RESEARCH APPOINTMENTS	Page 29

Article 7	
APPOINTMENT OF FACULTY MEMBERS	Page 30
INITIATING APPOINTMENTS	Page 30
FORMATION OF SEARCH COMMITTEES	Page 30
SEARCH PROCEDURES	Page 32
APPOINTMENT CRITERIA	Page 33
RECOMMENDATION OF THE ADMINISTRATIVE HEAD	Page 33
NOTIFICATION OF APPOINTMENT	Page 34

Article 8	
PROCEDURES FOR THE FORMATION OF PROMOTION AND TENURE COMMITTEES FOR FACULTY MEMBERS	Page 35

Article 9	
THE ASSESSMENT FILE FOR RENEWAL OF APPOINTMENT, TENURE AND PROMOTION FOR FACULTY MEMBERS	Page 37

Article 10	
PROCEDURES FOR PROMOTION AND TENURE OF FACULTY MEMBERS	Page 39

Article 11	
PROBATIONARY APPOINTMENT AND TENURE FOR FACULTY MEMBERS	Page 41
PROBATIONARY APPOINTMENTS	Page 41
EXTENSION OF PROBATIONARY APPOINTMENT	Page 41
CONSIDERATION FOR TENURE	Page 42
PART-TIME PROBATIONARY APPOINTMENTS	Page 43
INFORMING THE COMMITTEE AND THE CANDIDATE	Page 43
CRITERIA FOR TENURE	Page 44

Article 12	
PROCEDURES AND CRITERIA FOR PROMOTION OF FACULTY MEMBERS	Page 46
GENERAL PROCEDURES	Page 46
PROCEDURES FOR OBTAINING EXTERNAL APPRAISALS OF CANDIDATES FOR PROMOTION TO THE RANK OF PROFESSOR	Page 46
CRITERIA FOR PROMOTION	Page 47
PROMOTION TO THE RANK OF ASSISTANT PROFESSOR	Page 48
PROMOTION TO THE RANK OF ASSOCIATE PROFESSOR	Page 48
PROMOTION TO THE RANK OF PROFESSOR	Page 49

Article 13	
APPOINTMENT OF LIBRARIANS	Page 51
INITIATING APPOINTMENTS	Page 51
FORMATION OF SEARCH COMMITTEES	Page 51
SEARCH PROCEDURES	Page 52
APPOINTMENT CRITERIA	Page 54
RECOMMENDATION OF THE ADMINISTRATIVE HEAD	Page 54
NOTIFICATION OF APPOINTMENT	Page 55

Article 14

PROCEDURES FOR THE FORMATION OF PROMOTION AND TENURE COMMITTEES FOR LIBRARIANS	Page 56
Article 15	
THE ASSESSMENT FILE FOR RENEWAL OF APPOINTMENT, TENURE AND PROMOTION OF LIBRARIANS	Page 58
Article 16	
PROCEDURES FOR PROMOTION AND TENURE COMMITTEES FOR LIBRARIANS	Page 60
Article 17	
PROBATIONARY APPOINTMENT AND TENURE FOR LIBRARIANS	Page 63
PROBATIONARY APPOINTMENTS	Page 63
EXTENSION OF PROBATIONARY APPOINTMENT AND GRANTING TENURE	Page 64
PART-TIME PROBATIONARY APPOINTMENTS	Page 65
INFORMING THE COMMITTEE AND THE CANDIDATE	Page 65
CRITERIA FOR TENURE	Page 65
Article 18	
PROCEDURES AND CRITERIA FOR PROMOTION OF LIBRARIANS	Page 67
GENERAL PROCEDURES	Page 67
CRITERIA FOR PROMOTION	Page 67
PROMOTION TO THE RANK OF LIBRARIAN II	Page 68
PROMOTION TO THE RANK OF LIBRARIAN III	Page 69
PROMOTION TO THE RANK OF LIBRARIAN IV	Page 69
Article 19	
DISCIPLINARY MEASURES	Page 71
INTRODUCTION	Page 71
SUSPENSION WITHOUT PAY	Page 72
DISMISSAL FOR CAUSE, PART A	Page 73
DISMISSAL FOR CAUSE, PART B	Page 73
DISCIPLINARY RELIEF FROM DUTIES	Page 74
CRIMINAL CHARGES AND CONVICTION	Page 74
SEXUAL HARASSMENT	Page 75
GROSS MISCONDUCT IN ACADEMIC RESEARCH	Page 75
Article 20	
COMPLAINTS, GRIEVANCE AND ARBITRATION	Page 78
COMPLAINTS AND GRIEVANCE PROCEDURE	Page 78
ARBITRATION	Page 79
SOLE ARBITRATOR	Page 80
Article 21	
OUTSIDE PROFESSIONAL ACTIVITIES	Page 81
Article 22	
LEAVES	Page 82

VACATIONS	Page 82
UNIVERSITY HOLIDAYS.....	Page 83
SABBATICAL LEAVE.....	Page 84
ASSISTED EDUCATIONAL LEAVE	Page 86
OTHER LEAVE WITH PAY	Page 87
LEAVE IN SPECIAL CIRCUMSTANCES	Page 87
SICK LEAVE.....	Page 87
SPECIAL ASSIGNMENT OF DUTIES AND RESPONSIBILITIES IN RELATION TO PARENTAL RESPONSIBILITIES	Page 87
COMPASSIONATE LEAVE.....	Page 88
LEAVE FOR COURT APPEARANCE	Page 88
POLITICAL LEAVE.....	Page 88
SPECIAL LEAVE WITHOUT PAY	Page 89
GENERAL BENEFITS WHILE ON LEAVE	Page 90
Article 23	
TERM APPOINTMENTS, AND JOINT AND CROSS APPOINTMENTS	Page 91
TERM APPOINTMENTS.....	Page 91
JOINT APPOINTMENTS AND CROSS APPOINTMENTS.....	Page 92
Article 24	
COUNSELLING FACULTY MEMBERS	Page 94
Article 25	
RESIGNATION, RETIREMENT, TRANSFER AND LAYOFF	Page 95
RESIGNATION.....	Page 95
RETIREMENT	Page 95
TRANSFER.....	Page 96
LAYOFF OF ACADEMIC STAFF MEMBERS	Page 97
LAYOFF OF ACADEMIC STAFF MEMBERS FOR REASONS OF FINANCIAL EXIGENCY	Page 97
RECALL	Page 101
LAYOFF OF ACADEMIC STAFF MEMBERS FOR REASONS OF ACADEMIC PROGRAMME REDUNDANCY	Page 101
Article 26	
MISCELLANEOUS WORKING CONDITIONS.....	Page 104
TRAVEL FUNDS.....	Page 104
HEALTH, SAFETY AND SECURITY	Page 104
INSURANCE	Page 104
OFFICE, TEACHING AND RESEARCH SPACE	Page 104
SUPPORT SERVICES	Page 105
PARKING	Page 105
RECORDING OF LECTURES	Page 105
CHILDCARE	Page 106
PAYMENT OF PORTION OF SALARY AS RESEARCH GRANT	Page 106
STORMS.....	Page 106
STRIKES AND LOCKOUTS	Page 106
Article 27	

PATENTS AND COPYRIGHTS	Page 107
PREAMBLE	Page 107
PATENTS	Page 107
COPYRIGHTS	Page 109

Article 28

ACADEMIC STAFF MEMBERS WITH DELEGATED ADMINISTRATIVE RESPONSIBILITIES	Page 111
APPOINTMENT AND DUTIES OF FIRST-YEAR COORDINATORS AT THE ST. JOHN'S CAMPUS	Page 111
APPOINTMENT AND DUTIES OF COORDINATORS AT GRENFELL COLLEGE	Page 112
LIBRARIANS APPOINTED TO ADMINISTRATIVE POSITIONS IN THE LIBRARY	Page 112
APPOINTMENT OF DEPUTY HEADS AND ASSOCIATE AND ASSISTANT DIRECTORS	Page 113

Article 29

EMPLOYMENT EQUITY	Page 115
PREAMBLE	Page 115
EQUITY IN THE APPOINTMENT OF TARGETED GROUPS	Page 115
JOINT ASSOCIATION/UNIVERSITY EMPLOYMENT EQUITY COMMITTEE	Page 115
UNIVERSITY EMPLOYMENT EQUITY OFFICER	Page 116

Article 30

SALARIES AND BENEFITS	Page 118
GENERAL CONSIDERATIONS	Page 122
PAYMENT FOR EXTRA DUTIES	Page 123
BENEFITS	Page 124

COLLECTIVE AGREEMENT

between

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

and

MEMORIAL UNIVERSITY OF NEWFOUNDLAND
FACULTY ASSOCIATION

February 26, 1996 - August 31, 1999

Article 1

FRAMEWORK AND IMPLEMENTATION

PREAMBLE

1.01 The Parties recognize that the main purposes of the University are: the pursuit of truth and the advancement of knowledge; the development and maintenance of the highest standards of academic excellence in teaching and research; and the dissemination and application of knowledge.

1.02 The objectives of this Collective Agreement are to promote and maintain well-defined and harmonious relationships between the Parties by adhering to principles which are consistent with the overall purposes of the University, and to provide fair means acceptable to the Parties for settling differences which may arise between them from time to time.

DEFINITIONS

1.03 For the purposes of this Collective Agreement:

- (a) "Academic Staff Member" shall mean an Academic Employee included in the bargaining unit as defined by the Certification Order issued on March 24, 1988, by the Newfoundland Labour Relations Board attached as Appendix A, as may be amended, or as modified by this Collective Agreement.
- (b) "Academic Unit" shall mean an Academic Department (other than a College Department), research unit, School, non-departmentalized Faculty, Grenfell College, the Counselling Centre, or the

University Library, to which one or more Academic Staff Members have their primary or sole appointment.

- (c) "Academic Year" runs from September 1 to August 31.
- (d) "Act" shall mean *An Act Respecting The Memorial University of Newfoundland*, c. M-7, R.S.N. 1990, as amended.
- (e) "Administrative Head" shall mean the head of an Academic Department or the Dean or Director of an Academic Unit. In the case of a joint appointment, this shall be the unit with primary responsibility as defined in Clause 23.18. For Faculty Members at Grenfell College who are in departments which have a Department Head at the College, the Administrative Head shall be the Department Head. For Faculty Members at Grenfell College who are in College Departments, the Administrative Head shall be the Principal. For Counselling Faculty Members in St. John's, the Administrative Head shall be the Director of Counselling. For Librarians, the Administrative Head shall be the University Librarian.
- (f) "Association" shall mean the Memorial University of Newfoundland Faculty Association (MUNFA).
- (g) "Basic Annual Salary" shall be the annual salary as determined in Article 30. It shall not include payment for extra duties nor stipends for administrative duties.

- (h) "Board" shall mean the Board of Regents of the University.
- (i) "College Department" shall mean an academic sub-unit of the College to which one or more Academic Staff Members have their primary or sole appointment and which does not have a Department Head at the College.
- (j) "Counselling Faculty Member" shall be an Academic Staff Member whose primary appointment and functions are in the Counselling Centre or in the case of the Sir Wilfred Grenfell College who is specifically appointed as a Counsellor and who also holds the rank of Lecturer, Assistant Professor, Associate Professor, or Professor.
- (k) "Course" shall be a unit of academic instruction for credit or designated "foundation" normally taught for three or more hours a week over a thirteen-week semester, or an equivalent period for a session, preceded by registration and advising of students and followed by an examination period. Courses may be taught by various methods including, but not limited to, lectures, laboratories, correspondence, teleconferencing, and educational television.
- (l) "Day" shall mean a weekday when the University is open for the transaction of administrative business, unless otherwise stipulated in this Collective Agreement.
- (m) "Faculty Member" shall be an Academic Staff Member appointed to the rank of Lecturer, Assistant Professor, Assistant Professor (Research), Associate Professor, Associate Professor (Research), Professor or Professor (Research).
- (n) "Formal Consultation" shall mean a process whereby Academic Staff Members are invited by their Administrative Head to submit a written opinion. Such invitation shall be made in writing and shall provide a reasonable amount of time for response. The responses shall be signed, and may be submitted by individuals or groups. The Administrative Head shall provide a written summary of the advice received, noting the number of signatories to the responses, together with his or her recommendation or decision to all Academic Staff Members who were invited to submit a written opinion. Academic Staff Members not resident in the St. John's or Corner Brook areas may participate in this process but there shall be no requirement that the University contact such Academic Staff Members.
- (o) "Grenfell College" or "the College" shall be the Sir Wilfred Grenfell College at Corner Brook.

- (p) "Librarian" shall mean an Academic Staff Member appointed to the rank of Librarian I, Librarian II, Librarian III, or Librarian IV.
- (q) "Parties" shall mean parties to this Collective Agreement: the Memorial University of Newfoundland and the Memorial University of Newfoundland Faculty Association.
- (r) "President" shall mean the President of the University or any officer of the University authorized to act in his or her absence or with his or her approval.
- (s) "President of the Association" shall mean the President of MUNFA or any person authorized to act on his or her behalf.
- (t) "Report" of a committee shall consist of the written recommendations of the majority of the members of the committee and any additional dissenting recommendations of other members of the committee, together with written statements of the reasons for each recommendation.
- (u) "Shall" means that the action is mandatory.
- (v) "University" shall mean the Memorial University of Newfoundland as defined in the Act.
- (w) "University Librarian" shall mean the University officer responsible for the administration of the University Library.

- (x) When a word in the singular number or either gender is used in this Collective Agreement, it shall be construed as if the plural number or the other gender has been used and vice-versa where the context requires.

RECOGNITION OF THE FACULTY ASSOCIATION

1.04 The University recognizes the Association as the exclusive bargaining agent for all Academic Staff Members included in the bargaining unit as defined by the Certification Order issued on March 24, 1988, by the Newfoundland Labour Relations Board attached as Appendix A, as may be amended, or as modified by this Collective Agreement.

1.05 No person shall be required to join the Association as a condition of employment.

DEDUCTION OF ASSOCIATION DUES

1.06 The University agrees to deduct on a biweekly basis the dues or assessments of the Association from the salary of each Academic Staff Member.

1.07 The Association shall advise the Director of Faculty Relations in writing of the amount or rate of its biweekly dues or assessments. The University shall remit to the Association the amounts deducted within one (1) week following each biweekly pay day.

APPOINTMENT, PROMOTION, TENURE AND ENTRY OF EXCLUDED ACADEMIC STAFF MEMBERS

1.08 An Academic Staff Member who is excluded from the bargaining unit as described

under Clause 1.04, by virtue of holding an administrative appointment and who would otherwise fall within the scope of the bargaining unit shall, at the termination of that appointment, automatically become a member of the bargaining unit with all the rights and privileges attendant thereto as if he or she had been a member continuously throughout the duration of such an appointment.

- 1.09 The appointment, review, promotion and tenure of persons to or in excluded positions shall be in accordance with the Policies and Procedures of the University governing the appointment, review, promotion and tenure of academic administrators.

MANAGEMENT RIGHTS

- 1.10 The Association recognizes that all rights, powers and authority which are not specifically abridged, delegated, or modified by this Collective Agreement are vested in the University. The University shall exercise such rights, powers and authority in a fair, equitable and reasonable manner.

COLLEGIAL RIGHTS OF MEMBERS

- 1.11 The University recognizes the right, privilege, and responsibility of Academic Staff Members to participate in collegial processes of the University as set out in Senate regulations, guidelines, policies and decisions, and as specified by this Collective Agreement.
- 1.12 When the Promotion and Tenure Committee is late when making recommendations to the Administrative Head, the time deadlines specified in this

Collective Agreement for the actions of the Administrative Head and all other academic administrators shall be extended for this case by the amount of time by which the committee's recommendations were late. If such an extension exceeds ten (10) days, the Joint Association/University Relations Committee shall meet to agree upon revised appropriate procedures and a schedule.

OFFICE SPACE AND UNIVERSITY SERVICES FOR THE ASSOCIATION

- 1.13 The University shall continue to provide the Association with its present space or equivalent University space at no cost to the Association.
- 1.14 The University shall provide the Association, without charge, with office space at the Sir Wilfred Grenfell College.
- 1.15 Use of specified University facilities shall be available to the Association for Association business; mail and telephone shall be provided on a cost recovery basis; duplicating, computing services, meeting rooms, and other services or facilities on each campus shall be on the same basis and charged at the same rates as are applicable to Academic Departments. The internal mail service shall be provided to the Association on the same basis as it is provided to Academic Departments.

RELEASE TIME FOR, AND RECOGNITION OF, ASSOCIATION SERVICE

- 1.16 The President of the Association and no more than one other officer of the Association, upon request by the Association, shall each receive a reduction of one half in his or her annual teaching load or, with his or her consent, an equivalent reduction in non-teaching duties. The Association shall inform

the Vice-President (Academic) of the names of these individuals at least three (3) months before the date on which the reduction of duties will begin.

- 1.17 The Association may purchase release time for additional officers at the per course stipend subject to the exigencies of the University, providing the request to purchase is submitted to the Vice-President (Academic) at least three (3) months before the date on which the release time is to begin.
- 1.18 Members of the Association Negotiating Committee, provided it is kept to a reasonable number, shall be granted time off without loss of pay for the time they are involved in actual negotiating sessions.
- 1.19 An Academic Staff Member's service to the Association shall be deemed academic service as set out in the appropriate articles in this Collective Agreement.

JOINT ASSOCIATION/UNIVERSITY RELATIONS COMMITTEES

- 1.20 There shall be a Joint Association/University Relations Committee consisting of not more than three (3) representatives of the Association and three (3) representatives of the University.
- 1.21 The Association's representatives shall be members of the bargaining unit appointed by the Association, and the University's representatives shall be appointed by the President from within the University. No lawyer shall serve on this Committee except by mutual consent of the Parties.
- 1.22 The Committee shall have Co-Chairpersons

appointed by the respective Parties. Each Co-Chairperson will alternately be responsible for convening and chairing meetings of the Committee.

- 1.23 The Committee shall meet whenever the need arises, but in any event, at least every two (2) months.
- 1.24 The purpose of the Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of a grievance or negotiation.
- 1.25 A similar Committee composed of two (2) representatives each of the University and the Association shall be set up at the Sir Wilfred Grenfell College.
- 1.26 The Association shall name persons to fill at least 33 1/3 percent of the positions on the University Pensions Committee and the Employee Benefits Committee.
- 1.27 The Association shall have the right at any time to call on the assistance of representatives of the CAUT or any other counsel it deems advisable. Such representatives or counsel shall have normal access to the University premises to consult Academic Staff Members.

CORRESPONDENCE AND INFORMATION

- 1.28 Correspondence between the Association and the University arising out of this Collective Agreement or incidental thereto shall pass between the President of the Association and the President of the University.
- 1.29 The University shall provide the

Association with the following:

(a) On March 1, August 1 and November 1 of each year, a list of names in printed and computer-readable forms of all academic administrators holding academic rank, together with the following information for each:

1. Employee identification number
2. Department
3. Department code number
4. Job class (rank and administrative position)
5. Job class code number
6. Pay group number, indicating bargaining unit status
7. Employment status code
8. Regular or contractual status code
9. Current hire date
10. Date current administrative job began
11. Date current administrative job ends
12. Date received tenure
13. Date of promotion to current rank
14. Sex

(b) On a biweekly basis, a list of names in printed and computer-readable forms of all persons in the MUNFA bargaining unit, together with the following information for each:

1. Employee identification number
2. Department
3. Department code number
4. Job class (rank and administrative role)
5. Job class code number

6. Pay group number, indicating bargaining unit status
7. Employment status code
8. Regular or contractual status code
9. Current hire date
10. Original hire date
11. Tenure status
12. Date received tenure
13. Date of promotion to current rank
14. Date of birth
15. Sex
16. Basic Annual Salary
17. Leave status code
18. Leave starting date
19. Leave return date
20. Biweekly MUNFA dues deducted
21. MUNFA dues deducted for year to date
22. Separation code
23. Separation date.

(c) In addition to the items provided under Clause 1.29 (b), the following will be provided biweekly on the same basis starting within six (6) months of the signing of this Collective Agreement:

1. Years of service as an Academic Staff Member at the University
2. Years of prior academic employment
3. Years of prior relevant employment
4. Rank code
5. Degree code.

(d) At least once each semester, no later than the end of the fourth week of lectures, a list in printed and computer readable forms of all

persons with teaching term appointments who are not in the bargaining unit, including the following information:

1. Name of appointee
 2. Academic Unit and course number for each course assigned
 3. Laboratory or other non-lecture responsibilities, if any, for each current assignment
 4. Starting date of each current assignment
 5. End date of each current assignment
 6. Total courses or full-course equivalents assigned for the current semester.
- (e) Minutes of the University Pensions Committee and the Employee Benefits Committee and audited and other reports concerning the pension and benefit plans.

COPIES OF THE COLLECTIVE AGREEMENT

- 1.30 The University shall provide for the printing of this Collective Agreement and shall pay all costs associated with:
- (a) Four (4) official copies of the Collective Agreement, to be signed by the signing officers of the University and the Association (two (2) copies for each Party);
 - (b) Sending a copy of the Collective Agreement to each Academic Staff Member;
 - (c) One hundred (100) extra copies for Association use.

1.31 The University shall supply the Association with additional copies as the Association requires them, with the Association reimbursing the University for marginal costs incurred in printing the extra copies.

1.32 The University shall supply the Association with a computer disk containing the complete text of this Collective Agreement.

1.33 The Association shall arrange for copyright clearance and pay all costs associated with copyright for the "CAUT Teaching Dossier" which appears as Appendix B of this Collective Agreement.

TRANSITION TO THE COLLECTIVE AGREEMENT

1.34 All evaluations for the renewal of probationary appointments and the granting of tenure or promotion in process on the date that this Collective Agreement comes into force, shall be continued and concluded according to the procedures, practices and criteria prevailing before that date. Any grievance arising out of such evaluations shall be dealt with in accordance with the appropriate Clauses of the Collective Agreement of December 17, 1992 - March 31, 1995.

1.35 If a vacancy for a position covered by this Collective Agreement has been advertised as of the date the Collective Agreement comes into force, the appointment procedures and practices prevailing before that date shall be followed until the position is filled or re-advertised. Otherwise the procedures specified in this Collective Agreement shall apply.

1.36 Benefits and entitlements of Academic Staff Members which accrue or are carried forward from year to year under the

Collective Agreement of December 17, 1992 - March 31, 1995, and which remain outstanding on the date that this Collective Agreement comes into force, shall be carried forward under this Collective Agreement.

- 1.37 Any grievance filed before the date that this Collective Agreement comes into force shall continue to be processed under the provisions of the Collective Agreement of December 17, 1992 - March 31, 1995.

DURATION OF COLLECTIVE AGREEMENT

- 1.38 This Collective Agreement shall remain in effect from the date of signing until August 31, 1999, and from year to year thereafter unless either of the Parties gives notice in writing, not more than ninety (90) days and not less than thirty (30) days before the date of expiration of this Collective Agreement, of its desire to terminate the Collective Agreement or its desire to commence collective bargaining with a view to the renewal or revision of this Collective Agreement or the conclusion of a new Collective Agreement.

- 1.39 Notwithstanding Clause 1.38, within thirty (30) days prior to April 1, 1994, either Party may provide written notice to the other Party of its desire to revise the salary scales in Appendix D.1 and D.2. Failing agreement, the scales in Appendix D.1 and D.2 shall continue.

- 1.40 Within twenty-one (21) days of receipt of the notice to bargain, the Parties shall notify each other in writing of the names of their Negotiating Committee members and shall begin negotiations for a new Collective Agreement.

NO STRIKE OR LOCKOUT

- 1.41 In accordance with the provisions of *The Labour Relations Act*, c. L-1, R.S.N. 1990, as amended, while this Collective Agreement is in force:

- (a) The Association shall not declare or authorize a strike of Academic Staff Members.
- (b) The University shall not declare or authorize a lockout of Academic Staff Members.
- (c) No Academic Staff Member of the bargaining unit shall strike.

CONFLICT OF INTEREST

- 1.42 Peer assessment, review, and other processes concerning appointment, re-appointment, dismissal, salary, rank, promotion, tenure, sabbatical or other leaves, pensions or fringe benefits shall be performed in a non-discriminatory manner as set out in Article 2. Both Parties agree that no person shall participate in the processes leading to the decisions listed above affecting his or her own position or that of an individual with whom in the opinion of the Parties that person has or has previously had a marital, familial, sexual or on-going significant financial relationship. If the Parties fail to reach an agreement then the alleged conflict of interest may, at the option of either Party, be taken to arbitration as provided for under Clauses 20.07 to 20.20.

PERSONAL FILES

- 1.43 In this Article the word "file" means the official personal file.
- 1.44 The file, which shall be the file of record, shall be maintained by and located in the Department of Human Resources.

1.45 The file of an Academic Staff Member at Grenfell College shall be made available to him or her in the Office of the Principal no later than the second day following his or her request to view the file.

1.46 Material not in an Academic Staff Member's file shall not be used in any evaluative or disciplinary procedure, or otherwise to the disadvantage of the Academic Staff Member.

CONTENTS OF THE FILE

1.47 The file shall include but not be limited to the following items:

- (a) Pre-appointment materials including correspondence associated with the application, curriculum vitae, transcripts and letters of reference.
- (b) Copies of letters relating to Board actions respecting the Academic Staff Member including initial appointment, renewal of appointment, leaves of absence, administrative appointments and salaries.
- (c) Employment-related correspondence.
- (d) Documentation relating to recommendations on tenure and promotion.
- (e) Correspondence and other documentation respecting professional development and achievement.

1.48 No anonymous correspondence or other material shall be placed in the file except for documents recording salary, rank changes,

leaves, and similar matters.

1.49 Confidential material kept in an Academic Staff Member's file shall be limited to signed letters of reference and assessments transmitted in confidence to the Administrative Head or a Committee, solicited in relation to appointment, promotion or tenure. The Academic Staff Member shall be informed that such letters are being sought.

1.50 An Academic Staff Member shall receive an inventory of the confidential materials in his or her file upon written request to the Director of Human Resources, such an inventory to include the date and topic of the confidential material.

1.51 Only the Academic Staff Member, his or her Administrative Head, the Dean or Principal to whom the Head reports, the Vice-President (Academic), or the President may authorize the placing of documents in the file, except for documents recording salary and rank changes, leaves, and similar matters. An Academic Staff Member may challenge the inclusion of any document in the file. An Academic Staff Member has the right to include in the file rebuttal or written comments on the accuracy or meaning of any document in his or her file; and to add to the file any documents that he or she considers relevant, except that Academic Staff Members shall not file copies of books, articles or other similar materials, but may include a list of such materials. Material for inclusion in the file shall be sent by the Academic Staff Member to the Administrative Head who shall ensure that it is placed in the file.

1.52 When an addition is made to the file, it shall be copied to the Academic Staff Member with the following exceptions:

- (a) Confidential materials described in

Clause 1.49.

- (b) Routine documentation that is periodically entered in the files of a class of Academic Staff Members.
- (c) Documentation originating from the Academic Staff Member.
- (d) Documentation that has already been copied to the Academic Staff Member.
- (e) Documentation that is addressed to the Academic Staff Member and includes the notation "cc: PF" to indicate that it is copied to the personal file.

Material shall not be placed in the file later than four (4) months after its original production.

1.53 The official documents constituting the file shall be the paper originals or, in the event the original document is received in facsimile or electronic form, an accurate paper copy.

1.54 For the purposes of this Article, the documents in the file can be divided into four classes:

- (1) Personnel and evaluative material copied into the electronic data base;
- (2) Routine employment information not copied into the electronic data base and stored in paper form in the Department of Human Resources;
- (3) Letters of reference, parts of which, in accordance with Clause 1.61, are kept confidential from the Academic Staff Member, are copied into the electronic data base; and

- (4) Materials to which the Academic Staff Member has access but which are confidential to all but the Director of Human Resources and his or her delegate. These are not copied into the electronic data base and are stored in paper form in the Department of Human Resources.

1.55 The electronic data base copy of the file shall be prepared and maintained by means of an optical scanning document management system. Documents shall be added to the data base by means of an electronic scanner only. Access to information in the electronic data base shall be by means of terminals in the Department of Human Resources or by means of copies printed in that Department.

1.56 An inventory of documents in classes (1), (3) and (4) shall be maintained. The inventory shall, except as noted below, show the date of correspondence and the topic. The inventory entries for documents in class (4) shall be coded to conceal the topic.

1.57 In normal circumstances, the Academic Staff Member shall receive a copy of the inventory for his or her file within one day of requesting it from the Director of Human Resources.

1.58 An Academic Staff Member may view the contents of his or her file either by computer access to the electronic data base or in paper form as determined by the Department of Human Resources.

1.59 For legal proceedings including, but not limited to, arbitrations, presentation of the file or any part thereof shall be in paper copy or shall be the original, as required.

1.60 Material shall only be removed from the file in the following circumstances:

- (a) Upon receipt of proof that there is false or inaccurate information in an Academic Staff Member's file, the Director of Human Resources shall remove that information.
- (b) Any disciplinary action given in writing and becoming part of an Academic Staff Member's file shall be destroyed after two (2) years have elapsed provided that further disciplinary action concerning a similar matter has not been issued within that period.
- (c) As all or part of the settlement of a grievance.

ACCESS TO THE FILE

1.61 An Academic Staff Member, or his or her duly authorized representative, shall have the right to examine the contents of his or her file, except that confidential material solicited after January 1, 1989 shall be made available to the Academic Staff Member upon request and with reasonable notice, and shall have the identifying letterhead and signature block removed. Confidential material solicited prior to January 1, 1989 shall be made available only after the identifying letterhead and any part of the material which may identify the author is removed. The Academic Staff Member, or his or her duly authorized representative, shall be allowed to examine the Academic Staff Member's file during normal working hours in the presence of the Director of Human Resources, or his or her designated representative, or the Principal, or his or her designated representative.

1.62 An Academic Staff Member may, on

written request, obtain a copy of any document to which he or she has a right of examination, on a cost recovery basis. For documents that have not been copied to the Academic Staff Member, he or she shall be entitled to one copy at no cost.

1.63 An Academic Staff Member may at any time submit his or her curriculum vitae to the Administrative Head for inclusion in the file. It is the responsibility of the Academic Staff Member to prepare and keep up to date his or her curriculum vitae.

1.64 Neither the file nor any of its contents shall be made available to any person or institution other than the Academic Staff Member, his or her duly authorized representative, his or her Administrative Head, or other members of the University administration, except on the written request of the Academic Staff Member or as a part of established assessment procedures and other proceedings as specified in this Collective Agreement. When information is released under law, the details of the release shall immediately be conveyed in writing to the Academic Staff Member.

1.65 Any individual seeing the file, except for staff members in the Division of Labour Relations and the Department of Human Resources, shall sign a form included in the file to indicate that he or she has seen the file and the date.

1.66 Medical information concerning an Academic Staff Member shall not be made available to any person except on a need-to-know basis.

Article 2

ACADEMIC FREEDOM AND NON-DISCRIMINATION

ACADEMIC RIGHTS AND FREEDOMS

- 2.01 All Academic Staff Members enjoy equal rights to academic freedom.
- 2.02 Academic freedom is necessary for the pursuit of the University's purposes. The defence of academic freedom is an obligation on all members of the University community. Academic freedom does not require neutrality on the part of the individual, nor does it preclude commitment. Rather it makes commitment possible.
- 2.03 Therefore, the Parties agree to uphold the right of Academic Staff Members to teach, to learn, to carry out research, to publish, to comment, to criticise, to acquire and disseminate knowledge, to create, and to perform; all of these without deference to prescribed doctrine.
- 2.04 Academic freedom includes the right to discuss and criticise policies and actions of the University and the Association and protects against the imposition of any penalty by either Party for exercising that right.
- 2.05 Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base one's research and teaching on an honest search for knowledge. In exercising the freedom to comment and criticise, Academic Staff Members have a corresponding obligation to use academic freedom in a responsible manner by recognizing the rights of other members of the University community, and by affirming the rights of others to hold differing points of view.
- 2.06 Academic freedom does not confer legal immunity, nor does it diminish the responsibilities of Academic Staff Members to fulfil their academic obligations. Academic Staff Members as such shall not be hindered or impeded in any way by the Association or by the University from exercising their legal rights, nor shall they suffer any penalty imposed by either Party for exercising those rights.
- 2.07 Academic Staff Members retain all their freedoms as citizens to express themselves. The University accepts no responsibility for such expressions and exercises no censorship. In statements outside the University, Academic Staff Members shall not claim to speak on behalf of the University unless specifically authorized to do so. Should confusion arise concerning whether an Academic Staff Member was speaking on behalf of the University, the Academic Staff Member shall issue a disclaimer.

NON-DISCRIMINATION

- 2.08 Except as otherwise provided in this Collective Agreement, or by statute, the Parties agree that there shall be no discrimination or favouritism, interference, restriction or coercion exercised or practised with respect to any Academic Staff Member in regard to any terms or conditions of employment as set out in this Collective Agreement, including, but not limited to, salary, fringe benefits, pension, appointment, hiring process, reappointment, dismissal, rank, promotion, tenure, sabbatical or other leave, by reason of age, physical appearance, colour, national or ethnic origin, citizenship, political or religious affiliation or non-affiliation,

political or religious activity or non-activity or belief or non-belief, clerical or lay status, sex, sexual orientation, marital status, physical or mental disability (except where the disability would clearly interfere with the proper carrying out of his or her required duties), language (except where the lack of language competence would clearly prevent carrying out the required duties), kinship, membership or activity or non-membership or non-activity in the Association. While the Parties agree not to discriminate on the basis of place of residence, an Academic Staff Member who chooses to reside in a location which predictably interferes with the discharge of his or her responsibilities may not cite this Clause as a defence against disciplinary action resulting from that failure to discharge his or her responsibilities.

Article 3

DUTIES AND RESPONSIBILITIES OF FACULTY MEMBERS

3.01 All Faculty Members have certain duties and responsibilities which derive from their positions as teachers and scholars

with academic freedom. The professional duties and responsibilities of Faculty Members shall be an appropriate

combination of:

- (a) undergraduate and graduate teaching;
- (b) research, scholarship, and creative and professional activities;
- (c) academic service, which may include the application of the Faculty Member's academic or professional competence or expertise in the community at large.

The pattern of these responsibilities may vary from time to time and from individual to individual. For the majority of Faculty Members, however, the principal duties will be in areas (a) and (b) above.

3.02 Faculty Members have a professional duty to develop and maintain their scholarly competence and effectiveness as teachers. Teaching includes the following responsibilities which shall be discharged in accordance with all relevant Senate resolutions and regulations:

- (a) It is the responsibility of Faculty Members to teach their assigned courses in accordance with course descriptions in the University Calendar and the schedule shown in the approved timetable. By mutual consent of the Faculty Member and class, determined by fair and equitable procedures, class meeting times may be adjusted with the approval of the Administrative Head. Such approval shall not be unreasonably denied. Faculty members shall make reasonable efforts to teach

courses in accordance with the policies of their Academic Unit.

- (b) Faculty Members shall inform their students of the methods and planned schedule of evaluation in their courses. Upon request, Faculty Members shall provide the Administrative Head with information describing their current courses, which may include course outlines, bibliography (if appropriate), methods and instruments of evaluation, planned schedule of evaluation and student consultation arrangements. Faculty Members shall provide the Administrative Head with any material describing their courses which is required by external accreditors.

(c) Faculty Members shall accept reasonable responsibility for academic advising and consulting. This includes:

- (i) being available on campus for consultation for not less than two (2) hours per course per week at scheduled times, to a maximum of five (5) hours per week, made known in writing to their students not later than one (1) week after the start of lectures in a semester;

- (ii) accepting a fair and equitable share of advising duties. Such duties shall be performed off-campus only with the Faculty Member's consent. Faculty Members shall not unreasonably withhold their consent.

(d) Faculty Members shall examine or

otherwise evaluate students in courses and programmes for which they are responsible. This includes the evaluation of student work within a reasonable period of time after its submission, its demonstration or its performance and acceptance of a fair and equitable share of grading or marking in team-taught or multi-section courses with a common final examination.

3.03 The duty to engage in scholarly activity includes:

- (a) the conduct of research, scholarship, and critical, creative, professional or developmental work;
- (b) the dissemination of such work through publication, demonstration, presentation, exhibition or performance, or by other means appropriate to the discipline.

3.04 In fulfilment of the obligation to render academic service within the University, Faculty Members have the right and responsibility to take a fair and reasonable share of administrative responsibilities:

- (a) through membership on appropriate bodies, for example the Senate, and on Departmental, Faculty, School, and University, and other Committees and Boards;
- (b) by undertaking other administrative tasks.

Faculty Members shall be elected or appointed to such bodies only with their

consent. Those who have the responsibility to make such appointments shall make every effort to ensure that academic service commitments are equitably shared. Faculty Members shall not unreasonably withhold their consent.

3.05 In the exercise of academic and administrative responsibilities, members of Academic Units shall treat colleagues and students so that objectivity, fairness, respect for privacy and absence of discrimination are maintained in all deliberations, recommendations and decisions.

3.06 Participation of Faculty Members in the work of learned societies, disciplinary associations, professional organizations and associations, and organizations related to the professional competence or expertise of the Faculty Members shall constitute academic service within the meaning of Clause 3.01 (c).

WORKLOAD OF FACULTY MEMBERS

3.07 The determination of course offerings shall be the responsibility of the Administrative Head. In determining course offerings the Administrative Head shall take into account the resources of the Academic Unit and expertise of the Faculty Members as well as the needs of the students. Every reasonable effort shall be made to ensure that the combination of offerings shall provide students with access to courses so that they may progress through their programme of studies in a timely manner.

3.08 The duties and responsibilities of Faculty Members fall into three (3) categories, set out in Clause 3.01.

(a) In the absence of specific alterations effected under Clauses 3.13 - 3.29, the following two categories shall constitute approximately equal proportions of a Faculty Member's work:

- (i) undergraduate and graduate teaching;
- (ii) research, scholarship and creative activities which may include professional activities that enhance the Faculty Member's professional competence or standing, or which advance the discipline.

(b) Some academic service is expected of each Faculty Member. The contribution of a Faculty Member in the academic service category shall be sufficient to ensure that collegial responsibilities can be carried out.

3.09 The normal amount of teaching assigned for an Academic Year for Faculty Members in each Academic Unit shall be referred to as the "teaching norm." The teaching norm for each Academic Unit beginning with the 1996-1997 Academic Year is shown in Appendix E. These norms shall be the existing norms as of September 1995 in those cases in which the norms were four (4), five (5) or six (6). In those cases in which norms were below four (4) as of September 1995, these norms shall be raised to four (4). The norms shown in Appendix E shall remain the norms for the duration of the Collective Agreement.

3.10 Following the signing of this Collective Agreement, the teaching load of all Faculty Members shall be set at the teaching norm for their Academic Unit except as varied by

writing in accordance with the remainder of this Article.

3.11 In Academic Units not established prior to the date of the signing of this Collective Agreement, the Dean, Director, or Principal shall determine the teaching norm for the Academic Unit, following consultation with the Department Head when the Academic Unit is in a departmentalized Faculty. In all cases, the Administrative Head shall have previously sought the formal advice of the Faculty Members in the Academic Unit. The teaching norm shall be a minimum of four (4) and a maximum of six (6) lecture courses or their equivalent as set out in Clause 3.12 and shall be fair and equitable in relation to the workloads assigned to other Academic Units.

3.12 (a) The equivalence to a three-hour lecture course for all teaching formats other than three-hour lecture courses, including such formats as laboratories, field supervision, clinical courses and the like, shall be determined on a course by course basis.

(b) For this purpose, a Special Committee shall be struck within each Faculty, School or College within one (1) month of the date of signing of this Collective Agreement.

(c) These Special Committees shall consist of three (3) Faculty Members elected from the Faculty, School or College and two (2) Faculty Members appointed by the Dean, Director or Principal except that for the Faculty of Science, each Department shall elect one (1) representative and there shall be no appointed representatives.

- (d) Each Special Committee shall make written recommendations to the Dean, Director or Principal within thirty (30) days from the date of the formation of the Special Committee.
- (e) Each Special Committee shall establish its own procedures, but allow for input from all Faculty Members within the Academic Unit. Every Academic Unit with course formats other than three-hour lecture courses shall be able to make written representation to the Special Committee.
- (f) The Special Committees' reports shall be circulated to all Faculty Members in the Academic Unit at the same time that the Special Committee reports to the Dean, Director or Principal.
- (g) The Dean, Director or Principal shall make a final determination which shall be fair and equitable.
- (h) His or her decision shall be circulated to the relevant Academic Unit on an annual basis.
- (i) On an annual basis, upon application by an Administrative Head, a Special Committee shall be struck to review the equivalence of new courses or proposed changes in existing courses other than three-hour lecture courses.

Faculty Member's work devoted to teaching may be increased, with or without an increase in the number of course sections being taught. With this increase in work devoted to teaching, the expectations for research, scholarly, creative and professional activities shall be correspondingly reduced. Such voluntary increases in teaching shall not be available to probationary appointments. These increases shall be taken into account in all promotion assessments.

This Clause shall be applied in either of the following circumstances:

- (a) in the case where the number of course sections is not increased and with the consent of the Administrative Head, the Faculty Member undertakes implementation or operation of a major teaching project or programme, and there is a demonstrable need for this project or programme in the Academic Unit; or
- (b) in the case where the total number of course sections is increased, no more than two (2) courses beyond the teaching norm for the Academic Unit may be assigned.

3.14 The Parties agree to make their best efforts to ensure that the students who would have been taught by Faculty Members who retire as a consequence of an early retirement incentive programme will continue to be taught by the remaining Faculty Members through a combination of offerings that provide students with access to courses so that they may progress through their programmes of study in a timely manner.

VARIATIONS FROM THE TEACHING NORM

3.13 On an annual basis and following a Faculty Member's written request, the proportion of a

- 3.15 (a) Notwithstanding Clauses 3.08 - 3.13, ten (10) days following the date on which the University knows the number and distribution of those taking early retirement in the Academic Year 1995-1996, each Faculty, School or College shall strike a Special Committee to consider temporary increases in teaching workload of one (1) course for all Faculty Members of particular Academic Units for the Academic Year 1996-1997.
- (b) Upon application by the Administrative Head, after formal consultation with the members of the Academic Unit, the Special Committee shall consider whether there is a teaching shortfall as a result of the early retirement takeup, sufficient to require a one-course increase in the teaching workload for all Faculty Members of that Academic Unit for that Academic Year.
- (c) This Special Committee shall consist of three (3) Faculty Members elected from the Faculty, School or College and two (2) Faculty Members appointed by the Dean, Director or Principal. The Special Committee shall establish its own procedures, but allow for input from all Faculty Members in the affected Academic Units. Among other considerations, the Special Committee shall take into account the possibility and usefulness of transfers from other Academic Units provided in Clauses 25.12 - 25.13 as a means for dealing with temporary teaching workload increases caused by those Faculty Members taking early retirement in the Academic Year 1995-1996.
- (d) The Special Committee shall submit its written report within twenty (20) days to the Dean, Director or Principal and, at the same time, its report shall be circulated to all Faculty Members in the Academic Units. The Dean, Director or Principal shall not unreasonably alter the recommendations of the Special Committee.
- (e) The Dean, Director or Principal may, after considering the report of the Special Committee, assign a temporary one-course increase in teaching workload for all Faculty Members in the Academic Unit.
- (f) For subsequent years the process may be repeated with newly-formed Special Committees.
- 3.16 (a) Notwithstanding Clauses 3.08 - 3.13, upon a declaration of anticipated financial exigency, the Dean, Director or Principal of each Faculty, School or College shall strike a Special Committee to consider temporary increases in teaching workload of one (1) course for all Faculty Members of particular Academic Units for the Academic Year 1996-1997.
- (b) This Special Committee shall consist of three (3) Faculty Members elected from the Faculty or School and two (2) Faculty Members appointed by the Dean or Director. The College shall establish a Special Committee in the same way as Faculties and Schools on the St. John's campus,

except that the Principal shall appoint two (2) Faculty Members. In the case of non-departmentalized units, the Special Committee shall consist of three (3) Faculty Members elected from the Academic Unit and two (2) Faculty Members appointed by the Dean or Director from one (1) or more cognate Academic Units designated by the Faculty Members in the Academic Units. The Special Committee shall establish its own procedures but allow input from all Faculty Members in the affected Academic Units. The Special Committee shall also meet with the Administrative Head of the affected Academic Unit.

- (c) The Administrative Head, following a special meeting with the members of the Academic Unit, shall make representation to the Special Committee when he or she believes that such a temporary increase is required. The Special Committee shall evaluate this claim and submit its written report to the Administrative Head within twenty (20) days, and at the same time, circulate the report to the Faculty Members of the Academic Unit with a copy sent to the Dean, Director or Principal.
- (d) The Administrative Head may, after seriously considering the report of the Special Committee, assign a temporary one-course increase in the teaching workload for all Faculty Members in the Academic Unit.
- (e) For subsequent years the process may be repeated with newly-formed Special Committees.

- 3.17 The University cannot invoke both 3.15 and 3.16 for an Academic Unit in an Academic Year.
- 3.18 Faculty Members appointed to externally-funded named chairs or with the designation University Research Professor during the five-year period of the award shall teach two (2) lecture courses or the laboratory equivalent in an Academic Year.
- 3.19
 - (a) Faculty Members whose duties and responsibilities are set out in Articles 5, 6 and 24 shall have teaching workloads consistent with those Articles.
 - (b) Academic Staff Members whose appointments do not have a A(Research)@ designation in Academic Units without a teaching programme shall have teaching workloads consistent with the teaching workloads of that Academic Unit.
 - (c) The teaching portion of the workload in Academic Units without a teaching programme shall be taken into account in promotion and tenure assessments.
- 3.20 On an annual basis, a teaching assignment one (1) course lower than the teaching norm for the Academic Unit may be made where the Faculty Member's record of scholarly activity is significantly above the norm for his or her Academic Unit. Such teaching remissions shall not be unreasonably denied.
- 3.21 On an annual basis, a teaching assignment one (1) course higher than the teaching norm

for the Academic Unit may be made where the Faculty Member's record of scholarly activity is significantly below the norm for his or her Academic Unit.

3.22 With the written consent of the Faculty Member, a larger proportion of academic service may be undertaken with a consequent reduction in the expectation for scholarly activity.

3.23 (a) All variations from the normal pattern of work shall be made in writing with a copy to the official personal file.

(b) Variations from the normal pattern of work shall be made on a fair, reasonable and equitable basis.

(c) For all Faculty Members whose workload assignments differ from the normal pattern, the variation shall be taken into account in promotion and tenure assessments.

3.24 If justified, Faculty Members shall be provided with a reasonable amount of teaching assistance from Student Markers and Teaching Assistants. Such teaching assistance shall be provided upon written request to the Administrative Head, and if justified according to the nature of instruction, enrolment, requirements of the course syllabus, the balance of the Faculty Member's duties and responsibilities, and whether or not Laboratory Instructors or Instructional Assistants are assigned to the course. If the request is justified but teaching assistance is not provided, an appropriate adjustment shall be made in the Faculty Member's assigned teaching duties.

3.25 By mutual consent of the Faculty Member and the Administrative Heads, part of the

normal academic duties of the Faculty Member may be assigned and carried out in Academic Units other than the one in which the Faculty Member holds his or her appointment provided the Faculty Member is competent to teach in the other Academic Unit. Neither the Faculty Member nor the Administrative Heads shall unreasonably withhold his or her consent.

3.26 From time to time, and following her or his consent, a Faculty Member may be assigned extra teaching, in addition to the previously assigned teaching, with no corresponding decrease in the expectations for research productivity. Such extra teaching duties shall be compensated in accordance with this Collective Agreement by remuneration or by remission from future teaching duties.

3.27 The extra teaching referred to in Clause 3.26 may consist of one (1) or more course sections or the addition to an existing section of a number of students greater than the average for courses of that format and level (undergraduate or graduate) in that Academic Unit.

3.28 A Faculty Member shall not unreasonably deny a request by the Administrative Head to undertake extra teaching in order to replace another Faculty Member who is unable to teach his or her course. When such extra teaching duties extend beyond two (2) weeks, the Faculty Member shall be compensated in accordance with this Collective Agreement by remuneration.

3.29 Arrangements for additional teaching duties under Clauses 3.26 and 3.27 shall be formalized in writing within two weeks of a Faculty Member accepting the additional teaching duties, and shall be included in the

Faculty Member's official personal file.

3.30 The Administrative Head shall make a serious effort to arrange the courses to be taught and the scheduling of teaching duties in a fair and equitable manner when viewed over a two-year period. Except for course sections assigned in accordance with Clause 3.21, Faculty Members shall not be required to teach in more than two (2) of the three (3) semesters which comprise the Academic Year. A Faculty Member who agrees to teach in all three (3) semesters of an Academic Year shall not be required to teach in more than four (4) of the six (6) semesters of two (2) successive Academic Years. A Faculty Member who is assigned sections under Clause 3.21 may have teaching assigned in all three (3) semesters. In such a case, courses assigned for the Spring semester shall be in Intersession or Summer Session but not both.

3.31 Individual teaching responsibilities shall be assigned in a fair and equitable manner by the Administrative Head after consultation with each Faculty Member in the Academic Unit. Such consultation may be by written communication and if issued, shall indicate clearly that it is preliminary to the assignment of teaching workload. Each Faculty Member shall be notified in writing of his or her teaching assignments. Each Coordinator at the College, after consultation with each Faculty Member in his or her unit, shall advise the Principal on the assigning of individual teaching responsibilities in his or her discipline. Teaching assignments shall be made and announced at least two (2) months before the start of a semester. In making such assignments, the Administrative Head shall take into account the following factors:

(a) The number of separate courses taught by each Faculty Member;

- (b) The number of scheduled contact hours per course;
- (c) The number of hours of preparation, grading and administration per course;
- (d) The number of students enrolled in each course;
- (e) The number of hours of academic advising and consulting per course;
- (f) The level (introductory, upper year, graduate, et cetera) of each course;
- (g) The type (lecture, laboratory, seminar, et cetera) of each course;
- (h) Assistance of graduate students or colleagues in the teaching of courses;
- (i) Additional hours of preparation required for a new course;
- (j) The amount of intern, clinical, research, thesis, and other academic supervision of undergraduate and graduate students;
- (k) Responsibility for the supervision of laboratory work as part of the scheduled courses;
- (l) The abilities and expertise of each Faculty Member;
- (m) The number of years of university teaching experience of each probationary Faculty Member in her or his first year;
- (n) The total enrolment produced by the assignment of the temporary increases in teaching norms as per Clause 3.15 or 3.16.

3.32 Faculty Members in St. John's shall not be assigned courses that require travel outside of the St. John's area without their consent. Faculty Members at the College shall not be assigned courses that require travel outside of the Corner Brook area without their consent.

3.33 It is recognized that from time to time,

and for sound academic reasons, a Faculty Member's teaching responsibilities may have to be altered within two (2) months prior to the start of a semester. When an assigned course is cancelled due to low enrolment, the Administrative Head may, following consultation with the Faculty Member, assign a replacement course to be taught at some future time agreeable to the Faculty Member.

responsibilities throughout this period.

3.34 Faculty Members may, with their consent in writing, be assigned to teach distance education courses, either as part of the assigned course sections or as additional teaching for compensation in accordance with this Collective Agreement .

3.35 Three (3) times a year, at least one (1) week before the start of each semester, the Administrative Head shall provide to every Faculty Member in his or her Academic Unit a tentative list of all course sections and instructors, the number of students per section, together with a list of all members expected to be on leave, for that semester and the next.

3.36 The supervision of students registered in thesis work shall not be assigned without the Faculty Member's consent. Such consent shall not be unreasonably withheld.

3.37 After the start of a course a Faculty Member shall not be removed from the course, except in accordance with this Collective Agreement.

3.38 Unless provided for otherwise in the letter of appointment or by reduction of duties and responsibilities under Article 5, Faculty Members are employed by the University for twelve (12) months in each year, and except for holidays and vacations, shall meet their professional

Article 4

DUTIES AND RESPONSIBILITIES OF LIBRARIANS

4.01 All Librarians have certain duties and responsibilities which derive from their practice as Librarians and their position as members of the academic community with academic freedom. The duties and responsibilities of Librarians shall be an appropriate combination of:

- (a) Professional practice in the University Library by providing professional consultation and assistance to library users and by maintaining and developing the library holdings and information systems on the basis of the needs of Faculties, Schools, Academic Departments and the University Library and the financial resources allocated to the Library. In addition, they are expected to develop their professional knowledge in Library administrative and Committee work.
- (b) Academic service within the University, which may include working with other members of the University community to enhance the academic excellence of the University and the quality of academic life, and working in the community at large through the application of the Librarian's academic or professional competence or expertise.
- (c) Research, scholarship, teaching, creative and professional activities.

4.02 The pattern of these responsibilities may vary from time to time and from individual to individual. For the majority of Librarians, however, the principal duties

shall be in (a) above.

4.03 Librarians have a professional duty to develop and maintain their competence and effectiveness. Professional service in the University Library includes the following:

- (a) Librarians shall discharge their assigned responsibilities in accordance with the appropriate Senate resolutions and regulations.
- (b) Librarians have the responsibility to foster a free exchange of ideas, to refuse to practice or permit censorship, and to strive to ensure the fullest possible access to library materials for members of the University community.
- (c) The right of a Librarian to exercise professional discretion does not allow him or her to infringe upon the academic freedom of others.

4.04 Librarians shall have the right and responsibility to take a fair and reasonable share of administrative responsibilities other than those comprising part of their principal responsibilities:

- (a) Through membership on appropriate bodies, and on Faculty, School, and University, and other Committees and Boards.
- (b) By undertaking other administrative tasks.

- (c) A Librarian shall be elected or appointed to such bodies or tasks only with his or her consent. Those who have the responsibility to make such appointments shall make every effort to ensure that academic service commitments are equitably shared. A Librarian shall not unreasonably withhold his or her consent.

4.05 Appointment to an administrative position or assignment to administrative duties in the Library shall not be contingent upon rank.

4.06 In the exercise of professional or administrative responsibilities, Librarians shall treat academic colleagues and students so that objectivity, fairness, respect for privacy and absence of discrimination are maintained in all deliberations, recommendations and decisions.

4.07 Participation of Librarians in the work of learned societies, disciplinary associations, professional organizations and associations, and organizations related to the professional competence or expertise of Librarians shall constitute academic service within the meaning of Clause 4.01(b).

4.08 The duty to engage in scholarly activity as set out in Clause 4.01 (c) includes:

- (a) The conduct of research, scholarship, and critical, creative, professional or developmental work.
- (b) The dissemination of such work through publication, demonstration,

presentation, exhibition or performance, or by other means appropriate to the discipline.

4.09 The University Librarian shall ensure that the assignment of duties and responsibilities is fair, equitable and reasonable. If a Librarian is assigned duties which exceed a reasonable amount, he or she shall subsequently be granted a compensatory reduction in assigned duties by mutual agreement between the Librarian and the University Librarian.

4.10 If a Librarian undertakes a special assignment with the consent of the University Librarian, at the Librarian's request the University Librarian shall state in writing what responsibilities shall be reassigned or deferred during the completion of the assignment.

SUPPORT FOR RESEARCH AND PROFESSIONAL DEVELOPMENT

4.11 (a) Support for professional development on full salary shall be granted to a Librarian to pursue approved research projects or professional development opportunities without distraction.

(b) A Librarian seeking such support for research or professional development shall submit a proposal to the University Librarian specifying the project or opportunity for approval. Such a project can relate to library science or to an academic subject within the expertise of the Librarian.

(c) Such support shall provide release from normal responsibilities for four (4) weeks in each year of service which, if not taken, may be accumulated for up to two (2) years (up to eight (8) weeks

of release).

- (d) Such release from normal responsibilities shall be scheduled by mutual agreement between the Librarian and the University Librarian.
- (e) Achievements of Librarians during such release from normal responsibilities shall be evaluated as additional criteria in performance and promotion evaluations. These achievements shall be assessed under Clause 4.01 (a), (b) and (c), as appropriate.

Article 5

REDUCTION IN DUTIES AND RESPONSIBILITIES

- 5.01 Probationary or tenured Academic Staff Members may apply for a reduction in duties and responsibilities to not less than half of the full-time duties and responsibilities in the unit on the following basis:
- (a) Such applications shall normally be granted if the Academic Staff Member is within five (5) years of normal retirement age.
 - (b) The Parties recognize that there may be other circumstances in which a full-time Academic Staff Member may wish to be granted a reduction in duties and responsibilities. Such situations shall be dealt with on a case-by-case basis.
- 5.02 In requesting a reduction in duties and responsibilities, the Academic Staff Member shall specify whether the request is for an indefinite period or for a defined period of up to five (5) years. In the case of a defined period, an Academic Staff Member requesting a renewal must apply in writing to the Administrative Head at least ten (10) months prior to the expiry of the term of the reduction. In the case of an indefinite period of reduction in duties and responsibilities, an Academic Staff Member requesting to return to a full-time position must apply to the Administrative Head at least ten (10) months prior to the date of intended return to full-time status.
- 5.03 The duties and responsibilities of an Academic Staff Member with a reduction in duties and responsibilities shall be prorated to the duties and responsibilities of a full-time Academic Staff Member in the same unit. Similarly the salaries of Academic Staff Members with a reduction in duties and responsibilities shall be prorated to the Basic Annual Salary.
- 5.04 If a reduction in duties and responsibilities is granted in accordance with this Article, the Academic Staff Member shall retain the rights and privileges as set out under this Collective Agreement.
- 5.05 Academic Staff Members with a reduction in duties and responsibilities shall have the right to continue to participate in all employee pension and insurance plans in accordance with the terms of those plans.

Article 6

RESEARCH APPOINTMENTS

- 6.01 A research appointment is a probationary or tenured appointment under which the Faculty Member's duties and responsibilities are defined primarily in terms of research with teaching duties not to exceed one course per semester without the consent of the Faculty Member.
- 6.02 Academic Staff Members whose duties and responsibilities are defined primarily in terms of research shall be assigned one of the ranks of Assistant Professor (Research), Associate Professor (Research) or Professor (Research).
- 6.03 A research appointment made after the signing of this Collective Agreement to a unit without a teaching programme, shall include a joint or cross appointment in an Academic Unit with a teaching programme in which case the letter of appointment shall state the Academic Unit to which the Academic Staff Member has the joint or cross appointment.
- 6.04 In the case of research appointments in existence when this Collective Agreement takes effect, there shall be no teaching component unless specified in the letter of appointment or by mutual agreement between the Academic Staff Member and the Administrative Head.
- 6.05 The normal expectations with regard to duties and responsibilities and the criteria regarding promotion and tenure and extension of probationary appointment shall apply *mutatis mutandis*.
- 6.06 Appointments, renewal of appointments, tenure and promotion shall be in accordance with the procedures set out in Articles 7 through 12.
- 6.07 The duties and responsibilities shall be an appropriate combination of those defined in Article 3.

Article 7

APPOINTMENT OF FACULTY MEMBERS

- 7.01 The primary objective in recruiting is to develop the best possible teaching and research programmes for the University.
- 7.02 Appointments of Faculty Members shall be probationary, tenured or term, as specified in Articles 11 and 23. The appointment of all Faculty Members shall be subject to the provisions of this Article unless otherwise specified in this Collective Agreement.

INITIATING APPOINTMENTS

- 7.03 When a vacancy arises or when a position is to be created, the Administrative Head, in formal consultation with the members of the Academic Unit concerned, shall define the nature of the appointment to be made and request that the position be filled. The Administrative Head shall formally consult with the Search Committee concerning the wording and placement of the advertisement.
- 7.04 When a vacancy arises or when a position is to be created in a College Department, the Coordinator, in formal consultation with the members of the College Department concerned, shall define the nature of the appointment to be made and request that the position be filled. The Coordinator shall formally consult with the Search Committee concerning the wording and placement of the advertisement.

FORMATION OF SEARCH COMMITTEES

- 7.05 Search Committees shall be formed within each Academic Unit or College Department with respect to each appointment. Subject to the prior formal decision by the Faculty

Members within a unit or College Department, a single Committee may be established annually to take responsibility for all appointments over the course of the Academic Year, or separate Committees may be formed individually for each appointment, or a combination.

- 7.06 No appointments of Faculty Members shall be made without the advice of a Search Committee as specified in this Article.

- 7.07 Search Committees shall consist of five (5) Faculty Members, three (3) of whom shall be elected by the Faculty Members from within the Academic Unit or College Department and two (2) of whom shall be appointed by the Administrative Head, with the following exceptions:

- (a) In the case of Academic Units or College Departments with fewer than seven (7) and more than two (2) Faculty Members, the Search Committee shall consist of all Faculty Members in the Academic Unit or College Department.
- (b) For Academic Units or College Departments with two (2) Faculty Members, they shall both be members of the Committee and the Administrative Head, in formal consultation with the Faculty Members in the Academic Unit or College Department concerned, shall appoint one (1) additional Faculty Member from a cognate area at the same campus or from the Academic Unit concerned at the other campus.
- (c) For Academic Units or College

Departments with only one (1) Faculty Member, the Administrative Head shall appoint two (2) additional Faculty Members, one (1) of whom shall be named by the Faculty Member. At least two (2) members of the Committee shall be from the campus at which the position is to be filled.

- (d) Notwithstanding Clause 1.03(b), for Academic Units or College Departments with no Faculty Members, the Administrative Head shall appoint three (3) Faculty Members to form a Committee. At the College, the Principal shall appoint all three (3) members of the Committee from cognate areas at the College, or from the Academic Unit concerned at the St. John's campus, with the proviso that at least two (2) members of the Committee shall be Faculty Members at the College.

7.08 When no member of the Academic Unit or College Department can supply particular expertise which is required to assess candidates for a given position, the Administrative Head may include in the number of his or her appointees specified in Clause 7.07 a Faculty Member from a cognate area.

7.09 The Committee shall elect its own Chairperson.

7.10 The Administrative Head shall not be a member of the Search Committee, but may meet with the Committee at its invitation, or upon his or her request. The Committee shall have the option of holding meetings in the absence of the Administrative Head. The Administrative Head shall have the

option of attending any interview of a candidate with the Committee, and shall be notified of the date and place of such interviews at the time the candidate is notified.

7.11 Normally, transaction of business shall require the presence of all members of the Search Committee. In no case shall business be transacted in the absence of more than one (1) member or in the absence of the Chairperson. In a case where a Committee has fewer than five (5) members, all members must be present for the transaction of business.

7.12 In the event of a resignation from the Committee before the Committee has begun to interview candidates, an attempt shall be made to fill the resulting vacancy by election or appointment according to the manner in which the member to be replaced was designated.

7.13 If the number of eligible Faculty Members who agree to stand for election is fewer than the number specified in Clause 7.07, nonetheless the Committee shall be composed of those appointed and elected within the terms of Clause 7.07. If a Committee is formed under this provision with less than a full complement of members, and if one (1) or more eligible candidates have later made it known that they are available, the vacancies shall be filled before the Committee has begun to interview candidates. These position(s) shall be filled by election, following a further call for nominations, or by appointment, according to the manner in which the position(s) would originally have been filled.

7.14 The Search Committee shall not be required to perform duties outside the scope of this Article.

SEARCH PROCEDURES

7.15 Appointments for a period of one (1) year or more approved for search shall be advertised by the University in one (1) or more nationally-distributed print media selected so as to provide broad exposure to the position for potential applicants. Appointments for a period of less than one (1) year approved for search shall:

(a) be advertised in a nationally-distributed print medium

or

(b) be advertised in the *St. John's Evening Telegram* and, for positions at the College, in the *Western Star*, and notification shall be sent by the Administrative Head by E-mail, telefacsimile or regular mail to the appropriate department(s) at each Canadian University, and the University may advertise in any additional manner it deems appropriate.

A copy of the advertisement shall be sent to the Association and the Joint Equity Committee and shall be publicly posted near the offices of the Department of Human Resources. The position shall also be advertised at Sir Wilfred Grenfell College. The University shall list in the *Gazette* Academic Staff Member positions that are currently being advertised.

7.16 The Administrative Head shall receive all applications and nominations, and make all of them available to the members of the Search Committee. The candidates' complete application files shall be maintained by the Administrative Head and shall be available to members of the Department or Academic Unit concerned for viewing, only for the purpose of appointment. No candidate for a position shall

have access to the files of the other candidates for the same position.

7.17 The Search Committee shall:

(a) review the application files of those applicants who are Canadian citizens or permanent residents and, if there are no applicants of sufficient quality to be shortlisted, review the remaining application files;

(b) compile a shortlist of candidates;

(c) make the shortlist known to the Faculty Members of the Academic Unit (at the College, the department or College Department) and known to the Joint Equity Committee;

(d) interview the number of candidate(s) approved by the Dean, Director or Principal. Where the Committee has determined, on the basis of its examination of the application files, that no candidate is clearly superior to all other applicants, the Dean, Director or Principal shall approve no fewer than two (2) candidates to be interviewed. In cases where the first-ranked candidate appears clearly superior to all other applicants, a second candidate may be approved for interview only subsequent to the interview of the first candidate, and following a request from the Committee.

(e) arrange open meetings with all candidates who are interviewed;

(f) invite and consider advice from members of the Academic Unit (at the College, the department or College Department) concerned;

(g) provide a report to the Administrative Head; the report shall include a list of candidates recommended for appointment in order of preference, and a recommendation concerning academic rank for each recommended candidate; subsequent reports may be submitted as necessary.

or her recommendation to his or her immediate administrative superior together with the report of the Search Committee and shall concurrently inform the Search Committee of the identity and academic rank of the candidate(s) recommended for appointment. The Administrative Head shall recommend only individuals who have been recommended for appointment in the report of the Search Committee.

7.18 At the interview, the Administrative Head shall present to the candidate the following:

- (a) a copy of this Collective Agreement;
- (b) a written statement notifying him or her of the need to determine eligible moving expenses and eligible years towards sabbatical leave in accordance with this Collective Agreement;
- (c) a copy of relevant University policy and procedures concerning moving expenses.

7.21 Should the immediate administrative superior not be prepared to accept the first recommendation, it shall be referred back with a statement of reasons to the Administrative Head for further review in consultation with the Search Committee.

7.22 At Grenfell College, if there is a disagreement between the Search Committee and the Principal concerning rank, then a further recommendation as to the rank shall be sought from the Promotion and Tenure Committee.

When there is no interview, the candidate shall be sent such documents no later than the time an offer of appointment is made.

APPOINTMENT CRITERIA

7.19 Assessment of candidates shall be based primarily on their ability to perform the academic duties of the advertised position as evidenced by the candidates' degrees and their records of, and potential for, teaching, research and other scholarly, creative or professional work.

RECOMMENDATION OF THE ADMINISTRATIVE HEAD

7.20 The Administrative Head shall forward his

NOTIFICATION OF APPOINTMENT

- 7.23 Should the successful applicant accept the appointment, the Administrative Head shall notify the members of the Academic Unit.
- 7.24 A Faculty Member appointed to a position within the University shall receive a letter of appointment which shall specify the campus; Academic Department, School or Faculty; rank; type of appointment, effective date and duration, where applicable, and salary. Such letters shall normally be sent to the Faculty Member before he or she begins employment; however, in cases where he or she has been hired at short notice, the letter of appointment shall be sent within fifteen (15) days of the date when employment began. If any changes are subsequently made to the conditions of employment set out in the letter of appointment, these shall be agreed to in writing by both the University and the Faculty Member. The letter shall include a statement of the eligibility of the appointee for moving expenses.

Article 8

PROCEDURES FOR THE FORMATION OF PROMOTION AND TENURE COMMITTEES FOR FACULTY MEMBERS

- 8.01 Within each Academic Unit, a Promotion and Tenure Committee consisting of Faculty Members shall be established annually no later than May 1 to be in office for the following Academic Year. The Administrative Head shall initiate the process of establishing the Committee.
- 8.02 In addition to the exclusions in the remainder of this article, a Faculty Member is not eligible to serve on a Promotion and Tenure Committee if he or she:
- (a) is being considered for promotion;
 - (b) is being considered for tenure;
 - (c) is being considered for extension of probationary appointment;
 - (d) holds a term appointment with a duration of less than two years;
 - (e) has a conflict of interest as defined in Clause 1.42.
- 8.03 The Promotion and Tenure Committee shall consist of five (5) Faculty Members, no more than one (1) of whom shall be non-tenured; three (3) of whom shall be elected by the Faculty Members from within the Academic Unit and two (2) of whom shall be appointed by the Administrative Head. In the case of Academic Units with fewer than seven (7) Faculty Members, the Committee shall consist of all eligible Faculty Members of the Academic Unit, of whom no more than one (1) shall be non-tenured. As the need arises, one (1) of the persons appointed by the Administrative Head may be a Faculty Member from a cognate area.
- 8.04 If the number of eligible Faculty Members who agree to stand for election is fewer than the number specified in Clause 8.03, nonetheless the Committee shall be composed of those appointed and elected within the terms of Clause 8.03. If a Committee is formed under this provision with less than a full complement of members, and if one or more eligible candidates have later made it known that they are available, the vacancies shall be filled during the period September 15 to October 1. These position(s) shall be filled by election, following a further call for nominations, or by appointment, according to the manner in which the position(s) would originally have been filled.
- 8.05 The first meeting of the Committee shall be convened by the Administrative Head. The Committee shall elect its own Chairperson. The Administrative Head shall not be a member of the Committee, but may meet with the Committee by invitation of the Committee or upon his or her request. The Committee shall have the option of holding meetings in the absence of the Administrative Head. The Administrative Head shall have the option of attending any interview of a candidate with the Committee, and shall be notified of the date and place of such interviews at the time the candidate is notified.
- 8.06 In the event of a resignation from the Committee before September 15, an attempt shall be made to fill the resulting vacancy, either by election or appointment between September 15 and October 1, according to the manner in which the position(s) was originally filled.
- 8.07 At Grenfell College, the procedures for appointment of a Committee set out in Clauses 8.01 to 8.06 shall in general apply

except as follows:

- (a) For College Departments the Promotion and Tenure Committee shall consist of a standing group of five (5) members. Three (3) members shall be elected annually by Faculty Members at the College at large as follows: one (1) member from Arts, one (1) member from Science, and one (1) member from an area other than Arts or Science. Two (2) members shall be appointed by the Principal. No more than one (1) member of the committee shall be non-tenured. The Committee shall request, from all other Faculty Members in the candidate's academic discipline at the College, a written assessment of the candidate and may request additional information necessary to clarify issues related to the candidate's academic discipline. If the candidate is the only Faculty Member at the College in his or her discipline, these requests shall be made to the members of the Promotion and Tenure Committee of the appropriate Academic Unit on the St. John's campus as determined by the candidate.
- (b) For Academic Units with Department Heads, the Promotion and Tenure Committee shall consist of the three (3) elected Faculty Members specified in 8.07(a), and two (2) others appointed by the Department Head with at least one (1) of the appointees being a member of the candidate's department. No more than one (1) member of the Committee shall be non-tenured.

Article 9

THE ASSESSMENT FILE FOR RENEWAL OF APPOINTMENT, TENURE AND PROMOTION FOR FACULTY MEMBERS

- 9.01 Candidates for renewal of probationary appointment, promotion or tenure, in consultation with the Administrative Head, shall create an assessment file, which shall be considered by the Promotion and Tenure Committee. This file, as completed in accordance with this Article, shall contain all the documentation relevant to the evaluation process. Candidates may include a statement referring to their fulfillment of the relevant criteria in the areas of assessment as stated in Articles 11 and 12.
- 9.02 Before making the file available to the Promotion and Tenure Committee, the Administrative Head shall insert copies of any relevant documents previously placed in the official personal file of the candidate. Such documents shall be clearly marked as having been inserted by the Administrative Head.
- 9.03 Candidates shall submit materials for their file to the Administrative Head by September 15 in the case of consideration for renewal of probationary appointment or tenure and by October 15 in the case of consideration for promotion.
- 9.04 The Promotion and Tenure Committee or the Administrative Head may request additional information or material from the candidate or elsewhere in the University. Such requests shall be made in writing and shall form part of the file.
- 9.05 The assessment file shall be deemed to be an annex to the official personal file. As new documents are created or obtained in the assessment process, they shall be added to the assessment file. No material shall be included in the file which does not meet the requirements governing inclusion of material in the official personal file as specified in Clauses 1.43 to 1.66, except that the candidate may submit copies of books, articles or other similar materials for assessment purposes. The material in this file shall be governed by the provisions of Clause 3.05.
- 9.06 The assessment file shall be maintained by the academic administrator currently responsible for formulating a recommendation and shall be located in his or her office, except when signed out by a member of the Committee. If working copies are made for Committee members, the Chairperson of the Committee shall ensure their destruction at the conclusion of the assessment process.
- 9.07 The candidate shall have access to the file at any time upon request.
- 9.08 The Chairperson of the Committee shall inform the candidate in writing of the final content of the file considered by the Committee before any recommendation is made by the Committee.
- 9.09 Only in the case of promotion to Professor shall the file contain letters from external referees. These letters shall be solicited in accordance with Clauses 12.08 to 12.11.
- 9.10 After the Committee has submitted its report, no documents shall be added to the file except assessments and recommendations by academic administrators, as specified in this Collective Agreement, and correspondence

related to the evaluation process.

- 9.11 Concurrently with informing the candidate of his or her recommendation, the President shall transmit the file to the Director of Human Resources for inclusion in the official personal file and shall return to the candidate all copies of books, articles or other similar materials in accordance with Clause 1.51.

Article 10

PROCEDURES FOR PROMOTION AND TENURE OF FACULTY MEMBERS

- 10.01 The procedures specified in this Article shall apply to all assessments carried out by Faculty Member Promotion and Tenure Committees unless otherwise specified in this Collective Agreement.
- 10.02 Normally, transaction of business shall require the presence of all members. In no case shall business be transacted in the absence of more than one member or in the absence of the Chairperson. In the case of a Committee with fewer than five (5) members, all members must be present for the transaction of business.
- 10.03 Assessment procedures shall be initiated as follows:
- (a) Review of probationary appointees at the rank of Lecturer or Assistant Professor for continuation of appointment shall be initiated by the Administrative Head no later than September 1 in the third year of the appointment.
 - (b) Review of probationary appointees for tenure shall be initiated by the Administrative Head no later than September 1 in the fifth year of the appointment in the case of Lecturers and Assistant Professors, and the final year of the probationary appointment in the case of Associate Professors.
 - (c) Consideration of a Faculty Member for promotion shall follow upon formal application or nomination for such promotion. An application or nomination shall be made in writing to his or her Administrative Head by October 1. In the case of nomination the written consent of the candidate shall accompany the nomination.
- (d) At the time the Administrative Head initiates the review of a probationary appointee or receives an application or nomination for promotion, he or she shall request the Faculty Member to prepare materials for the assessment file as specified in Article 9. The Administrative Head shall present the file, prepared in consultation with the candidate, to the Committee not later than October 1 in the case of consideration for extension of probationary appointment or tenure, and not later than November 1 in the case of consideration for promotion.
- 10.04 The Committee may request a candidate to appear before it as part of the review procedure. In any case, a candidate shall, if he or she requests, be given the opportunity to appear before the Committee. In either case, the candidate shall be notified at least five (5) days before the date of the hearing.
- 10.05 If the initial decision of the Committee is not to make a positive recommendation, the Chairperson shall notify the candidate in writing, by November 1 in the case of tenure or extension of probationary appointment; by February 1 in the case of promotion to Assistant and Associate Professor; and by March 1 in the case of promotion to Professor. In this notice, the Committee shall state its concerns and offer to meet with the candidate to allow him or her to speak to these concerns. The candidate shall indicate in writing whether or not he or she wishes to meet with the

Committee. If the candidate elects to meet with the Committee, he or she shall have ten (10) days from the date of the notice to seek advice and prepare further documentation in preparation for such a meeting. The Committee shall review its initial recommendation following this meeting with the candidate.

10.06 After the Committee has completed its review of the candidate, it shall transmit its report to the Administrative Head. The Administrative Head shall forward his or her recommendation and the Committee's report to his or her immediate administrative superior, and shall concurrently inform the Committee of his or her recommendation. At the request of the Committee, the Administrative Head shall meet with the Committee to discuss his or her recommendation. The Administrative Head shall inform the candidate of both the Committee's and the Administrative Head's recommendations simultaneously with the forwarding of the recommendation to his or her immediate administrative superior.

10.07 The Promotion and Tenure Committee shall make reports to the Administrative Head concerning renewal, tenure and promotion of Faculty Members. The Committee shall not be required to perform additional duties.

Article 11

PROBATIONARY APPOINTMENT AND TENURE FOR FACULTY MEMBERS

11.01 A candidate for extension of probationary appointment or for tenure shall be considered at the times specified in this Article and in Clause 10.03. Candidates shall prepare and submit materials for the assessment file to the Administrative Head in accordance with Article 9.

his or her fifth year of service, and a Faculty Member with the rank of Associate Professor shall be considered for tenure in the final year of his or her probationary appointment. Appointments at the rank of Professor shall be tenured from the time of the initial appointment.

PROBATIONARY APPOINTMENTS

11.02 A probationary appointment is an appointment which shall lead to consideration for tenure according to the criteria and procedures specified in this Collective Agreement, unless the probationary appointment is not extended in accordance with this Article. A tenured appointment is a continuing appointment which shall not be terminated by the University except as provided for in this Collective Agreement.

11.05 A Lecturer promoted during his or her probationary period to the rank of Assistant Professor shall carry forward his or her years of service as a Lecturer for consideration for tenure.

11.06 Tenure shall not be granted at the rank of Lecturer. A Lecturer shall be promoted to the rank of Assistant Professor when granted tenure.

11.03 A probationary appointment at the rank of Lecturer or Assistant Professor shall be made for an initial period of three (3) years. A probationary appointment at the rank of Associate Professor shall be made for a period of two (2) years or three (3) years. The performance of Faculty Members holding such appointments shall be reviewed by the Promotion and Tenure Committee in October of each year of their probationary appointment, except the first year, for satisfactory progress towards meeting the criteria for tenure stated in this Article in accordance with the procedures specified in this Article.

11.07 Subject to Clause 22.64 a Lecturer shall not continue in that rank for more than six (6) years. If, at the expiration of six (6) years' regular full-time probationary service at the rank of Lecturer, he or she has not been promoted to the rank of Assistant Professor, his or her probationary appointment shall be terminated.

EXTENSION OF PROBATIONARY APPOINTMENT

11.04 Except as provided elsewhere in this Collective Agreement, a Faculty Member with the rank of Lecturer or Assistant Professor shall be considered for tenure in

11.08 Following the review of a Lecturer or Assistant Professor in the third year of probationary appointment, one of the following actions shall be taken by the University:

(a) if the performance of the Faculty Member is satisfactory, the probationary appointment shall be extended for two (2) years;

(b) if the performance of the Faculty

Member is unsatisfactory, the appointment to the University shall not be extended.

(a) if the performance of the Faculty Member is satisfactory, tenure shall be granted;

(b) in the case of a Faculty Member whose initial probationary appointment was for two (2) years, if the performance of the Faculty Member is unsatisfactory, the probationary appointment shall be extended for one (1) year and the Faculty Member shall be reviewed during that year; in the case of a Faculty Member whose initial appointment was for three (3) years, or who has been reviewed in the third year following an extension, if the performance of the Faculty Member is unsatisfactory, the appointment to the University shall not be extended.

CONSIDERATION FOR TENURE

11.09 Except as provided in Clause 11.10, following the review for tenure of a Lecturer or Assistant Professor in his or her fifth year of probationary appointment, one of the following actions shall be taken by the University:

(a) if the performance of the Faculty Member is satisfactory, tenure shall be granted;

(b) if the performance of the Faculty Member is unsatisfactory, his or her probationary appointment shall not be extended but he or she shall be offered a further one (1) year terminal appointment.

11.10 Where a Lecturer has not completed his or her doctorate at the time of tenure review under Clause 11.09, but completion of the degree requirements appears to be likely to occur by October 1 of the following year, consideration shall be given to a one (1) year extension of probation with a further tenure review. If the extension is granted under this Clause, the Lecturer shall either receive tenure and be promoted to Assistant Professor effective the beginning of the seventh year or the appointment to the University shall terminate at the end of the sixth year. In a further tenure review in the sixth year, the criteria for tenure shall remain those specified in Clause 11.19.

11.11 Following the review of an Associate Professor in his or her final year of probationary appointment, one of the following actions shall be taken by the University:

11.12 Notwithstanding Clauses 11.08 to 11.11, the Promotion and Tenure Committee may invite a Lecturer or Assistant Professor in his or her third or fourth year of probationary appointment, or an Associate Professor in the second year of a three-year probationary appointment, to be considered for tenure. Such invitation shall follow only upon a presumption of superior performance resulting from an initial consideration of the candidate's file by the Committee under Clause 11.03 or Clause 11.08, with the proviso that the expectation of achievement shall be higher, the earlier he or she is considered for tenure. The Faculty Member must provide his or her consent in writing to be considered for tenure under the provisions of this Clause.

11.13 In cases where candidates are considered for tenure under the provisions of Clause 11.12, one of the following actions shall be taken by the University:

(a) if the performance of the Faculty

Member satisfies the expectation of superior performance as stated in Clause 11.12, tenure shall be granted;

- (b) if the performance of the Faculty Member does not satisfy the expectation of superior performance as stated in Clause 11.12, the probationary appointment shall be extended for two (2) years, in the case of a Lecturer or Assistant Professor in his or her third year of probationary appointment. In the case of a Lecturer or Assistant Professor in his or her fourth year of probationary appointment, or an Associate Professor in the second year of a three-year probationary appointment, no action shall be taken.

11.14 In cases where candidates are considered for tenure under the provisions of Clause 11.12, the Promotion and Tenure Committee and the Administrative Head shall comply with the provisions of Clauses 10.05 and 10.06, except that their recommendations shall be limited as specified in Clause 11.13.

PART-TIME PROBATIONARY APPOINTMENTS

11.15 In the case of a Faculty Member holding a part-time probationary appointment, the years of service at the University counted towards eligibility for tenure review shall be prorated as follows: the years of service shall be taken to be the duration of the part-time appointment multiplied by the ratio of part-time/full-time. The years of service shall be rounded up to the next full year for any part of a year greater than 0.7.

INFORMING THE COMMITTEE AND THE CANDIDATE

11.16 Where the Dean, Director or Principal makes a negative recommendation to the Vice-President (Academic) on the extension of a probationary appointment or granting of tenure, the Promotion and Tenure Committee and the candidate shall be informed no later than December 15. In such a case, the Dean, Director or Principal shall give the candidate a statement of reasons and provide the Promotion and Tenure Committee's report and, where applicable, the Department Head's recommendation.

11.17 The President shall notify the candidate no later than February 1 of his or her recommendation to the Board. If the recommendation is not positive, the notification shall contain a statement of the reasons.

11.18 The Board shall notify the candidate in writing of its decision by March 1.

CRITERIA FOR TENURE

11.19 The criteria for the granting of tenure shall be satisfactory academic performance considering the probationary period as a whole, demonstrated professional growth since the date of appointment, and the promise of future development. Consideration shall also be given to academically relevant achievement prior to the probationary appointment. Considering the professional duties and responsibilities of Faculty Members as set out in Article 3, the areas of assessment for tenure shall be the following, with the greatest weight placed on (a) and (b):

- (a) effectiveness and scholarly competence as a teacher;

Recommendations and decisions shall be based on the evaluation of documentation compiled by the Faculty Member following suggestions in the CAUT Teaching Dossier. The Faculty Member shall select the particular components of the CAUT Teaching Dossier for inclusion in the file.

- (b) a demonstrated record, since the date of appointment, of research, scholarship, or creative and professional activities appropriate to the rank;

Factors that may be considered include but are not limited to: the publication of books, monographs, and contributions to edited books; papers in both refereed and non-refereed journals; papers delivered at professional meetings; participation in panels; unpublished research including current work in progress both supported and non-supported; editorial and refereeing duties; creative works and performances;

and scholarship evidenced by the candidate's depth and breadth of knowledge and general contributions to the research life and creative milieu of the University. The quality and originality of both published and unpublished work shall be considered.

- (c) a demonstrated record of academic service.

Service includes internal and external activities related to the functioning of the University. Factors that may be considered include, but are not limited to: participating in University, Faculty, and Departmental Committees; service in professional organizations and associations, for example, through holding office on executive boards and committees; general administrative duties; and community service where the individual has made a contribution by virtue of special academic competence.

11.20 Recommendations and decisions about the quality or quantity of activities shall be based solely on documentation in the file. Except in the case of an Assistant Professor (Research), Associate Professor (Research) or Professor (Research) with respect to teaching activities, if the documentation in the file includes no information about one or more of the three areas under consideration (teaching, research or service) this shall be grounds for a negative recommendation or decision.

11.21 A Faculty, School or College may adopt more detailed statements of criteria than those set out in this Article, so long as such statements are consistent with this Collective Agreement and are formally approved by a majority vote by ballot of the Faculty Members in the Faculty, School or College concerned. Copies of such statements shall be circulated

to all Faculty Members in the Faculty, School or College at least twenty (20) days before the ballot is distributed. The Dean, Director or Principal shall forward to the Association any such approved statement within twenty (20) days of the conclusion of the ballot.

Article 12

PROCEDURES AND CRITERIA FOR PROMOTION OF FACULTY MEMBERS

GENERAL PROCEDURES

- 12.01 Consideration of a Faculty Member for promotion follows upon formal application or nomination for such promotion. Such an application or nomination must be made in writing to his or her Administrative Head by October 1. Nomination shall require the written consent of the Faculty Member.
- 12.02 A candidate shall be assessed in accordance with the procedures set out in Article 10 except as otherwise specified in this Article.
- 12.03 Where the Dean or Principal is not prepared initially to accept the recommendation of the Department Head, he or she shall refer the recommendation back to the Department Head with his or her reasons, and the Promotion and Tenure Committee shall reconsider its recommendation in light of these reasons. The Head shall inform the candidate of any such reconsideration and the Committee may request an additional meeting with the candidate. The Promotion and Tenure Committee shall again report to the Head, and the Head to the Dean or Principal as specified in Clause 10.06.
- 12.04 Where the Dean, Director or Principal makes a negative recommendation to the Vice-President (Academic) regarding promotion, the Dean, Director or Principal shall inform the Promotion and Tenure Committee and the Faculty Member. In such a case, the Dean, Director or Principal shall give a statement of reasons and provide the Promotion and Tenure Committee's report and, where applicable,

the Department Head's recommendation.

- 12.05 In every case where a Faculty Member has applied for, or has been nominated for, promotion, the President shall receive and consider the recommendation from the Vice-President (Academic) and shall notify the candidate no later than May 1 of the President's recommendation to the Board. If the recommendation is not positive, the notification shall contain a statement of the reasons.
- 12.06 The Board shall notify the candidate in writing of its decision by June 1.
- 12.07 If a candidate is unsuccessful in consecutive years at any time following the minimum number of years as stated in Clauses 12.16(a) and 12.17(a) as appropriate, further consideration shall not occur until the second year following the second denial of promotion.

PROCEDURES FOR OBTAINING EXTERNAL APPRAISALS OF CANDIDATES FOR PROMOTION TO THE RANK OF PROFESSOR

- 12.08 The file of a Faculty Member being considered for promotion to the rank of Professor shall contain at least three (3) and no more than five (5) letters of reference from competent and recognized scholars in the relevant discipline external to the University. Referees shall have a national or international reputation for excellence in their field.

12.09 The Faculty Member shall submit to his or her Administrative Head a list of at least five (5) potential referees by October 15. The Administrative Head shall consult with the Faculty Member concerning the appropriateness of the names on the list for that purpose. At least two (2) of the referees contacted shall be chosen from the list submitted by the Faculty Member.

12.10 Additional referees shall be consulted only after the Dean, Director or Principal has consulted with the candidate, the Promotion and Tenure Committee and the Administrative Head (or the Chairperson of the College Committee, where appropriate), concerning the appropriateness of these names for the purpose.

12.11 The Dean, Director or Principal shall choose the referees subject to the provisions of Clauses 12.08 to 12.10, and request letters from them. In requesting letters, the Dean, Director or Principal shall seek an early response from the potential referees as to their willingness to act as a referee. In the event that any scholars contacted decline to serve as referee, the Dean, Director or Principal may approach additional scholars to request them to serve as referees. Any scholar chosen from the list submitted by the Faculty Member who declines to act as referee shall be replaced by another scholar chosen from the list submitted by the Faculty Member. When the letters are received, the Dean or Director shall transmit copies to the Administrative Head, where they will be added to the candidate's assessment file in accordance with Article 9.

CRITERIA FOR PROMOTION

12.12 To meet the criteria for promotion, the candidate shall provide evidence of a cumulative record of satisfactory academic performance during the review period and demonstrated professional growth. Considering the professional duties and responsibilities of Faculty Members as set out in Article 3, the areas of assessment for promotion shall be the following, with the greatest weight placed on (a) and (b):

- (a) effectiveness and scholarly competence as a teacher;

Recommendations and decisions shall be based on the evaluation of documentation compiled by the Faculty Member following suggestions in the CAUT Teaching Dossier. The Faculty Member shall select the particular components of the CAUT Teaching Dossier for inclusion in the file.

- (b) a demonstrated record of research, scholarship, or creative and professional activities;

Factors that may be considered include but are not limited to: the publication of books, monographs, and contributions to edited books; papers in both refereed and non-refereed journals; papers delivered at professional meetings; participation in panels; unpublished research including current work in progress both supported and non-supported; editorial and refereeing duties; creative works and performances; and scholarship evidenced by the candidate's depth and

breadth of knowledge and general contributions to the research life and creative milieu of the University. The quality and originality of a reasonable sampling of both published and unpublished work shall be considered. Promotion recommendations and decisions shall be based on the entire career but the candidate shall demonstrate progress since the most recent promotion decision in the body of work constituting research, scholarship or creative and professional activities.

- (c) a demonstrated record of academic service.

Service includes internal and external activities related to the functioning of the University. Factors that may be considered include, but are not limited to: participating in University, Faculty, and Departmental Committees; service in professional organizations and associations, for example, through holding office on executive boards and committees; general administrative duties; and community service where the individual has made a contribution by virtue of special academic competence.

- 12.13 Recommendations and decisions about the quality or quantity of activities shall be based solely on documentation in the file. Except in the case of an Assistant Professor (Research), Associate Professor (Research) or Professor (Research) with respect to teaching activities, if the documentation in the file includes no information about one or more of the three areas under consideration (teaching,

research or service) this shall be grounds for a negative recommendation or decision.

- 12.14 A Faculty, School or College may adopt more detailed statements of criteria than those set out in this Article, so long as such statements are consistent with this Collective Agreement and are formally approved by a majority vote by ballot of the Faculty Members in the Faculty, School or College concerned. Copies of such statements shall be circulated to all Faculty Members in the Faculty, School or College at least twenty (20) days before the ballot is distributed. The Dean, Director or Principal shall forward to the Association any such approved statement within twenty (20) days of the conclusion of the ballot.

PROMOTION TO THE RANK OF ASSISTANT PROFESSOR

- 12.15 A Faculty Member holding the rank of Lecturer shall be promoted to the rank of Assistant Professor when he or she receives an earned doctorate from a recognized University in a discipline appropriate to the appointment or equivalent professional qualification, or can show a satisfactory record of scholarly, professional or creative work in lieu thereof.

PROMOTION TO THE RANK OF ASSOCIATE PROFESSOR

- 12.16 (a) At the time of application or nomination for promotion to Associate Professor, a candidate shall normally have completed at least five (5) years of service at the rank of Assistant Professor, or shall have an equivalent combination of relevant professional experience and service at the rank of Assistant Professor. Previous experience at other recognized universities shall be considered.

- (b) An application or nomination for promotion to the rank of Associate Professor before the sixth year of service at the rank of Assistant Professor shall be considered and decided on its merits, with the proviso that promotion under such circumstances shall follow only upon demonstrated excellence and superiority in performance.
- (c) Considering the professional responsibilities and duties of Faculty Members as set out in Article 3, the criteria for promotion to the rank of Associate Professor are those set out in Clause 12.12 with appropriate adjustment to the standards for this rank using those criteria.
- (d) An exceptional record of scholarly, creative or professional work may be used to modify the standards usually applied under Clause 12.12(a). Similarly, a demonstrated record of sustained excellence in teaching may be used to modify the usual standards applied under Clause 12.12(b).

the rank of Associate Professor. Promotion after these minimum years of service will follow only upon demonstrated excellence and superiority in performance. A Faculty Member who has clearly established an international reputation as a scholar in his or her field, for example, by major publications or by national or international awards indicative of a high level of scholarly recognition, may be deemed eligible for promotion at any time.

- (b) An application or nomination for promotion to the rank of Professor before the sixth year of service at the rank of Associate Professor shall be considered and decided on its merits, with the proviso that promotion under such circumstances shall follow only upon demonstrated excellence and superiority in performance.
- (c) Considering the professional responsibilities and duties of Faculty Members as set out in Article 3, the criteria for promotion to the rank of Professor are those set out in Clause 12.12 with appropriate adjustment to the standards for this rank using those criteria.

- (d) In the absence of demonstrated scholarly excellence, neither teaching nor academic service, nor a combination of the two, shall render a Faculty Member eligible for promotion to the rank of Professor. Nevertheless, sustained excellence in these two areas, together with a satisfactory record of scholarly, creative or professional work, may make a Faculty Member eligible.

PROMOTION TO THE RANK OF PROFESSOR

- 12.17 (a) At the time of application or nomination for promotion to Professor, a candidate shall normally have at least five (5) years of service at the rank of Associate Professor, or shall have an equivalent combination of relevant professional experience and service at

- (e) A long period of employment with this or any other university shall not lower the standard for promotion to the rank of Professor.

Article 13

APPOINTMENT OF LIBRARIANS

13.01 The primary objective in recruiting is to develop the best possible library collection and service for the University.

13.02 Appointments of Librarians shall be probationary, tenured or term, as specified in Articles 18 and 23. The appointment of all Librarians shall be subject to the provisions of this Article unless otherwise specified in this Collective Agreement.

INITIATING APPOINTMENTS

13.03 When a vacancy arises or when a position is to be created, the University Librarian, in formal consultation with the Librarians in the divisions concerned, shall define the nature of the appointment to be made and request that the position be filled. The University Librarian shall formally consult the Search Committee concerning the wording and placement of the advertisement.

13.04 In addition, with regard to the Health Sciences Library, the University Librarian shall consult with the Dean of Medicine and, with regard to positions at Sir Wilfred Grenfell College, with the Principal.

FORMATION OF SEARCH COMMITTEES

13.05 Search Committees shall be formed within the Library with respect to each appointment. Subject to the prior formal decision by the Librarians, a single Committee may be established annually to take responsibility for all appointments over the course of the Academic Year, or separate Committees may be formed individually for each appointment, or a combination.

13.06 No appointments of Librarians shall be made without the advice of a Search Committee as specified in this Article.

13.07 Except for appointments to positions in the Grenfell College Library, the Search Committee shall consist of five (5) Librarians, three (3) of whom shall be elected by the Librarians and two (2) of whom shall be appointed by the University Librarian except as provided for under Clause 13.08.

13.08 In the case of the Health Sciences Library, the appointments to the Search Committee shall be made jointly by the Dean of Medicine and the University Librarian.

13.09 In the case of the Sir Wilfred Grenfell College, the Search Committee shall consist of five (5) Academic Staff Members, three (3) elected by the Librarians and two (2) appointed. The elected Librarian members shall come from the College. If there are not three (3) Librarian members available at the College to be elected to the Committee, the remainder of the elected members shall be elected from among the Librarians at the St. John's campus. Both of the appointed members shall be Academic Staff Members at the College. The appointments to the Committee shall be made jointly by the Principal and the University Librarian.

13.10 Notwithstanding Clause 13.07, when no Librarian can supply the particular expertise which is required to assess candidates for a given position, the University Librarian may include in the number of his or her appointees specified in Clause 13.07 a Faculty Member from a cognate area.

13.11 In the event of a resignation from the Search Committee before the Committee has begun to interview candidates for a given position, it shall be filled by election or appointment according to the manner in which the member to be replaced was designated.

13.12 If the number of eligible Librarians who agree to stand for election is fewer than the number specified in Clauses 13.07 and 13.09, nonetheless the Search Committee shall be composed of those appointed and elected within the terms of Clauses 13.07 to 13.09. If a Committee is formed under this provision with less than a full complement of members, and if one (1) or more eligible candidates have later made it known that they are available, the vacancies shall be filled before the Committee has begun to interview candidates. These position(s) shall be filled by election, following a further call for nominations, or by appointment, according to the manner in which the position(s) would originally have been filled.

13.13 The Committee shall elect its own Chairperson.

13.14 The University Librarian shall not be a member of the Search Committee, but may meet with the Committee at its invitation, or upon his or her request. The Committee shall have the option of holding meetings in the absence of the University Librarian. The University Librarian shall have the option of attending any interview of a candidate with the Committee, and shall be notified of the date and place of such interviews at the time the candidate is notified. Similar conditions shall apply for the Dean of Medicine and the Principal when appointments are made at the Health Sciences Library and the College Library,

respectively.

13.15 Normally, transaction of business shall require the presence of all members of the Search Committee. In no case shall business be transacted in the absence of more than one (1) member or in the absence of the Chairperson. In a case where a Committee has fewer than five (5) members, all members must be present for the transaction of business.

13.16 The Search Committee shall not be required to perform duties outside the scope of this Article.

SEARCH PROCEDURES

13.17 Appointments for a period of one (1) year or more approved for search shall be advertised by the University in one (1) or more nationally distributed print media selected so as to provide broad exposure to the position for potential applicants. Appointments for a period of less than one (1) year approved for search shall:

(a) be advertised in a nationally distributed print medium

or

(b) be advertised in the *St. John's Evening Telegram* and, for positions at the College, in the *Western Star*, and notification shall be sent by the University Librarian by E-mail, telefacsimile or regular mail to libraries at each Canadian university and to each Canadian library school. The University may advertise in any additional manner it deems appropriate.

A copy of the advertisement shall be sent to the Association and to the Joint Equity Committee, and shall be publicly posted

near the offices of the Department of Human Resources. The position shall also be advertised at Sir Wilfred Grenfell College. The University shall list in the *Gazette* Librarian positions that are currently being advertised.

13.18 The University Librarian shall receive all applications and nominations, and make all of them available to the members of the Search Committee. The candidates' complete application files shall be maintained by the University Librarian and shall be available to the Librarians for viewing, only for the purpose of appointment. No candidate for a position shall have access to the files of the other candidates for the same position.

13.19 Candidates who are Academic Staff Members shall create an application file which shall be considered by the Search Committee. This file shall contain all the documentation relevant to the search process, and shall be subject to the same conditions as set out for assessment files in Clauses 15.05 to 15.12.

13.20 The following conditions shall govern an application file:

- (a) The file may include evaluations or letters of reference written by Search Committee members.
- (b) The Search Committee may request additional information or material. A candidate who is an Academic Staff Member shall be informed of the final content of the file considered by the Committee.
- (c) Assessments and correspondence related to the search process which are subsequently produced and no other

documents, shall be added to the file.

13.21 The Search Committee shall:

- (a) review the application files of those applicants who are Canadian citizens or permanent residents and, if there are no applicants of sufficient quality to be shortlisted, review the remaining application files;
- (b) compile a shortlist of candidates;
- (c) make the shortlist known to the Librarians and to the Joint Equity Committee;
- (d) interview the number of candidate(s) approved by the University Librarian. Where the Committee has determined, on the basis of its examination of the application files, that no candidate is clearly superior to all other applicants, the University Librarian shall approve no fewer than two (2) candidates to be interviewed. In cases where the first-ranked candidate appears clearly superior to all other applicants, a second candidate may be approved for interview only subsequent to the interview of the first candidate, and following a request from the Committee.
- (e) arrange meetings so that all Librarians shall have the opportunity to meet and assess each candidate who is interviewed;
- (f) invite and consider advice from members of the Library and of other Academic Units where appropriate;
- (g) provide a report to the University Librarian; the report shall include a

list of candidates recommended for appointment in order of preference, and a recommendation concerning academic rank for each recommended candidate; subsequent reports may be submitted as necessary.

13.22 At the interview, the University Librarian shall present to the candidate the following:

- (a) a copy of this Collective Agreement;
- (b) a written statement notifying him or her of the need to determine eligible moving expenses and eligible years towards sabbatical leave in accordance with this Collective Agreement;
- (c) a copy of relevant University policy and procedures concerning moving expenses.

When there is no interview, the candidate shall be sent such documents no later than the time an offer of appointment is made.

APPOINTMENT CRITERIA

13.23 The minimum qualification for appointment as a Librarian is a graduate degree from a programme in Library Science accredited by the American Library Association or an equivalent organization acceptable to the University.

13.24 Assessment of candidates shall be based primarily on their ability to perform the academic and professional duties of the advertised position as evidenced by the candidates' degrees and their records of and potential for a high standard of practice and continued professional development.

13.25 The Library may adopt more detailed statements than those set out in the preceding clauses governing criteria and procedures for searches and the functioning of Search Committees, as long as such statements are consistent with this Collective Agreement and are formally approved by a majority vote by ballot of the Librarians. Copies of such statements shall be circulated to all Librarians at least twenty (20) days before the ballot is distributed. The University Librarian shall forward to the Association any such approved statement within twenty (20) days of the conclusion of the ballot.

RECOMMENDATION OF THE ADMINISTRATIVE HEAD

13.26 The University Librarian shall forward his or her recommendation to the Vice-President (Academic) together with the report of the Search Committee and shall concurrently inform the Search Committee of the identity and academic rank of the candidate(s) recommended for appointment. The University Librarian shall recommend only individuals who have been recommended for appointment in the report of the Search Committee.

13.27 In the case of the Health Sciences Library and the Grenfell College Library the Search Committee shall report simultaneously to the University Librarian and the Dean or Principal. The University Librarian and the Dean or Principal shall recommend an appointment jointly through the Vice-President (Academic).

13.28 If there is a disagreement between the Search Committee and the University Librarian concerning rank or tenure, a further recommendation as to the rank or tenure shall be sought from the Search Committee.

Librarian at the time of his or her appointment of his or her principal duties and responsibilities. Such duties and responsibilities may be amended from time to time by mutual consent.

13.29 Should the Vice-President not be prepared to accept the first recommendation of the University Librarian, it shall be referred back to the University Librarian, with a statement of reasons, for further review in consultation with the Search Committee.

13.30 The recommendation of the Vice-President (Academic) shall be sent to the President. Simultaneously, the Vice-President (Academic) shall send a letter to any candidate who is an Academic Staff Member stating whether the recommendation is positive or negative, and if negative stating the reasons.

NOTIFICATION OF APPOINTMENT

13.31 Should the successful applicant accept the appointment, the University Librarian shall notify the Librarians within two (2) weeks.

13.32 A Librarian appointed to a position in the Library shall receive a letter of appointment which shall specify the campus, library, and division; the person to whom he or she shall report; rank; type of appointment; effective date and duration, where applicable; and salary. Such letters shall normally be sent to the Librarian before he or she begins employment; however, in cases where he or she has been hired at short notice, the letter of appointment shall be sent within fifteen (15) days of the date when employment began. If any changes are subsequently made to the conditions of employment set out in the letter of appointment, these shall be agreed to in writing by both the University Librarian and the Librarian. The letter shall include a statement of the eligibility of the appointee for moving expenses.

13.33 The University Librarian shall notify each

Article 14

PROCEDURES FOR THE FORMATION OF PROMOTION AND TENURE COMMITTEES FOR LIBRARIANS

- 14.01 A Promotion and Tenure Committee consisting of Librarians shall be established annually no later than May 1 to be in office for the following Academic Year. The University Librarian shall initiate the process of establishing the Committee.
- 14.02 In addition to the exclusions in the remainder of this article, a Librarian is not eligible to serve on a Promotion and Tenure Committee if he or she:
- (a) is being considered for promotion;
 - (b) holds a probationary appointment;
 - (c) holds a term appointment with a duration of less than two years;
 - (d) has a conflict of interest as defined in Clause 1.42.
- 14.03 The Promotion and Tenure Committee shall consist of five (5) Librarians, three (3) of whom shall be elected by the Librarians, and two (2) of whom shall be appointed by the University Librarian.
- 14.04 For Librarians at the Health Sciences Library, the Promotion and Tenure Committee shall be composed of the three (3) elected Librarians specified in Clause 14.03 and two (2) Librarians appointed by the University Librarian after consultation with the Dean of Medicine.
- 14.05 For Librarians at the Sir Wilfred Grenfell College Library, the Promotion and Tenure Committee shall be composed of the three (3) elected Librarians specified in Clause 14.03 and two (2) Academic Staff Members from the College appointed by the University Librarian after consultation with the Principal of the College.
- 14.06 If the number of eligible Librarians who agree to stand for election is fewer than the number specified in Clause 14.03, nonetheless the Promotion and Tenure Committee shall be composed of those appointed and elected within the terms of Clause 14.03. If a Committee is formed under this provision with less than a full complement of members, and if one or more eligible candidates have later made it known that they are available, the vacancies shall be filled during the period September 15 to October 1. These position(s) shall be filled by election following a further call for nominations, or by appointment, according to the manner in which the position(s) would originally have been filled.
- 14.07 In the event of a resignation from the Promotion and Tenure Committee, an attempt shall be made to fill the resulting vacancy either by election, or by appointment, according to the manner in which the position was originally filled. No position on the Committee shall be replaced for a particular candidate after that candidate's assessment process has begun.
- 14.08 The first meeting of the Promotion and Tenure Committee shall be convened by the University Librarian. The Committee shall elect its own Chairperson. The University Librarian shall not be a member of the Committee, but may meet with the Committee by invitation of the Committee or upon his or her request. The Committee shall have the option of holding meetings in the absence of the University Librarian. The University Librarian shall have the option of attending any interview of a candidate with the Committee, and shall be notified of the date and place of

such interviews at the time the candidate is notified. Similar conditions shall apply to the Dean of Medicine and the Principal when the Committee is evaluating a Librarian from the Health Sciences Library and the College Library, respectively.

- 14.09 Once a Promotion and Tenure Committee starts its assessment of a candidate, it shall remain in place for that candidate until the recommendation of the Vice-President (Academic) has been sent to the President and to the Committee.

Article 15

THE ASSESSMENT FILE FOR RENEWAL OF APPOINTMENT, TENURE AND PROMOTION OF LIBRARIANS

- 15.01 Candidates for renewal of probationary appointment, promotion or tenure, in consultation with the University Librarian, shall create an assessment file, which shall be considered by the Promotion and Tenure Committee. This file, as completed in accordance with this Article, shall contain all the documentation relevant to the evaluation process. Candidates may include a statement referring to their fulfilment of the relevant criteria in the areas of assessment as stated in Articles 17 and 18.
- 15.02 Before making the file available to the Promotion and Tenure Committee, the University Librarian shall insert copies of any relevant documents previously placed in the official personal file of the candidate. Such documents shall be clearly marked as having been inserted by the University Librarian.
- 15.03 Candidates shall submit materials for their file to the University Librarian within twenty (20) days following the anniversary date of their appointments in the case of consideration for renewal of probationary appointment or tenure, and by October 15 in the case of consideration for promotion.
- 15.04 The Promotion and Tenure Committee or the University Librarian may request additional information or material from the candidate or elsewhere in the University. Such requests shall be made in writing and shall form part of the file.
- 15.05 The assessment file shall be deemed to be an annex to the official personal file. As new documents are created or obtained in the assessment process, they shall be added to the assessment file. No material shall be included in the file which does not meet the requirements governing inclusion of material in the official personal file as specified in Clauses 1.43 to 1.66, except that the candidate may submit copies of books, articles or other similar materials for assessment purposes. The material in this file shall be governed by the provisions of Clause 4.06.
- 15.06 The file may include evaluations or letters of reference written by members of the Promotion and Tenure Committee.
- 15.07 The assessment file shall be maintained by the academic administrator currently responsible for formulating a recommendation and shall be located in his or her office, except when signed out by a member of the Promotion and Tenure Committee. If working copies are made for Committee members, the Chairperson of the Committee shall ensure their destruction at the conclusion of the assessment process.
- 15.08 The candidate shall have access to the file at any time upon request.
- 15.09 The Chairperson of the Promotion and Tenure Committee shall inform the candidate in writing of the final content of the file considered by the Committee before any recommendation is made by the Committee.
- 15.10 After the Promotion and Tenure Committee has submitted its report, no documents shall be added to the file except assessments and recommendations by academic administrators, as specified in this Collective Agreement, and correspondence related to the evaluation

process.

15.11 Concurrently with informing the candidate of his or her recommendation, the President shall transmit the file to the Director of Human Resources for inclusion in the official personal file and shall return to the candidate all copies of books, articles or other similar materials in accordance with Clause 1.51.

Article 16

PROCEDURES FOR PROMOTION AND TENURE COMMITTEES FOR LIBRARIANS

- 16.01 The procedures specified in this Article shall apply to all assessments made by Library Promotion and Tenure Committees unless otherwise specified elsewhere in this Collective Agreement.
- 16.02 Normally, transactions of business shall require the presence of all members. In no case shall business be transacted in the absence of more than one member or in the absence of the Chairperson. In the case of a Committee with fewer than five (5) members, all members must be present for the transaction of business.
- 16.03 Assessment procedures for renewal of a probationary appointment and for tenure shall be initiated as follows:
- (a) Review of probationary appointees at the rank of Librarian I or II for continuation of appointment or tenure shall be initiated by the University Librarian at the end of the third year of the appointment.
 - (b) Review of probationary appointees for tenure shall be initiated by the University Librarian at the end of the fifth year of the appointment if the candidate has the rank of Librarian I or II, and at the end of the second year of the appointment if the candidate has the rank of Librarian III or IV.
 - (c) Not later than the anniversary date of the appointment, the University Librarian shall initiate the review of a probationary appointee by requesting the Librarian to prepare materials for the assessment file as specified in Article 15. The University Librarian shall present the file prepared in consultation with the candidate to the Committee not later than thirty (30) days following the anniversary date of the candidate's appointment.
- 16.04 Assessment procedures for promotion shall be initiated as follows:
- (a) Consideration of a Librarian for promotion shall follow upon formal application or nomination for such promotion. An application shall be made in writing to the University Librarian by October 1. In the case of nomination, the written consent of the candidate shall accompany the nomination.
 - (b) At the time the University Librarian receives an application or nomination for promotion, he or she shall request the Librarian to prepare materials for the assessment file as specified in Article 15. The University Librarian shall present the file prepared in consultation with the candidate to the Committee not later than November 1.
- 16.05 The Promotion and Tenure Committee may request a candidate to appear before it as part of the review procedure. In any case, a candidate shall, if he or she requests, be given the opportunity to appear before the Committee. In either case, the candidate shall be notified at least five (5) days before the date of the hearing.
- 16.06 If the initial decision of the Promotion and Tenure Committee is not to make a positive

recommendation with respect to renewal of a probationary appointment or tenure, the Chairperson shall so inform the candidate in writing, not later than fifty (50) days after the anniversary date of the candidate's appointment.

16.07 If the initial decision of the Promotion and Tenure Committee is not to make a positive recommendation with respect to promotion, the Chairperson shall so inform the candidate in writing, by February 1.

16.08 In the written notice specified in Clauses 16.06 and 16.07, the Committee shall state its concerns and offer to meet with the candidate to allow him or her to speak to these concerns. The candidate shall indicate in writing whether or not he or she wishes to meet with the Committee. If the candidate elects to meet with the Committee, he or she shall have ten (10) days from the date of the notice to seek advice and prepare further documentation in preparation for such a meeting. The Committee shall review its initial recommendation following this meeting with the candidate.

16.09 After the Promotion and Tenure Committee has completed its review of a candidate, it shall transmit its report to the University Librarian. Where the University Librarian shares responsibility with the Principal of Sir Wilfred Grenfell College or the Dean of Medicine, recommendations of the Promotion and Tenure Committee shall be made to both individuals jointly. At the request of the Committee, the University Librarian shall meet with the Committee to discuss his or her recommendation.

16.10 The University Librarian shall forward his or her recommendation and the Promotion and Tenure Committee's report to the Vice-

President (Academic) and shall concurrently inform the Committee of his or her recommendation. The University Librarian shall inform the candidate of both the Committee's and the University Librarian's recommendations simultaneously with forwarding the recommendation to the Vice-President (Academic).

16.11 In addition to the assessment procedures specified in Clauses 16.03 to 16.10, the Promotion and Tenure Committee shall review the performance of probationary appointees as specified in Clause 17.05, at the end of the first year of the appointment and again at the end of the second and fourth years unless a decision to tenure has been reached. No later than the anniversary date of the appointment, the committee shall request a file for this purpose from the Librarian. The Committee shall forward its report to the Librarian's official personal file through the University Librarian.

16.12 Following the completion of the report in Clause 16.11, the Promotion and Tenure Committee may invite a Librarian to be considered for tenure. The Committee shall notify the University Librarian of the invitation. The Librarian must provide his or her consent in writing to be considered for tenure under the provisions of this Clause. Within ten (10) days of receiving the written approval of the candidate, the University Librarian shall initiate a review for tenure as specified in Clauses 16.03 to 16.10, except that the date the University Librarian initiates the review for tenure shall substitute for the anniversary date in Clauses 16.03(c) and 16.06.

16.13 The Committee shall not be required to perform duties not outlined in this Clause.

Article 17

PROBATIONARY APPOINTMENT AND TENURE FOR LIBRARIANS

17.01 A candidate for renewal of probationary appointment or for tenure shall be considered on the anniversary dates specified in this Article and in Clause 16.03. Candidates shall be notified in writing by the University Librarian by the anniversary date. Candidates shall prepare and submit materials for the assessment file to the University Librarian in accordance with Article 15.

PROBATIONARY APPOINTMENTS

17.02 A probationary appointment is an appointment which shall lead to consideration for tenure according to the criteria and procedures specified in this Collective Agreement, unless the probationary appointment is not extended in accordance with this Article. A tenured appointment is a continuing appointment which shall not be terminated by the University except as provided for in this Collective Agreement.

17.03 An appointment with tenure shall not be made at the rank of Librarian I or Librarian II. An appointment with tenure at the rank of Librarian III or Librarian IV shall not be made without a positive recommendation for tenure by the Search Committee.

17.04 A probationary appointment at the rank of Librarian I or Librarian II shall be made for an initial period of four (4) years. A probationary appointment at the rank of Librarian III or Librarian IV shall be made for a period of three (3) years.

17.05 The performance of a Librarian holding a probationary appointment shall be reviewed by the Promotion and Tenure Committee

each year following the anniversary date of the appointment, beginning with the first anniversary, either by the procedures specified in Clauses 16.03 to 16.10 or by the procedures specified in Clauses 16.11 and 16.12. His or her performance shall be reviewed for satisfactory progress towards meeting the criteria for tenure stated in this Article.

17.06 Except as provided elsewhere in this Collective Agreement, a Librarian I or Librarian II shall be considered for tenure during the review which follows the third anniversary date of the probationary appointment. If tenure is not granted and the probationary appointment is extended for two years in accordance with Clause 17.10(b), the Librarian shall be considered for tenure again during the review which follows the fifth anniversary date of the probationary appointment. A Librarian III or Librarian IV shall be considered for tenure during the review which follows the second anniversary date of the probationary appointment.

17.07 A Librarian who is promoted during his or her probationary period shall carry forward his or her years of service in the lower rank for consideration for tenure.

17.08 Tenure shall not be granted at the rank of Librarian I. A Librarian I shall be promoted to the rank of Librarian II when granted tenure.

17.09 Subject to Clauses 22.64 and 17.17, a Librarian I shall not continue in that rank for more than six (6) years. If at the expiration of six (6) years' service at the rank of Librarian I, he or she has not been promoted to the rank of Librarian II, his or her appointment shall be terminated.

EXTENSION OF PROBATIONARY APPOINTMENT AND GRANTING TENURE

17.10 After the review of a Librarian I or Librarian II that is initiated following the third anniversary date of the probationary appointment as specified in Clause 16.03 (a), one of the following actions shall be taken by the University:

- (a) if his or her performance meets the criteria for tenure, tenure shall be granted;
- (b) if his or her performance is satisfactory but does not meet the criteria for tenure, his or her probationary appointment shall be extended for two (2) years;
- (c) if his or her performance is unsatisfactory, the appointment shall not be extended.

17.11 After the review for tenure of a Librarian I or Librarian II that is initiated following the fifth anniversary date of the probationary appointment as specified in Clause 16.03 (b), one of the following actions shall be taken by the University:

- (a) if his or her performance meets the criteria for tenure, tenure shall be granted;
- (b) if his or her performance is unsatisfactory, the appointment shall not be extended.

17.12 After the review of a Librarian III or Librarian IV that is initiated following the second anniversary date of the probationary appointment, one of the following actions shall be taken by the University:

- (a) if his or her performance meets the criteria for tenure, tenure shall be granted;
- (b) if his or her performance is unsatisfactory, the appointment to the University shall not be extended.

17.13 An Appointment with tenure shall begin on the anniversary date which follows the tenure decision.

17.14 Notwithstanding Clauses 17.10 to 17.12, the Promotion and Tenure Committee may invite a Librarian I or Librarian II to be considered for tenure following the review which follows the first, second or fourth anniversary date of the probationary appointment, or a Librarian III or Librarian IV following the review which follows the first anniversary date of the probationary appointment. Based on its assessment of the review file, the Committee should issue an invitation if it appears probable that the Librarian meets the criteria for tenure at that time. The Librarian must provide his or her consent in writing to be considered for tenure under the provisions of this Clause.

17.15 In cases where candidates are considered for tenure under the provisions of Clause 17.14, one of the following actions shall be taken by the University:

- (a) if the performance of the Librarian satisfies the criteria for tenure, tenure shall be granted;
- (b) if the performance of the Librarian does not satisfy the criteria for tenure, no action shall be taken.

the University Librarian shall give the candidate a statement of reasons and provide the Promotion and Tenure Committee's report.

17.16 In cases where candidates are considered for tenure under the provisions of Clause 17.14, the Promotion and Tenure Committee and the University Librarian shall comply with the provisions of Clauses 16.06, 16.08, 16.09 and 16.12, except that their recommendations shall be limited as specified in Clause 17.15.

17.19 The President shall notify the candidate no later than seven (7) months prior to the termination date of the probationary appointment of his or her recommendation to the Board. If the recommendation is not positive, the notification shall contain a statement of the reasons.

17.20 The Board shall notify the candidate in writing of its decision no later than six (6) months prior to the termination date of the probationary appointment.

PART-TIME APPOINTMENTS

PROBATIONARY

17.17 In the case of a Librarian holding a part-time probationary appointment, the years of service at the University counted towards eligibility for tenure review shall be prorated as follows: the years of service shall be taken to be the duration of the part-time appointment multiplied by the ratio of part-time/full-time. The years of service shall be rounded up to the next full year for any part of a year greater than 0.7.

CRITERIA FOR TENURE

17.21 The criteria for the granting of tenure shall be:

INFORMING THE COMMITTEE AND THE CANDIDATE

17.18 Where the University Librarian makes a negative recommendation to the Vice-President on the extension of a probationary appointment or granting of tenure, the Promotion and Tenure Committee and the candidate shall be informed no later than eight (8) months prior to the termination date of the probationary appointment. In such a case,

- (a) an effective contribution appropriate to the rank in the areas of primary responsibility; in the case of a Librarian I or II, the contribution should exhibit a level of skills, judgement and independence appropriate to an academic librarian at the first tenure review specified in Clause 17.06;
- (b) demonstrated professional growth since the date of appointment; and
- (c) the promise of future development.

Consideration shall be given to the probationary period as a whole, and also to relevant professional achievement prior to the probationary appointment.

17.22 Considering the professional duties and responsibilities of Librarians as set out in Article 4, the areas of assessment for tenure shall be the following, with the greatest weight placed on (a):

- (a) professional competence and effectiveness as a Librarian appropriate to the rank;

Factors that may be considered include but are not limited to: performance of assigned responsibilities and related activities; the development of innovations in the Library.

- (b) a demonstrated record of academic service;

Service includes internal and external activities related to the functioning of the University. Factors that may be considered include, but are not limited to: participating in University, Library and other relevant Committees; service in professional organizations and associations, for example, through holding office on executive boards and committees; general administrative duties; and community service where the individual has made a contribution by virtue of special academic competence.

- (c) a demonstrated record of research, scholarship, creative or professional activities;

Factors which may be considered include but are not limited to: the development of innovations in the

Library; publications; papers delivered at professional meetings; participation in panels; unpublished research including current work in progress both supported and non-supported; editorial and refereeing duties; creative works and performances; scholarship evidenced by the candidate's depth and breadth of knowledge and general contributions to the research life and creative milieu of the University. The quality and originality of both published and unpublished work shall be considered.

17.23 Recommendations and decisions about the quality or quantity of activities shall be based solely on documentation in the file. If the documentation in the file includes no information about one or more of the three areas under consideration in 17.22 (a),(b) and (c) this shall be grounds for a negative recommendation or decision.

17.24 The Library may adopt more detailed statements of criteria than those set out in this Article, so long as such statements are consistent with this Collective Agreement and are formally approved by a majority vote by ballot of the Librarians. Copies of such statements shall be circulated to all Librarians at least twenty (20) days before the ballot is distributed. The University Librarian shall forward to the Association any such approved statement within twenty (20) days of the conclusion of the ballot.

Article 18

PROCEDURES AND CRITERIA FOR PROMOTION OF LIBRARIANS

GENERAL PROCEDURES

18.01 Consideration of a Librarian for promotion follows upon formal application or nomination for such promotion. Such an application or nomination shall be made in writing to the University Librarian by October 1. Nomination shall require the written consent of the Librarian.

18.02 A candidate shall be assessed in accordance with the procedures set out in Article 16 except as otherwise specified in this Article.

18.03 Where the University Librarian is not prepared initially to accept the recommendation of the Promotion and Tenure Committee, he or she shall refer the recommendation back to the Committee with his or her reasons, and the Committee shall reconsider its recommendation in light of these reasons. The University Librarian shall inform the candidate of any such reconsideration and the Committee may request an additional meeting with the candidate. The Committee shall again report to the University Librarian and the University Librarian to the Vice-President (Academic) as specified in Clauses 16.09 and 16.10.

18.04 Where the University Librarian makes a negative recommendation to the Vice-President (Academic) regarding promotion, the University Librarian shall inform the Promotion and Tenure Committee and the Librarian. In such a case, the University Librarian shall give a statement of reasons and provide the Promotion and Tenure Committee's report.

18.05 In every case where a Librarian has applied for, or has been nominated for, promotion, the President shall receive and consider the recommendation from the Vice-President (Academic) and shall notify the candidate no later than May 1 of the President's recommendation to the Board. If the recommendation is not positive, the notification shall contain a statement of the reasons.

18.06 The Board shall notify the candidate in writing of its decision by June 1.

18.07 If a candidate for promotion is unsuccessful in consecutive years at any time following the minimum number of years as stated in Clauses 18.13(a) and 18.16(a) as appropriate, further consideration shall not occur until the second year following the second denial of promotion.

CRITERIA FOR PROMOTION

18.08 To meet the criteria for promotion, the candidate shall provide evidence of a cumulative record of satisfactory performance during the review period and demonstrated professional growth. Considering the professional duties and responsibilities of Librarians as set out in Article 4, the areas of assessment for promotion shall be the following, with the greatest weight placed on (a):

- (a) professional competence and effectiveness as a Librarian;

Factors that may be considered include but are not limited to:

performance of assigned responsibilities; related activities; and the development of innovations in the Library.

- (b) a demonstrated record of academic service;

Service includes internal and external activities related to the functioning of the University. Factors that may be considered include, but are not limited to: participating in University, Library and related Committees; service in professional organizations and associations, for example, through holding office on executive boards and committees; general administrative duties; and community service where the individual has made a contribution by virtue of special academic competence.

- (c) a demonstrated record of research, scholarship, or creative, or professional activities;

Factors which may be considered include but are not limited to: the development of innovations in the Library; publications; papers delivered at professional meetings; participation in panels; unpublished research including current work in progress both supported and non-supported; editorial and refereeing duties; creative works and performances; scholarship evidenced by the candidate's depth and breadth of knowledge and general contributions to the research life and creative milieu of the University. The quality and

originality of both published and unpublished work shall be considered.

- (d) teaching.

Recommendations and decisions shall be based on the evaluation of documentation compiled by the Librarian following suggestions in the CAUT Teaching Dossier. The Librarian shall select the particular components of the CAUT Teaching Dossier for inclusion in the file.

18.09 Recommendations and decisions about the quality or quantity of activities shall be based solely on documentation in the file. If the documentation in the file includes no information about one or more of the areas specified in Clause 18.08 (a), (b), and (c), this shall be grounds for a negative recommendation or decision.

18.10 The Library may adopt more detailed statements of criteria than those set out in this Article, so long as such statements are consistent with this Collective Agreement and are formally approved by a majority vote by ballot of the Librarians. Copies of such statements shall be circulated to all Librarians at least twenty (20) days before the ballot is distributed. The University Librarian shall forward to the Association any such approved statement within twenty (20) days of the conclusion of the ballot.

PROMOTION TO THE RANK OF LIBRARIAN II

18.11 The criteria for promotion to Librarian II shall be those specified for the attainment of tenure in Clause 17.21.

PROMOTION TO THE RANK OF LIBRARIAN

III

18.12 To be promoted to the rank of Librarian III, a Librarian shall normally be expected to have demonstrated achievements in some of the areas specified under Clause 18.14 (b) and (c). In exceptional cases, promotion may be granted if a Librarian II has achieved very high standards in the areas of primary responsibility, specified under Clause 18.14(a) alone.

18.13(a) At the time of application or nomination for promotion to Librarian III, a candidate shall normally have completed at least five (5) years of service at the rank of Librarian II, or shall have an equivalent combination of relevant professional experience and service at the rank of Librarian II. Previous experience at other recognized libraries shall be considered, but, will not necessarily be equivalent to years of service at this University.

(b) An application or nomination for promotion to the rank of Librarian III before the sixth year of service at the rank of Librarian II shall be considered and decided on its merits, with the proviso that promotion under such circumstances shall follow only upon demonstrated excellence and superiority in performance, which may incorporate the holding or attainment of additional relevant degrees or academic qualifications.

18.14 Considering the professional responsibilities and duties of Librarians as set out in Article 4, the criteria for promotion to the rank of Librarian III are the following with

greater weight on (a):

(a) professional competence and effectiveness as a Librarian including a consistently high standard of performance of his or her responsibilities, a mature understanding of Librarianship as a whole, and a commitment to keeping current with developments in his or her areas of responsibility;

(b) a demonstrated record of academic service, including contributions to the University or the profession through appropriate committees, conferences, or other forms of service;

(c) a demonstrated record of research, scholarship or creative activities, such work to be in addition to that considered at the time of promotion to Librarian II.

PROMOTION TO THE RANK OF LIBRARIAN IV

18.15 To be promoted to the rank of Librarian IV, a Librarian shall have demonstrated a clear record of consistently excellent performance of his or her responsibilities; significant leadership within the University Library, both in the area of primary responsibility and in more general matters; and evidence of a continuing contribution of a high calibre to the profession or a relevant academic discipline.

18.16 (a) At the time of application or nomination for promotion to Librarian IV, a candidate shall normally have completed at least five (5) years of service at the rank of Librarian III, or shall have an equivalent combination of relevant

professional experience and service at the rank of Librarian III. Previous experience at other recognized libraries shall be considered, but, will not necessarily be equivalent to years of service at this University.

- (b) An application or nomination for promotion to the rank of Librarian IV before the sixth year of service at the rank of Librarian III shall be considered and decided on its merits, with the proviso that promotion under such circumstances shall follow only upon demonstrated excellence and superiority in performance, which may incorporate the holding or attainment of additional relevant degrees or academic qualifications. Degrees or qualifications which were the basis for promotion or appointment to a lower rank shall not be considered in this respect.

18.17 Considering the professional responsibilities and duties of Librarians as set out in Article 4, the criteria for promotion to the rank of Librarian IV are those set out in Clause 18.08 with appropriate adjustment to the standards for this rank using those criteria.

18.18 Length of service shall not modify the criteria for promotion to the rank of Librarian IV.

Article 19

DISCIPLINARY MEASURES

INTRODUCTION

19.01 An Academic Staff Member may be disciplined only for just and reasonable cause. Such disciplinary action shall be

reasonable and commensurate with the seriousness of the violations.

19.02 The causes for discipline shall include, but are not limited to: gross misconduct; an

immediate threat to the University; misrepresentation of credentials; persistent neglect of duty; failure to maintain an acceptable standard of competence and performance in duties appropriate to the appointment; or malicious damage to University property.

19.03 The only disciplinary measures that may be taken by the University are the following:

- (a) a letter of warning or reprimand
- (b) suspension without loss of pay
- (c) suspension with loss of pay
- (d) termination.

19.04 Except for action taken under Clauses 19.12 to 19.16, all disciplinary action shall be initiated within thirty (30) days of the date the University knew, or ought reasonably to have known, of the occurrence of the matter giving rise to the discipline.

19.05 Notwithstanding the provisions of Clause 19.04, where the University decides that an investigation is required that might lead to the imposition of discipline, the Academic Staff Member shall be notified in writing of the alleged infraction within fifteen (15) days of the date the University knew, or ought reasonably to have known, of the occurrence of the matter which might give rise to the discipline. The Academic Staff Member shall be notified of the result of the investigation within fifty-five (55) days of the first notice.

19.06 (a) Neither medical disability nor illness shall be cause for reprimand, suspension or dismissal.

(b) If an Academic Staff Member has been disciplined or warned of pending discipline for an incident he or she claims resulted from medical disability or illness, he or she shall so notify the University. In such cases, the University may require the Academic Staff Member to undergo a medical examination by a physician of his or her choice. The Academic Staff Member shall not unreasonably refuse to be examined by a physician. If the University challenges the physician's assessment, the advice of a second physician of the University's choice shall be obtained. If these two physicians disagree, a third physician acceptable to the Academic Staff Member and the University shall decide the matter.

(c) The Academic Staff Member shall allow the Administrative Head and the University's insurers access to the necessary medical information to confirm the medical disability or illness. If the medical examination substantiates the Academic Staff Member's claim that medical disability or illness caused the incident which led to the initiation of disciplinary action, any disciplinary action that has been taken shall be rescinded and, subject to the physician's recommendation, the Academic Staff Member shall accept sick leave or shall continue or resume his or her duties.

(d) Where one or more physician's assessments are sought in accordance with Clause 19.06(b), the University shall be deemed to have known of the occurrence of the matter as of the date of receipt of the final physician's assessment. If

the University decides to proceed with discipline after receiving the physicians' assessments, the time permitted in Article 20 for an Academic Staff Member to file a grievance shall begin from the time he or she receives notification of discipline.

- (e) Once the physicians' assessments relating to the investigation of a specific incident have been received, the Academic Staff Member cannot request a further investigation based on a defense of medical disability or illness, except as part of a grievance resolution.

19.07 If the relief from duties is for medical reasons, as set out in Clause 19.06, the Academic Staff Member shall continue to receive benefits in accordance with the sick leave provisions of Article 22.

19.08 Letters of warning or reprimand shall be clearly identified as being disciplinary measures, shall contain a clear statement of the reasons for taking this action and shall be delivered by Registered AR Mail (registered with acknowledgement of receipt) or delivered by hand in the presence of a witness and simultaneously sent by Registered AR Mail. Further proceedings shall not commence until the Administrative Head has proof of delivery by these means.

SUSPENSION WITHOUT PAY

19.09 When the University intends to suspend an Academic Staff Member without pay as a form of discipline, the University shall provide written notification of the dates of commencement and termination of the suspension and of the reasons for the suspension to the Academic Staff Member.

Such notification shall be delivered by Registered AR Mail (registered with acknowledgement of receipt) or delivered by hand in the presence of a witness and simultaneously sent by registered AR Mail. Further proceedings shall not commence until the Administrative Head has proof of delivery by these means.

19.10 The case shall then be treated as an unresolved grievance which has been processed through Step 2, in accordance with Article 20 of this Collective Agreement. If, within ten (10) days of receipt of the written statement of reasons for the proposed suspension, the Association gives notice to arbitrate, the procedures in Clauses 20.07 to 20.16 shall be followed.

19.11 Only if the Association then fails to give notice to arbitrate within ten (10) days or if the Academic Staff Member's grievance, if one is filed, is not upheld may the University implement suspension for cause.

DISMISSAL FOR CAUSE, PART A

19.12 When the President and the appropriate Dean, or equivalent, are satisfied that there is cause to justify their recommending that an Academic Staff Member be dismissed for persistent neglect of duties or for failure to maintain an acceptable standard of competence and performance in duties appropriate to the appointment, they shall forthwith notify the Academic Staff Member of their intentions.

19.13 Notwithstanding the generality of Clause 19.12, where the cause is based on gross incompetence or gross and persistent neglect of duty, termination of the appointment of an Academic Staff Member shall be initiated no sooner than twelve (12) months following the issuance to the Academic Staff Member of a letter of warning or reprimand in accordance with Clause 19.08.

19.14 The President and the appropriate Dean, or equivalent, shall invite the Academic Staff Member to meet with them in an attempt to settle the matter, and the President shall simultaneously inform the Association of their intention to hold the meeting. The Academic Staff Member may be accompanied and assisted by a representative of the Association. He or she may also be accompanied and assisted by another person of his or her choice.

19.15 If the meeting fails to settle the matter, the President shall inform the Association and

the Academic Staff Member of his or her intention to recommend the termination of the Academic Staff Member's appointment, with a detailed written statement of reasons.

19.16 The case shall be treated as an unresolved grievance which has been processed through Step 2, in accordance with Article 20 of this Collective Agreement. If, within thirty (30) days of receipt of the written statement of reasons for recommending termination of appointment, the Academic Staff Member gives notice to arbitrate, the procedures in Clauses 20.07 to 20.16 shall be followed. If the Academic Staff Member does not give notice to arbitrate within thirty (30) days, the President may transmit his or her recommendation for dismissal to the Board.

DISMISSAL FOR CAUSE, PART B

19.17 When the President is satisfied that there is cause to justify his or her recommending that an Academic Staff Member be dismissed for a reason other than those specified in Clause 19.12, he or she shall forthwith notify the Academic Staff Member of his or her intentions with a written statement of reasons.

19.18 If, within thirty (30) days of receipt of this written statement of reasons, the Academic Staff Member grieves, the following extraordinary procedures shall apply:

- (a) the Parties agree that a single arbitrator shall be utilized, and that both Parties shall expedite the hearing of the matter so that a decision shall be rendered within at most four (4) months from the appointment of the arbitrator.

- (b) the University shall pay the Academic Staff Member's salary and benefits until the decision of the arbitrator is received or for a period of four (4) months from the appointment of the arbitrator whichever is the lesser.

19.19 If the Academic Staff Member does not grieve within thirty (30) days, the President may transmit his or her recommendation for dismissal to the Board.

19.20 The Parties agree that in order to expedite the hearing, the arbitrator shall be chosen according to the system in Article 20 and shall agree to render the decision within the four (4) month period.

DISCIPLINARY RELIEF FROM DUTIES

19.21 An Academic Staff Member may be immediately relieved from duties if either:

- (a) the actions of the Academic Staff Member constitute a serious danger to life or limb; or
- (b) the actions of the Academic Staff Member constitute a serious and wilful danger to the University.

19.22 In the case of such relief from duties, the University shall immediately and simultaneously notify the Academic Staff Member and the Association, giving the reasons for the relief from duties.

19.23 During the period of relief from duties, the Academic Staff Member shall continue to receive normal salary, salary increases and benefits, subject to the outcome of any further disciplinary proceedings the University may initiate.

CRIMINAL CHARGES AND CONVICTION

19.24 The Parties recognize that action of an Academic Staff Member may result in disciplinary action or criminal action or both. The Parties further recognize that a criminal charge or conviction is not in and of itself grounds for discipline or dismissal. Any disciplinary action which follows from the events that give rise to the charge or conviction shall be subject to all the protections of this Collective Agreement.

19.25 In the event that an Academic Staff Member is accused of an offence which requires a court appearance, he or she shall be granted leave of absence without loss of benefits, and pay, to which he or she would otherwise be entitled, for the actual time of such an appearance. In the event that the accused Academic Staff Member is jailed awaiting a court appearance, he or she shall receive leave without pay. The Academic Staff Member shall have the option of taking annual vacation leave to which he or she is entitled in lieu of all or part of the leave without pay.

19.26 If an Academic Staff Member is incarcerated following conviction, and the University does not elect to discipline the Academic Staff Member, he or she shall be granted leave of absence without pay for a maximum period of two (2) years. The Academic Staff Member shall have the option of taking annual leave to which he or she is entitled in lieu of all or part of the leave without pay.

19.27 As far as circumstances allow an Academic Staff Member who has been charged or convicted shall continue to pursue his or her normal University duties.

19.28 The University shall encourage and participate in a professionally recognized and managed rehabilitation program for an Academic Staff Member who has been convicted. Participation shall include permitting the Academic Staff Member to return to employment, adjusting course scheduling or workload to permit rehabilitation, and other related accommodations. Participation shall not include direct financial support for a rehabilitation program.

SEXUAL HARASSMENT

19.29 An allegation of sexual harassment against an Academic Staff Member shall not be the subject of disciplinary action, except upon recommendation by a Hearing Committee in accordance with procedures specified in the Report of the University-Wide Committee on Sexual Harassment, dated December 18, 1991, attached to this Collective Agreement as Appendix C.

19.30 Any disciplinary actions taken by the University against an Academic Staff Member pursuant to recommendations from the Hearing Committee shall be subject to this Article, and may be grieved under Article 20.

GROSS MISCONDUCT IN ACADEMIC RESEARCH

19.31 Gross misconduct in academic research means:

- (a) fabrication, falsification, or plagiarism but not factors intrinsic to the process of academic research, such as honest error, conflicting data or differences in interpretation

or assessment of data or of experimental design;

- (b) significant failure to comply with relevant federal or provincial statutes or regulations or national or international standards for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals, or significant failure to meet other legal requirements that relate to the conduct of research;

- (c) failure to reveal any relevant and substantial conflict of interest to the agencies funding the Academic Staff Member's University research, to those who commission such research, to an editor or to an agency requesting the Academic Staff Member to undertake reviews of research grant applications or manuscripts for publication, or to an agency requesting the Academic Staff Member to test products for sale or distribution to the public; or

- (d) failure to reveal to the University any material financial interest in a company that contracts with the University to supply goods or services directly pertaining to the Academic Staff Member's University research. Material financial interest includes ownership, substantial stock holding, a directorship, substantial honoraria or consulting fees but does not include routine stock holding in a large publicly traded company.

- 19.32 (a) All allegations of gross misconduct in academic research shall be in writing, signed and directed to the President. If in his or her judgement, based on the signed

complaint, and, if desired, an interview with the complainant, the allegations have sufficient substance to warrant formal investigation, the President shall inform the Academic Staff Member who is the subject of the allegations, in writing. Such notification shall be within twenty (20) days of receipt of the allegation. Otherwise, the allegations shall be dismissed, no action taken, and the file destroyed.

- (b) The written notice shall include a copy of the signed allegations to allow the Academic Staff Member who is the subject of the allegations an opportunity to respond and shall advise the Academic Staff Member in writing of his or her right to be accompanied or represented as stated in Clause 19.33. The formal investigation process commences with the receipt by the subject of the complaint of this written notice which had been sent by Registered AR Mail (registered with acknowledgement of receipt).

19.33 During the course of the formal investigation, the Academic Staff Member named in the allegations or an Academic Staff Member otherwise participating shall have the right to be accompanied by a person of his or her choice at any meeting in which he or she participates or is present, or to have such a person represent him or her at any meeting in which he or she would otherwise participate or be present.

19.34 Prior to the conclusion of the formal investigation, the Academic Staff Member named in the investigation shall be given adequate opportunity to know any evidence

presented and to respond to that evidence if he or she chooses to do so. Such investigation shall be completed within sixty (60) days. If notice of discipline is not received within seventy (70) days of the sending of the President's written notice of investigation, then discipline shall not be imposed.

19.35 Any discipline imposed on an Academic Staff Member for gross misconduct in research shall be subject to Clause 19.03. If the Association decides to grieve under Article 20, then the grievance shall proceed directly to Arbitration (Step 3).

19.36 If the discipline is that of Clause 19.03(c), then the provisions of Clauses 19.09 to 19.11 shall apply except that the time limit in Clause 19.11 shall be thirty (30) days. If the discipline is that of Clause 19.03(d), the provisions of Clauses 19.17 to 19.20 shall apply except, notwithstanding Clause 19.18(a), an arbitration board of three (3) persons shall hear the grievance.

19.37 If the University decides after investigation not to proceed against the Academic Staff Member named in the allegations or if the arbitration board decides that no discipline is to be invoked, then the University shall remove all documentation from the Academic Staff Member's official personal file and shall, at the sole discretion of the Academic Staff Member, destroy the documentation or transfer it to the Academic Staff Member except that it shall retain any arbitration report which shall be a public document. The University shall take such steps as may be necessary and reasonable to protect the reputation and credibility of Academic Staff Members wrongfully accused of gross misconduct in research, including written notification of the decision to all agencies, publishers, or individuals who were informed by the University of the investigation.

19.38 The University shall use its best efforts to:

- (a) minimize disruption to the research of the complainant and of any third party whose research may be affected by the securing of evidence relevant to the allegation during the course of the formal investigation; and
- (b) ensure that any such disruption not negatively affect future decisions concerning the careers of those referenced in (a) above.

19.39 The University shall take disciplinary action against those who make unfounded allegations of gross misconduct in research which are reckless, malicious or not in good faith.

19.40 If a formal investigation sustains an accusation of gross misconduct in research in relation to research that is funded by an outside agency or has been published or submitted for publication, the President shall so inform the agency or publisher concerned of the decision. In any event, if the outside agency or publisher has been informed of the proceedings before a judgement has been rendered, the President shall send a copy of the decision to the University or the arbitration board to the agency or publisher concerned.

Article 20
COMPLAINTS, GRIEVANCE AND ARBITRATION

**COMPLAINTS AND GRIEVANCE
PROCEDURE**

20.01 Should a dispute arise between the Association or an Academic Staff Member and the University, an earnest effort shall be made to settle the dispute in accordance

with the provisions of this Article. The resolution of a dispute may commence under either Clauses 20.03 or 20.06.

20.02 Definitions in this Article:

- (a) A Complaint is a problem that may

be resolved without reference to the formal grievance procedure as set out in Clause 20.06.

- (b) A Grievance is a dispute regarding the interpretation, meaning, operation, or application of this Collective Agreement, including any question as to whether a matter is arbitrable or not, any allegation that this Collective Agreement has been violated, or any other dispute arising out of the administration of this Collective Agreement.

20.03 An Academic Staff Member who has a complaint may first present it orally to his or her Administrative Head and shall do so within twenty (20) days of the date he or she knew or ought reasonably to have known of the events giving rise to the complaint. The Administrative Head shall give his or her oral answer within ten (10) days. Should the oral answer not be acceptable, the complaint shall be considered as a formal grievance and submitted at Step 1 of the Grievance Procedure.

If the oral answer is acceptable, the Association may require that the answer to the complaint be put in writing by submitting to the Administrative Head a written statement of the complaint within five (5) days of the oral answer. The Administrative Head shall give his or her written answer within a further five (5) days.

20.04 When a grievance involves termination, layoff, or a question of general application or interpretation, the Parties by mutual agreement may bypass either Step 1, or both Step 1 and Step 2.

20.05 The Association shall have the right to

originate a grievance on behalf of an Academic Staff Member, or a group of Academic Staff Members, or on its own behalf. Association grievances shall originate at Step 2.

20.06 A grievance shall be resolved in accordance with the following procedures:

STEP 1. The aggrieved Academic Staff Member shall submit his or her grievance to the Association and, if the Association considers the grievance to be justified, the Academic Staff Member concerned, together with a representative of the Association, shall within twenty-five (25) days of the date he or she knew or ought reasonably to have known of the occurrence of the grievance or within ten (10) days of the conclusion of the complaint procedures under Clause 20.03, whichever is later, submit the grievance in writing to the Administrative Head and an earnest effort shall be made by all Parties to settle the grievance at Step 1. The Administrative Head shall, within twenty-five (25) days of receipt of the grievance, render a decision in writing, following a meeting of the interested Parties if either Party deems a meeting to be necessary.

STEP 2. If the decision rendered by the Administrative Head at Step 1 is unsatisfactory to the Association, and the Association decides to continue the grievance, the grievance shall be submitted to the President within fifteen (15) days. The President or his delegate shall convene a grievance resolution meeting of the two Parties. Each Party shall be represented by no more than four (4) representatives who shall make an earnest effort to

resolve the grievance. The University shall forward its decision to the Association within twenty-five (25) days of the receipt of the grievance by the President.

persons as set out below who shall serve as Chairperson of an arbitration board on a rotating basis:

STEP 3. Failing a satisfactory settlement being reached, as provided in Step 2, either Party may decide to take the grievance to arbitration and shall notify the other Party within twenty (20) days of the Association receiving the reply at Step 2 or within forty-five (45) days of the President receiving notification of the grievance at Step 2.

1. Brian Bruce
2. Peter Darby
3. Paula Knopf
4. James Oakley
5. Bruce Outhouse
6. Michel Picher
7. Pamela Picher
8. Kenneth Swan
9. Martin Teplitsky

ARBITRATION

20.07 Where a grievance arises between the Parties to, or persons bound by, this Collective Agreement or on whose behalf it has been entered into, one of the Parties may, after exhausting the above grievance procedure, notify the other Party in writing within the time limits specified in Step 3 of its desire to submit the grievance to arbitration. The notice shall contain the name of the person appointed to be its nominee on the arbitration board.

20.08 The Party to whom the notice is given shall within five (5) days after receiving the notice name the person whom it appoints to be its nominee on the arbitration board and advise the Party who gave the notice of the name of its nominee.

20.09 The Parties shall within five (5) days after the appointment of their nominees select a third person in accordance with the provisions of Clauses 20.10 to 20.13, and he or she shall be Chairperson of the arbitration board.

20.10 In accordance with the provisions of Clause 20.09, there shall be a standing list of nine (9)

20.11 If a person is not available within two (2) months of the date on which he or she is notified of appointment as Chairperson of the arbitration board, the next person in order of rotation shall be selected. Whichever person is chosen, the next arbitration case shall be heard by the next person in rotation. If none of the persons is available within two (2) months of the date on which he or she is notified, then the person available at the earliest date shall be the Chairperson of the arbitration board.

20.12 By mutual agreement, the Parties may select a person on the list out of turn. However, should the Parties fail to agree, then the arbitration board shall be chaired by one of the persons listed in Clause 20.10 in accordance with the rotation schedule set out therein.

20.13 If the Party to whom notice is given fails to appoint a nominee within the period of five (5) days after receiving the notice, the Minister of Employment and Labour Relations shall, on the request of either Party, appoint a nominee on behalf of the Party who failed to appoint a nominee.

20.14 The arbitration board named under this provision shall hear relevant evidence adduced relating to the grievance and argument thereon by the Parties or counsel on behalf of either or both of them and make a decision on the grievance. The decision is final and binding upon the Parties and upon any person on whose behalf this Collective Agreement was made.

20.15 The decision of the majority of the members of an arbitration board named under this provision shall be the decision of that board and if there is no majority decision the decision of the Chairperson

shall be the decision of the board.

20.16 Each Party which is required to name a member of the arbitration board shall pay the remuneration and expenses of that member and the Parties shall pay equally the remuneration and expenses of the Chairperson.

SOLE ARBITRATOR

20.17 Where a grievance is referred to arbitration, both Parties may, by mutual consent, agree to have the dispute dealt with by a sole arbitrator. In such a case, the provisions of this Article as they relate to an arbitration board or Chairperson of an arbitration board shall apply *mutatis mutandis*.

20.18 The time limits set forth in this Article may be varied by mutual consent of the Parties to the Collective Agreement.

20.19 No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error or by inadvertent omission of a step in the grievance procedure.

20.20 The University shall provide space to hold the arbitration hearings on the University campus unless otherwise requested by the Chairperson of the arbitration board.

Article 21

OUTSIDE PROFESSIONAL ACTIVITIES

21.01 The University recognizes that outside professional activities conducted with professional and academic responsibility may enhance the reputation of the University and the professional, scholarly and scientific competence of the Academic Staff Member. This Article applies only to paid outside professional activities that involve the application of special skills and knowledge within the Academic Staff Member's particular academic competence.

An Academic Staff Member may engage in such activities subject to the following conditions:

- (a) Such activities shall not hinder the fulfillment of the Academic Staff Member's obligations to the University, including scholarly work, and the undertaking of a fair share of academic administration.
- (b) Outside professional activities shall not require the commitment of a block of time which might interfere with the Academic Staff Member's normal timetable for teaching activities.

21.02 An Academic Staff Member shall, upon written request, make available to his or her Administrative Head information on the nature and scope of outside professional activities.

21.03 When outside professional activities would involve the use of University supplies, facilities, employees, or services, such use shall be subject to the approval of the Administrative Head. The request for approval shall include information on the nature and scope of the outside

professional activities for which support is requested. If approval is granted, the charges for such equipment, supplies, facilities, employees or services shall be at the prevailing rates, unless the appropriate University authority agrees, in writing, to waive all or part of the charges. When engaging in outside professional activities, the Academic Staff Member shall ensure that he or she does not represent himself or herself as acting on behalf of the University. The University will assume no liability for any action brought against an Academic Staff Member as a result of outside professional activities.

21.04 The name of the University shall not be used in any outside professional activity unless agreed, in writing, by the appropriate University authority, although nothing shall prevent the Academic Staff Member from stating the nature and place of his or her employment, rank and title, in connection with outside professional activities, provided that he or she shall not purport to represent the University or speak for it, or to have its approval unless that approval has been given in writing.

**Article 22
LEAVES**

VACATIONS

22.01 Vacation entitlements shall be as follows:

- (a) Academic Staff Members shall be entitled to twenty-five (25) days vacation leave in each Academic Year.
- (b) After ten (10) years of service an Academic Staff Member shall be entitled to thirty (30) days vacation leave in each Academic Year.

22.02 In the case where an Academic Staff Member has less than one (1) full Academic Year of service, his or her vacation leave entitlement shall be calculated on a prorata basis.

22.03 Except as provided in Clauses 22.04 and 22.07:

- (a) Vacation leave not used, to a maximum of one (1) year's vacation entitlement, may be carried forward to the next Academic Year.
- (b) No more than the equivalent of two (2) year's vacation leave may be taken in any one (1) Academic Year.
- (c) There shall be no payment in lieu of vacation leave on resignation, retirement or dismissal. Accrued vacation, whether from the current year or carried over from the previous year, shall be liquidated before resignation, retirement or dismissal or shall be deemed to have been liquidated.

22.04 For the duration of this Collective Agreement, the following provisions shall govern the liquidation of any vacation carryover in excess of one year's vacation entitlement, noted in writing in accordance with the 1988-91 Collective Agreement, and carried forward into the 1992-93 Academic Year:

- (a) Any vacation carryover in excess of one year's entitlement carried forward into the 1992-93 Academic Year shall, by August 31, 1995, be reduced to no more than the one year's leave entitlement which can be carried forward to the next Academic Year. The Parties agree that as of August 31, 1995, no Academic Staff Member shall carry forward more than one year's vacation leave entitlement, no matter when it was accrued, into the next Academic Year.
- (b) In order for an Academic Staff Member to reduce his or her leave entitlement to one (1) year's entitlement by August 31, 1995, the Academic Staff Member may take more than the equivalent of two (2) years' vacation leave in any one (1) Academic Year.
- (c) In the event that a Librarian or Counselling Faculty Member is unable to secure approval for vacation leave, he or she shall be deemed to have approval towards the end of the Academic Year to take the days of vacation leave necessary to reduce his or her leave entitlement to the one (1) year's leave entitlement which can be carried forward to the next Academic Year.

22.05 While not on vacation or other forms of leave, an Academic Staff Member shall

carry out his or her duties and responsibilities. An Academic Staff Member who takes vacation leave between the end of one semester and the beginning of the next semester shall have this time debited against his or her vacation entitlement.

22.06 A Librarian may take vacation leave to which he or she is entitled at any time with the approval of the University Librarian. A Counselling Faculty Member may take vacation leave to which he or she is entitled at any time with the approval of the Director of the Counselling Centre or the Principal, as appropriate. Such approval shall not be unreasonably denied.

22.07 (a) Except as provided in (b), at the termination of a Librarian or Counselling Faculty Member's appointment, the Librarian or Counselling Faculty Member shall be deemed to have approval to take vacation leave on the final days of employment equal to his or her accrued vacation leave.

(b) Notwithstanding (a) above, the University may, on the termination of employment, elect to pay a Librarian or Counselling Faculty Member in lieu of vacation an amount equivalent to the amount of Basic Annual Salary the Librarian or Counselling Faculty Member would earn if the Librarian or Counselling Faculty Member were to continue employment with the University for a period equal to the duration of vacation leave accrued as of the time of termination. In order to exercise this option, the University shall notify the Librarian or Counselling Faculty Member at least twenty (20)

days prior to the date on which the vacation would otherwise commence.

22.08 Academic Staff Members other than Librarians and Counselling Faculty Members may take their vacation leave at any time outside the period required for their normal course commitments subject to the prior notification of the Administrative Head. Vacation leave at any other time shall be granted only with the written approval of the Administrative Head.

22.09 An Academic Staff Member, while on a twelve (12) month sabbatical leave, shall be deemed to have taken one (1) year's vacation entitlement.

UNIVERSITY HOLIDAYS

22.10 Academic Staff Members shall be entitled to the following paid University holidays:

- (a) Labour Day
- (b) Thanksgiving Day
- (c) Remembrance Day
- (d) Christmas Eve
- (e) Christmas Day
- (f) Boxing Day
- (g) New Year's Eve
- (h) New Year's Day
- (i) Second January Holiday
- (j) Good Friday

(k) Memorial Day

If any of these holidays falls on a Saturday or Sunday, the University shall declare a contiguous work day to be a paid University holiday.

22.11 A Faculty Member shall not be required to work on the above University holidays. A Faculty Member who chooses to work on the above University holidays shall not receive additional remuneration nor the equivalent time off in lieu.

22.12 Academic Staff Members other than Faculty Members who are required to work on the above University holidays shall receive equivalent time off in lieu at a time mutually agreeable to the Academic Staff Member and the Administrative Head.

22.13 The University shall provide the necessary support services for Faculty Members who are engaged in teaching, and for Librarians who are engaged in the performance of their duties, on University support staff holidays.

SABBATICAL LEAVE

22.14 Sabbatical leaves are provided to enable Academic Staff Members to engage in research, scholarship, creative or professional activities to foster their academic or professional effectiveness.

22.15 Academic Staff Members holding probationary or tenured appointments are eligible to apply for sabbatical leaves. However, sabbatical leave may be taken only after the Academic Staff Member receives tenure.

22.16 Academic Staff Members shall be eligible

to apply for sabbatical leave on the following basis with years of eligible service calculated in accordance with Clauses 22.17 to 22.19:

(a) during the sixth or subsequent year of eligible service since appointment to the University, for a leave of twelve (12) months to be taken during the following year or a subsequent year;

(b) following the taking of a sabbatical leave, for a sabbatical leave of twelve (12) months for every six (6) years of eligible service or a leave of four (4) months for every three (3) years of eligible service.

22.17 Where an Academic Staff Member applies for sabbatical leave but is not granted it because of operational requirements, the time by which the leave is delayed shall be counted as eligible service for the next sabbatical leave. Such delays shall not exceed one (1) year.

22.18 If an Academic Staff Member does not take a sabbatical leave until after the date on which he or she becomes eligible under Clause 22.16, the Academic Staff Member shall carry forward as eligible service for the next sabbatical leave an amount of eligible service equal to the delay, up to a maximum of two (2) years.

22.19 For calculation of years of eligible service:

(a) service need not be continuous;

(b) as provided for under Clause 5.03 the service of an Academic Staff Member who receives a reduction in duties and responsibilities shall be prorated to determine equivalent full-time service;

- (c) prior service in full-time term appointments at this University shall be included;
- (d) periods of unpaid leave in excess of three (3) months shall not be considered;
- (e) prior service at another university shall be evaluated at the time of initial probationary or tenured appointment and the number of years of eligible service shall be stated in the letter of appointment.

will take the leave unless unforeseen personal hardship will ensue or unless the proposed activity must be cancelled or delayed due to circumstances beyond the control of the Academic Staff Member.

22.20 An application for sabbatical leave shall be submitted in writing to the Administrative Head ten (10) months in advance of the date the leave is to commence, or within a shorter period with the written consent of the Administrative Head. All applications for sabbatical leave shall be supported by adequate documentation which outlines the scope and aims of the proposed sabbatical activity.

22.21 The Administrative Head and the Dean, where applicable, shall notify the Academic Staff Member of his or her recommendation at the time the recommendation is made. The University shall notify the Academic Staff Member of its decision no later than three (3) months after receipt of the application by the Administrative Head. If the sabbatical leave is not approved the Academic Staff Member shall be provided with the reason(s) by the Vice-President (Academic) or his or her delegate. Sabbatical leave shall not be unreasonably denied.

22.22 Once a sabbatical leave has been granted, it is expected that the Academic Staff Member

22.23 Sabbatical leaves once approved:

- (a) for Faculty Members, shall commence September 1 or January 1 or May 1 following the year of service in which application was made;
- (b) shall be remunerated at eighty percent (80%) of Basic Annual Salary. In addition, an Academic Staff Member shall be eligible to apply for a research grant of up to five percent (5%) of the Basic Annual Salary prorated for the length of the leave.

22.24 An Academic Staff Member on sabbatical leave may apply to take a portion of his or her remuneration as a research grant in accordance with Clause 26.23.

22.25 An Academic Staff Member may receive, while on sabbatical leave, outside assistance in the form of grants or scholarships, and may engage in outside professional activities in accordance with Article 21.

22.26 If an Academic Staff Member accepts additional employment (excluding that governed by Clause 22.25) for which he or she will receive remuneration, and if the sum of such remuneration plus the salary while on sabbatical leave, less verifiable travel, living, relocation and research costs, exceeds his or her Basic Annual Salary, then the salary while on sabbatical leave may be reduced to maintain the total at the Basic Annual Salary. The University reserves the right to require a certificate of earnings to verify that these provisions have been kept.

22.27 Academic Staff Members on sabbatical leave shall have the right to continue to participate in all employee pension and insurance plans in accordance with the terms of those plans as if they were not on leave. Academic Staff Members, upon application, may receive travel assistance from the University while on sabbatical leave on the same terms as if they were not on leave. If justified in the terms of the application for sabbatical leave, the Academic Staff Member shall continue to be provided with office, secretarial and all other University facilities normally provided to support the academic work of the Academic Staff Members.

22.28 When sabbatical leave is completed, the Academic Staff Member shall return to the University for a period of time equal to the duration of the sabbatical leave and shall return to his or her normal duties.

22.29 Within forty (40) days of returning from sabbatical leave, an Academic Staff Member shall submit to his or her Administrative Head a report outlining the research, scholarship, creative or professional activity undertaken.

ASSISTED EDUCATIONAL LEAVE

22.30 Academic Staff Members shall be entitled to apply for assisted educational leave to improve their qualifications or to pursue a higher degree under the following conditions and subject to the needs of the University.

22.31 Application by an Academic Staff Member for assisted educational leave shall be made in writing to the Administrative Head not less than seven (7) months before the intended commencement of the leave. The application

shall include a justification of the nature and duration of the leave. The Dean, or equivalent administrative officer, shall respond not less than five (5) months before the intended commencement of the leave. The application shall not be unreasonably denied.

22.32 If the leave is granted, the Academic Staff Member shall be paid an educational assistance grant equivalent to forty (40) percent of his or her Basic Annual Salary.

22.33 The Academic Staff Member shall agree to return to duties at the University for a period equal to the time the Academic Staff Member was absent, or to reimburse the University for monies granted. If an Academic Staff Member returns to the University for a period of time less than the length of the leave, the reimbursement shall be prorated accordingly.

22.34 The Academic Staff Member shall continue to be eligible to participate in all employee benefit plans, and the University shall continue to make the normal contributions to such plans in respect of the Academic Staff Member. The Academic Staff Member's employee contributions shall be deducted from the amount of the educational assistance grant.

22.35 Once assisted leave has been granted, it is expected that the Academic Staff Member will take the leave unless unforeseen personal hardship will ensue or unless the proposed activity must be cancelled or delayed due to circumstances beyond the control of the Academic Staff Member.

22.36 An Academic Staff Member on Assisted Educational Leave shall not accrue vacation leave.

OTHER LEAVE WITH PAY

22.37 An Academic Staff Member may receive

leave for appropriate purposes with full or partial salary and employee benefits on terms negotiated between the Academic Staff Member and the University. The Association shall be informed of such cases.

University shall continue employer contributions to all employee benefit plans, in accordance with the terms of those plans at the same levels as those in effect at the time the Academic Staff Member was transferred to the Long Term Disability Plan.

LEAVE IN SPECIAL CIRCUMSTANCES

22.38 Following consultation with the Administrative Head an Academic Staff Member shall be granted special leave with pay not exceeding three (3) days a year to attend to the temporary care of a sick family member; medical, dental or legal appointments; and for home or family emergencies.

22.43 An Academic Staff Member on Long Term Disability shall not accrue vacation leave.

22.44 Sick leave shall be granted for any illness in excess of four (4) working days which occurs during annual vacation, upon production of a medical certificate. Such leave shall be applied for, and shall be granted upon the recommendation of the Administrative Head and the approval of the Director of Human Resources. Approval, when granted, shall apply to the total period of such illness.

SICK LEAVE

22.39 Sick leave means the period of time an Academic Staff Member is absent from work with full pay by virtue of being sick or disabled, or quarantined by virtue of being exposed to a contagious disease.

SPECIAL ASSIGNMENT OF DUTIES AND RESPONSIBILITIES IN RELATION TO PARENTAL RESPONSIBILITIES

22.40 Benefits for prolonged periods of disability are provided under the Long Term Disability Plan, and membership in this Plan is compulsory for eligible Academic Staff Members. An Academic Staff Member shall be entitled to sick leave from the University during the sixty (60) calendar day waiting period under this Plan.

22.45 Special assignment of duties and responsibilities in relation to parental responsibilities shall be arranged between an Academic Staff Member and the Vice-President (Academic) in accordance with the following provisions:

22.41 Academic Staff Members appointed before April 1, 1967, who, by election, are not members of the Long Term Disability Plan, shall be entitled only to six (6) months' full salary and six (6) months' half salary as sick leave benefits. Such benefits shall not be accumulated from year to year.

(a) The scheduling and nature of such assignments shall be in accordance with the preferences of the Academic Staff Member.

22.42 While an Academic Staff Member is receiving Long Term Disability benefits, the

(b) Such special assignments shall not lead to any adjustment of the normal duties and responsibilities following the special assignment, nor shall it alter, except in accordance with Clause 22.64, an Academic Staff Member's eligibility for consideration for tenure, promotion,

sabbatical leave or, in the case of Librarians, support for professional development. The special assignment of duties and responsibilities contemplated in this Clause shall be a basis for an Academic Staff Member to invoke Clause 22.56

- (c) An Academic Staff Member giving birth to a child shall be entitled to arrange a special assignment of duties and responsibilities in relation to parental responsibilities covering a period equivalent to one (1) semester.
- (d) An Academic Staff Member who is to be the primary caregiver to a newly adopted child not previously a member of the household shall be entitled to arrange a special assignment of duties and responsibilities on terms equivalent to those specified in Clause 22.45(c).
- (e) The special assignment of duties contemplated in Clauses 22.45(c) and (d) above may be shared by both parents.
- (f) The Association shall be notified by the University within ten (10) days of the written request of any case in which a special assignment of duties and responsibilities in relation to parental responsibilities has been requested.

COMPASSIONATE LEAVE

22.46 An Academic Staff Member shall be entitled to leave without loss of pay not exceeding a total of ten (10) days in the case of death or serious illness of a near relative, common-law spouse, or other live-in partner.

An application for a period in excess of this total shall not be unreasonably denied.

22.47 An Academic Staff Member shall give reasonable notice of the need for compassionate leave to the Administrative Head. Notification may be made by any reasonable means available to the Academic Staff Member.

LEAVE FOR COURT APPEARANCE

22.48 An Academic Staff Member whose presence is required as a juror or who is subpoenaed as a witness in court or in other legal or quasi-legal judicial proceedings, shall be granted leave without loss of pay for the actual time of such appearance.

POLITICAL LEAVE

22.49 The University recognizes the right of every Academic Staff Member to stand for election and to enter political life if he or she so desires. Political leave of absence shall be granted from the University under the following conditions:

- (a) An Academic Staff Member planning to stand for nomination for an election to a federal, provincial or municipal office, shall give reasonable notice to the Administrative Head to permit arrangements to be made to insure that the absent Academic Staff Member's duties and obligations are met during the election campaign.
- (b) An Academic Staff Member who has become a candidate shall receive leave without pay during the campaign as follows:
 - (i) up to six (6) weeks for a

- federal election
- (ii) up to four (4) weeks for a provincial election
- (iii) up to four (4) weeks for a municipal election

The Academic Staff Member shall have the option of taking all or part of his or her annual leave during the period of the campaign.

vacation leave.

SPECIAL LEAVE WITHOUT PAY

22.50 An Academic Staff Member who is elected to Parliament, to the provincial legislature or to a municipal council, shall, upon application, be granted leave without pay for up to two (2) terms of office or six (6) years, whichever is less.

22.51 An Academic Staff Member who is elected to the provincial legislature or to a municipal council may apply for a reduction in duties with an appropriate reduction in salary in accordance with Article 5 of this Collective Agreement. The reduction in duties shall not exceed two (2) terms of office, or six (6) years, whichever is less.

22.52 An Academic Staff Member on political leave shall continue to be eligible to participate in employee benefit plans in accordance with the terms of those plans.

22.53 Resumption of duties shall be at the same position, and/or rank held before the leave.

22.54 Upon resumption of duties at the University, the Academic Staff Member shall re-enter the salary plan established by this or subsequent Collective Agreements at the point at which he or she was placed when he or she began the political leave.

22.55 An Academic Staff Member on political leave under Clause 22.50 shall not accrue

22.56 An Academic Staff Member may receive leave for appropriate purposes without pay on terms negotiated between the Academic Staff Member and the University. The Association shall be informed of such cases.

22.57 Application for such leave shall be made to the Administrative Head specifying the reasons for the leave, the time of commencement of such leave, and the intended duration of such leave. Application for special leave without pay shall be given a reasonable period of time in advance of the intended commencement date.

22.58 The Dean, or equivalent administrative officer, shall respond to an application for such leave within a reasonable period. Applications shall not be unreasonably denied.

22.59 An Academic Staff Member on special leave without pay shall continue to be eligible to participate in employee benefit plans in accordance with the terms of those plans.

22.60 Resumption of duties shall be at the same position and/or rank held before the leave.

22.61 Upon resumption of duties at the University, the Academic Staff Member shall re-enter the salary plan established by this or subsequent Collective Agreements at the point at which he or she was placed when he or she began the leave, unless the leave was of an academic, research or professional nature which would warrant the normal career advancement.

22.62 An Academic Staff Member on special leave without pay shall not accrue vacation leave.

GENERAL BENEFITS WHILE ON LEAVE

22.63 Academic Staff Members granted leave under any of the provisions of this Article shall remain members of the bargaining unit covered by this Collective Agreement while they are on leave.

22.64 In the event that an Academic Staff Member is absent on sick leave, Long Term Disability, special assignment of duties and responsibilities in relation to parental responsibilities or other leaves for a continuous period exceeding three (3) months, the Academic Staff Member may

elect to defer renewal or tenure consideration in accordance with the following:

(a) where the total period of leave is between three (3) months and fifteen (15) months the deferral shall be for one (1) year;

(b) where the total period of the leave exceeds fifteen (15) months the deferral shall be for either one (1) or two (2) years.

Article 23

TERM APPOINTMENTS, AND JOINT AND CROSS APPOINTMENTS

TERM APPOINTMENTS

- 23.01 A term appointment is an appointment to a position with a defined term which does not lead to a consideration for promotion or tenure and may or may not be a position covered by this Collective Agreement.
- 23.02 A regular term appointment is a term appointment under which the appointee performs the normal duties and responsibilities of an Academic Staff Member. All regular term appointments for Faculty Members shall be for a minimum of twelve (12) months.
- 23.03 A teaching term appointment is a term appointment under which the appointee's duties and responsibilities are defined primarily in terms of teaching. In both fall and winter semesters the duration of the appointments of fifty percent (50%) of the Academic Staff Members with teaching term appointments shall be for a minimum period of two (2) semesters.
- 23.04 A regular term appointee shall be a member of the bargaining unit when he or she is required to perform one-half or more of the duties and responsibilities of a full-time Academic Staff Member in the Academic Unit.
- 23.05 A teaching term appointee shall be a member of the bargaining unit when he or she is required to teach a minimum of three (3) lecture courses, one (1) lecture plus one (1) laboratory course, or two (2) laboratory courses per semester.
- 23.06 The combined duties and responsibilities of a term appointee holding term appointments in one (1) or more Academic Units or in the Division of Continuing Studies shall be deemed equivalent to those of a single unit for the purpose of Clauses 23.02 to 23.05.
- 23.07 If the letter of appointment states that a term appointment is for twelve (12) months or longer and is subject to renewal, the Academic Staff Member shall be informed whether or not the appointment is to be renewed at least three (3) months prior to the expiry of the term. Otherwise, no notice of intention not to grant another appointment is required to be given by the University, and no notice of intention not to accept another appointment is required to be given by the Academic Staff Member.
- 23.08 In any semester, the total number of individuals with term appointments, excluding those teaching only one (1) course per year, shall not exceed 35% of the total number of Academic Staff Members.
- 23.09 In making term appointments, the University shall follow the procedures set out in Articles 6, 7, 13 or 24 except that when appointments or extensions of term appointments need to be made urgently, such appointments need not be advertised. A term appointment may be extended without advertising providing that the reappointment is recommended by the Search Committee.
- 23.10 No person on term appointment shall be excluded from consideration for any probationary appointment that may be made in accordance with Articles 6, 7, 13 and 24.
- 23.11 The duties and responsibilities of Academic Staff Members on regular term appointments shall be those specified in Articles 3, 4, 6 and 24 of this Collective

Agreement.

23.12 Academic Staff Members with teaching term appointments and who are teaching three lecture courses shall be remunerated on the basis of one-tenth (1/10) of the floor salary for Assistant Professor for each course taught. Academic Staff Members teaching four lecture courses shall be paid the greater of either:

(a) the salary corresponding to the salary scale in Appendix D.1 for the period of their contract;

or

(b) four times one-tenth (1/10) of the floor salary for Assistant Professor. Academic Staff Members teaching either two (2) laboratory courses or one (1) laboratory and one lecture course shall be paid one-tenth (1/10) of the floor salary for Assistant Professor for each course taught plus \$1000 for each laboratory section.

JOINT APPOINTMENTS AND CROSS APPOINTMENTS

23.13 When it is appropriate for academic or professional reasons, an Academic Staff Member may be appointed to more than one (1) unit of the University. Such appointments shall be called "joint appointments" or "cross appointments".

(a) A joint appointment is one in which the salary of the Academic Staff Member is charged to more than one (1) fiscal unit of the University, and the duties and responsibilities of the Academic Staff Member are divided between the units.

(b) A cross appointment is one in which the salary of the Academic Staff Member is charged to one (1) fiscal unit, but he or she is named to another unit in which he or she has a sustained academic or professional interest.

23.14 A joint appointment or cross appointment shall only be made with the consent of the Academic Staff Member and on the recommendation of the Administrative Heads in consultation with the appropriate Academic Staff Members in the units concerned.

23.15 A joint appointment or cross appointment shall be made by the Board for a fixed period, and may be renewed or altered with the consent of the Academic Staff Member and on the recommendations of the Administrative Heads in consultation with the appropriate Academic Staff Members in the units concerned. The termination or alteration of a joint or cross appointment, except for cause, shall not in itself jeopardize the Academic Staff Member's appointment with the University in the unit of primary responsibility, as specified under Clause 23.18. Notwithstanding any of the foregoing, a joint or cross appointment will terminate upon the termination of the appointment in the unit of primary responsibility as specified under Clause 23.18.

- 23.16 The sources and level of administrative and academic support available to the Academic Staff Member with a joint or cross appointment shall be mutually agreed by the Academic Staff Member and the Administrative Head and shall be confirmed in writing by the Administrative Head.
- 23.17 In the case of a joint or cross appointment, the procedures and criteria to be used in assessing the Academic Staff Member for renewal of probationary appointment, tenure and promotion shall be those of the unit of primary responsibility as specified in Clause 23.18. The Administrative Head and the appropriate Academic Staff Members of the other unit shall be consulted.
- 23.18 The letter of appointment shall be generally in the form set out in Clause 7.24 and in addition shall state the privileges and sharing, if any, of duties and responsibilities between the units. The letter shall identify the unit with primary responsibility for administrative and academic support, and for assessing the Academic Staff Member for renewal of probationary appointment, tenure and promotion.
- 23.19 Academic Staff Members holding a joint appointment shall be eligible to attend department meetings, vote, be elected to or appointed to committees in all Academic Units to which the joint appointment applies.

Article 24

COUNSELLING FACULTY MEMBERS

24.01 Counselling Faculty Members shall be appointed at the rank of Lecturer in Counselling, Assistant Professor in Counselling, Associate Professor in Counselling, or Professor in Counselling.

24.02 At the time of appointment to the University, a Counselling Faculty Member shall have the professional and academic qualifications necessary to receive a joint or cross-appointment to or within a Faculty or School.

24.03 The procedures governing appointments, renewal of appointment, tenure and promotion for Counselling Faculty Members shall be in accordance with those for other Faculty Members, except that on the St. John's campus the Director of Counselling shall act as Administrative Head and shall transmit his or her recommendations with respect to these matters to the Dean of Student Affairs and Services who in formulating his or her recommendation to the President shall consult with the Vice-President (Academic).

24.04 The criteria applied in evaluating a Counselling Faculty Member's application for appointment, renewal of appointment, tenure, and promotion shall reflect the duties and responsibilities set out in Clauses 24.05 and 24.06.

24.05 The duties and responsibilities of Counselling Faculty Members shall include, but not be limited to, the following:

(i) counselling for career, study effectiveness and personal concerns,

individually or in groups;

(ii) research and scholarly activities;

(iii) service to the University both in administration and providing professional expertise which may include, but need not be limited to, the development and implementation of preventive services and programmes, and working in cooperation with other members of the University community to enhance the academic excellence of the University and the quality of student life;

(iv) supervision and training of students;

(v) professional and scholarly responsibilities;

(vi) service to and in professional organizations and other associations;

(vii) other duties and responsibilities as set out in Clauses 3.04, 3.05, and 3.06.

24.06 These duties and responsibilities shall be an appropriate combination of those set out in Clause 24.05 as determined by the Director of Counselling, or at Grenfell College the Principal, in consultation with the Counselling Faculty Member. Consistent with that combination, Counselling Faculty Members shall be granted a reasonable amount of time for research and scholarly activity.

Article 25

RESIGNATION, RETIREMENT, TRANSFER AND LAYOFF

RESIGNATION

25.01 Academic Staff Members shall give notice as early as possible of their intention to resign. In order to facilitate adequate planning, Academic Staff Members shall use their best efforts to provide at least six (6) months' notice.

25.02 Notice of intention to resign shall be made in writing to the President, with copies to the Vice President (Academic) and the Administrative Head.

25.03 Resignations shall take effect and employment with the University shall terminate on a date agreed to in writing by the Academic Staff Member and the President.

RETIREMENT

25.04 Academic Staff Members who are members of the Memorial University Pension Plan shall retire with pension and other benefits as provided in the Memorial University Pension Plan. All Academic Staff Members shall, at the latest, unless otherwise extended by the Board of Regents, retire on August 31 following their sixty-fifth (65th) birthday. Academic Staff Members who are retiring shall give notice of their intention to retire subject to the provisions of Clauses 25.05, and 25.06.

25.05 Academic Staff Members shall give notice as early as possible of their intention to retire. In order to facilitate adequate planning, Academic Staff Members shall use their best efforts to

provide at least six (6) months' notice.

25.06 Notice of intention to retire shall be made in writing to the President, with copies to the Vice President (Academic) and the Administrative Head.

25.07 An Academic Staff Member who has retired from the University may apply to the appropriate officer(s) of the University for continued access to secretarial and technical services, and office or laboratory space for a specified period. Considering the needs of the University from time to time, the University shall not unreasonably withhold such access.

25.08 An Academic Staff Member who has retired shall retain the following privileges:

- (a) full library privileges including short courses on electronic access;
- (b) computing accounts and related services subject to the same costs as those applying for Academic Staff Members who have not retired, and subject to restrictions that the Director of Computing and Communications may, in the future, place on off-campus access;
- (c) access to credit courses on the same basis as Academic Staff Members who have not retired;
- (d) free non-credit courses to a limit of one per semester with additional courses subject to space availability;
- (e) access to Physical Education

facilities at one-half the rate charged to Academic Staff Members who have not retired.

- 25.09 An Academic Staff Member who has retired may elect to continue to participate in University employee benefit plans under the terms of those plans.
- 25.10 When an Academic Staff Member continues to be employed by the University after normal retirement age, both the Academic Staff Member and the University shall contribute to the Pension Plan according to the provisions of the Plan. The Academic Staff Member may elect to continue to participate in University employee benefit plans under the terms of those plans.
- 25.11 The University and individual Academic Staff Members may negotiate early retirement severance pay or early retirement agreements. In all such cases, the University shall inform the Association of the name of the Academic Staff Member and the provisions of the early retirement agreement. The agreement shall not become final for ten (10) days after the Association has been informed during which time the Academic Staff Member may consult with the Association and, at the option of the Academic Staff Member, revoke or seek to re-negotiate the agreement with the University.

TRANSFER

- 25.12 An Academic Staff Member may be transferred to an Academic Unit of the University other than the one to which he or she was originally appointed, subject to the consent of the Academic Staff Member and on the recommendation of

the Administrative Head of the Academic Unit from which the Academic Staff Member is transferring and the recommendation of the Administrative Head of the Academic Unit to which the Academic Staff Member is transferring, in consultation with the Academic Staff Members in the Academic Unit to which the Academic Staff Member is transferring. An Academic Staff Member shall not unreasonably withhold his or her consent to be transferred.

- 25.13 Transfers may be either temporary or permanent. An Academic Staff Member shall be informed in writing whether a transfer is temporary or permanent. A temporary transfer may be converted into a permanent transfer with the consent of the Academic Staff Member, the Administrative Head of the Academic Unit from which the Academic Staff Member is transferring and the Administrative Head of the Academic Unit to which the Academic Staff Member is transferring, in consultation with the Academic Staff Members in the Academic Unit to which the Academic Staff Member is transferring.
- 25.14 Academic Staff Members who are transferred shall suffer no loss in rank, salary, benefits or seniority.
- 25.15 In the event that a transfer requires household relocation, the University shall be responsible for the associated travel and moving expenses of the Academic Staff Member and his or her family, as specified in Clauses 30.32 - 30.34.

LAYOFF OF ACADEMIC STAFF MEMBERS

25.16 Provided that the acceptance level of the University's Voluntary Early Retirement Plan is sixty per cent (60%) or some lower percentage acceptable to the University, there shall be no layoffs of Academic Staff Members for any reason during the period from January 31, 1996 to August 31, 1999. However, if this condition is not met by April 30, 1996, the President may declare a state of anticipated financial exigency in accordance with the remainder of this Article.

LAYOFF OF ACADEMIC STAFF MEMBERS FOR REASONS OF FINANCIAL EXIGENCY

25.17 A state of financial exigency is defined as a situation in which the University faces a substantial and potentially chronic accounting deficit which threatens the overall functioning of the University. The declaration of a state of financial exigency shall require prior consultation between the Association and the University.

25.18 No Academic Staff Member shall be laid off following a declaration of financial exigency except in accordance with this Article. A declaration of financial exigency shall only be made once with regard to any fiscal year and shall not be made more than one (1) year in advance of that fiscal year. A state of financial exigency shall terminate at the end of the fiscal year for which it is declared. Layoffs owing to financial exigency shall only be used as a last resort after all reasonable measures to avoid layoffs, which do not threaten the core functioning of the University, and which are consistent with Clause 25.20, have been

seriously considered. Any such layoff shall not be treated as, or substituted for, a suspension, dismissal for cause, or other disciplinary measure.

25.19 If the President has good and sufficient reason to believe that a state of financial exigency will exist during a fiscal year, he or she shall declare a state of anticipated financial exigency for that fiscal year, and he or she shall notify the Board, Senate, and the Association. This day shall be referred to as "AFE1".

25.20 After making a declaration of anticipated financial exigency, the President shall immediately impose all reasonable economies in the running of the University which do not threaten the core functioning of the University. These shall include but not be limited to:

(a) Effective from the date the anticipated financial exigency is announced to the end of the fiscal year for which the financial exigency is anticipated, a moratorium on new appointments both within and outside the bargaining unit, with the following exceptions:

(i) positions funded entirely from external sources;

(ii) no more than five (5) probationary or tenured positions provided they are not replacing positions lost through layoffs;

(iii) The number of courses taught in any Academic Unit by per-course appointees shall not exceed the number of courses

taught by per-course appointees during the 1995-96 Academic Year, but in Academic Units where there is a reduction in the number of Academic Staff Members, the 1995-96 number of courses taught by per-course appointees for that Academic Unit shall be reduced by the same proportion as is required by Clause 25.32.

- (iv) If the financial exigency is not declared by the Board, the moratorium on new appointments both within and outside the bargaining unit will expire.
- (b) adjustments to the University budget;
- (c) initiating, through the Senate and its committees, adjustments to academic programmes and course offerings, provided such shall not have a major adverse effect on students;
- (d) with the consent of the Academic Staff Members concerned, use of sabbatical or other leaves, and normal or early retirements;
- (f) consideration for re-training at the option of the University. All such re-training shall be undertaken with the Academic Staff Member's consent. An Academic Staff Member selected for re-training shall be allowed leave for up to two (2) years and shall receive a salary and/or research grants, stipends, fellowships, et cetera, equivalent to one-hundred (100) percent of

the Academic Staff Member's Basic Annual Salary for such year(s) of leave. An Academic Staff Member selected for re-training must undertake to return to employment at the University for a period equivalent to the period of re-training leave.

25.21 Exceptions to the moratorium on new academic appointments referenced in Clause 25.20(a) shall not be allowed if the individual being considered for appointment has resigned from an academic position at Memorial University within the preceding twelve (12) months.

25.22 Within five (5) days of AFE1, the President, together with representatives of the Senior Executive Committee, shall meet with the Executive of the Association. The date on which this meeting is held shall be referred to as "AFE2".

25.23 Within five (5) days of AFE2, the President shall establish a Budget Advisory Committee. The composition of this Committee shall be as follows:

- (a) the Chair, who shall be an employee of Memorial University nominated and elected by Academic Staff Members. Nominations shall be solicited by the Secretary of the University Senate and the Senate Committee on Elections both of whom shall also oversee the election process;
- (b) two (2) Academic Staff Members appointed by the Association;
- (c) two (2) persons appointed by the University who shall be employees of the University;

- (d) the Director of Budgets and Audits shall be a non-voting member and shall serve as Executive Secretary to the Committee, providing secretarial support to the Committee through the Office of Budgets and Audits.

The date on which the Budget Advisory Committee is established shall be referred to as "AFE3".

25.24 Within five (5) days of AFE3, the President shall send to the Budget Advisory Committee and to the Association, the information used by the President in reaching his or her conclusion that there is a state of anticipated financial exigency. The date on which this information is sent shall be referred to as "AFE4".

25.25 The University shall cooperate with the Budget Advisory Committee in an iterative process of clarifying and augmenting this information. This shall include financial information sufficiently detailed that, by usual accounting methods, the case for a given amount of expenditure reduction in salary and benefits to Academic Staff Members may be evaluated.

25.26 Within thirty (30) days of AFE4, the Budget Advisory Committee shall send its report to the Board, the Senate, the President and the Association. The date on which this information is sent shall be referred to as "AFE5".

25.27 The President shall make recommendations to the Board, and at the same time shall send a copy of these recommendations to the Association and to

the Senate. The Board shall consider whether to declare a state of financial exigency at its next meeting provided it is not less than ten (10) days following AFE5. The Budget Advisory Committee shall make a presentation to the Board and discuss its report with the Board. In making its decision, the Board shall give substantive and serious consideration to both the recommendations of the President and the report of the Budget Advisory Committee.

25.28 If the Board decides that a state of financial exigency exists, the Board shall issue a declaration of financial exigency. The Board shall decide whether layoff of Academic Staff Members is necessary. If so, the Board shall specify the amount of money to be recovered from a reduction in salary and benefits, and the number of Academic Staff Members to be laid off. All notices of layoff following from a declaration of financial exigency shall be issued within ten (10) days of the Board's decision on layoffs.

25.29 If financial exigency has been declared, and the layoff of Academic Staff Members is necessary, Academic Staff Members shall be terminated or shall be laid off from the bargaining unit as a whole in the following order:

- (a) those on term appointments who have twelve (12) months or less remaining in the term shall have their contracts continued to the termination date;
- (b) those on term appointments who have more than twelve (12) months remaining in the term, shall receive six (6) months' notice of termination, or six (6) months' salary in lieu of notice.

- (c) layoff of those on probationary appointments, with notice of layoff or salary in lieu of notice given to the Academic Staff Member not less than nine (9) months prior to the layoff date;
- (d) layoff of those on tenured appointments, with notice of layoff or salary in lieu of notice given to the Academic Staff Member not less than nine (9) months prior to the layoff date.

Within categories (b), (c) and (d) of this Clause, the order of termination or layoff shall be based on reverse seniority except as modified by Clause 25.32

25.30 An Academic Staff Member holding an externally-funded named chair or a national/international award covering salary shall be exempt from layoff for reasons of financial exigency.

25.31 An Academic Staff Member who re-enters the bargaining unit at any time during the duration of this Collective Agreement shall be subject to layoff according to Clauses 25.29 and 25.33 as if he or she were in the bargaining unit at the time financial exigency was declared.

25.32 Notwithstanding anything in this Article, the reduction to an Academic Unit through all losses shall not exceed 150% of the proportional reduction to the bargaining unit itself through all losses. The number of Academic Staff Members in the bargaining unit and the initial Academic Unit size shall be those in effect on December 1, 1995. A Protocol for determining the maximum number of layoffs for an Academic Unit, including a definition of losses, is contained in Appendix F.

25.33 For purposes of this Article, seniority shall be established by the date upon which employment commenced at the rank of Lecturer or above, or Librarian I or above, minus any period of time between a resignation and a re-hiring and minus any period of leave for which pension contributions were not allowed. Seniority shall not be affected by leave taken in accordance with this Collective Agreement or any previous Terms and Conditions of Employment under which an Academic Staff Member was engaged. If two (2) or more Academic Staff Members have equal seniority, the order of seniority will be decided by lot, except if one Academic Staff Member has discontinuous service interrupted by the period of time between a resignation and a re-hiring. In such a case the Academic Staff Member with continuous service shall be deemed to have the greater seniority.

25.34 An Academic Staff Member who has been laid off as a consequence of financial exigency shall be entitled to retain the following privileges for up to two (2) years following the date of layoff:

- (a) full library privileges including short courses on electronic access;
- (b) computing accounts and related services subject to the same costs as those applying for Academic Staff Members, and subject to restrictions that the Director of Computing and Communications may, in the future, place on off-campus access;
- (c) access to credit courses on the same basis as Academic Staff Members;
- (d) free non-credit courses to a limit of one per semester with additional courses subject to space availability;
- (e) access to Physical Education facilities at one-half the rate charged to Academic Staff Members.

RECALL

25.35 An Academic Staff Member laid off as a consequence of financial exigency shall have the right to be recalled within two (2) years of the end of the Academic Year in which the exigency is declared. Recall of Academic Staff Members shall be in order of seniority of those who have been laid off within the Academic Unit to which the Academic Staff Member is recalled. It shall be the responsibility of the laid-off

Academic Staff Member to keep the University informed of his or her current address and telephone number.

25.36 In the event of recall the Academic Staff Member shall receive the rank, salary, seniority, and all the entitlements held prior to layoff. In addition, should the activities of the Academic Staff Member during the period of layoff be relevant to his or her University position, credit for an appropriate period shall be added to his or her entitlement.

25.37 An Academic Staff Member holding a probationary or tenured position who is notified of a layoff may, prior to the layoff date, resign his or her position and receive a special severance allowance of one (1) month of salary for each full year of service at Memorial University with a minimum of eight (8) months' salary and a maximum of twenty-four (24) months' salary. This salary shall be computed on the basis of the Academic Staff Member's salary at the time the layoff notice was issued. Any resignation under this Clause shall be exempt from the provisions of Clause 25.01.

LAYOFF OF ACADEMIC STAFF MEMBERS FOR REASONS OF ACADEMIC PROGRAMME REDUNDANCY

25.38 During the period from the date of signing of this Collective Agreement until August 31, 1999 there shall be no layoffs of Academic Staff Members for reason of academic programme redundancy.

25.39 Layoffs of Academic Staff Members for other than financial reasons shall be for bona fide academic reasons only and the process shall be subject to the terms of this Article set out hereafter.

- 25.40 An academic programme is defined as a set of courses leading to a degree, certificate, or diploma approved by the Senate of Memorial University.
- 25.41 An academic programme redundancy is defined as a major change in academic programmes resulting from significant changes in student enrolment, or the merger, amalgamation or closure of Departments, Faculties, Schools or Libraries which can be expected to result in layoffs of Academic Staff Members.
- 25.42 Layoffs of Academic Staff Members owing to an academic programme redundancy shall not be treated as, or substituted for a suspension, dismissal for cause, or other disciplinary measure.
- 25.43 The following measures shall be undertaken by the University before a decision is made to declare an academic programme redundancy:
- (a) moratorium on new appointments both within and outside the bargaining unit in the Academic Unit affected, and in cognate areas;
 - (b) transfer to other Academic Units in accordance with Clauses 25.12 - 25.15.
 - (c) consideration for retraining at the option of the University. All such re-training shall be undertaken with the Academic Staff Member's consent. An Academic Staff Member selected for retraining shall be allowed leave for up to two (2) years and shall receive a salary and/or research grants, stipends, fellowships, et cetera, equivalent to one-hundred (100) percent of the Academic Staff Member's Basic Annual Salary for such year(s) of leave. An Academic Staff Member selected for retraining must undertake to return to employment at the University for a period equivalent to the period of retraining leave.
- 25.44 Where declining student enrolment is argued as a bona fide academic reason, the University shall demonstrate that a significant decline in enrolment has occurred which has resulted in low enrolments for at least three consecutive years, and reasonable projections into the future indicate that a low level of enrolment will continue.
- 25.45 Any declaration of academic programme redundancy shall be initiated by the Vice-President (Academic).
- 25.46 When the Vice-President (Academic) plans to recommend to Senate that there be a declaration of academic programme redundancy, the Vice-President (Academic) shall inform in writing the appropriate Dean, Director, University Librarian, or Principal and the Association of his or her plan for redundancy along with the reasons and anticipated consequences.
- 25.47 The Dean, Director, University Librarian, or Principal shall notify all Academic Staff Members of the affected Academic Unit in writing as well as the Faculty Council (or equivalent governing body) of the Academic Unit.
- 25.48 The Dean, Director, University Librarian, or Principal, the Faculty Council (or equivalent governing body), and the affected Academic Unit shall conduct separate reviews of the proposal of the Vice-President (Academic) and shall

make recommendations to the Vice President (Academic) within thirty (30) days.

25.49 Within a further thirty (30) days, the Vice-President (Academic) shall consider all advice and recommendations received and shall make a decision whether or not to recommend to Senate a declaration of an academic programme redundancy. He or she shall inform in writing the Senate, the affected Academic Unit and the Association concurrently of his or her decision.

25.50 If the Vice-President (Academic) recommends an academic programme redundancy which would lead to the lay off of Academic Staff Members, the Senate shall meet within twenty (20) days and have an additional thirty (30) days from the time of its meeting to review the recommendation of the Vice-President (Academic) along with all other written recommendations received by the Vice-President (Academic).

25.51 The Senate shall hear any representation from the Association and from the affected Academic Unit prior to making its decision on academic programme redundancy for the affected Academic Unit.

25.52 The Senate shall advise all interested parties of its decision. Senate's decision shall be submitted to the Board, whose decision shall be final.

25.53 Any layoff resulting from academic programme redundancy shall be effected using the processes of Clauses 25.29 - 25.31, and 25.33 - 25.37.

Article 26

MISCELLANEOUS WORKING CONDITIONS

TRAVEL FUNDS

26.01 Academic Staff Members are expected to seek travel funds through grants or other external sources of funding to support travel to conferences and other proposed travel.

26.02 The University shall provide supplementary funds for the purpose of subsidizing travel of Academic Staff Members associated with their teaching, professional or research interests. The fund shall be \$600 times the number of Academic Staff Members as of April 1 of each fiscal year. The funds shall be disbursed in accordance with Clauses 26.03 and 26.04.

26.03 The travel fund shall be distributed to each Faculty, School, College or Library on the basis of \$600 times the number of Academic Staff Members in the unit.

26.04 Any Academic Staff Member may apply for funds to subsidize the reasonable and necessary costs of travel referred to in Clause 26.02. The amount of the grant shall not be less than \$600, or the total cost if less than \$600, and may not unreasonably be denied.

HEALTH, SAFETY AND SECURITY

26.05 The University shall maintain conditions on all University premises in accordance with an acceptable standard of safety and health in conformity with all pertinent regulations and codes. The University shall take reasonable measures to maintain the security of the buildings and grounds. In so doing, the University shall consult the affected Departments, Faculties, Schools,

or Libraries.

26.06 The Occupational Health and Safety Committee shall be composed of six (6) members, three (3) of whom shall be appointed by the Association and three (3) of whom shall be appointed by the University.

26.07 The Committee shall hold meetings as the need arises on the request of the representatives of either Party, but in any event, at least every two (2) months.

26.08 A quorum for the conduct of business by the Committee requires at least two (2) members present from each of the Parties.

INSURANCE

26.09 The University agrees to maintain the current level of general liability coverage for Academic Staff Members as provided for under its General Liability Policy.

OFFICE, TEACHING AND RESEARCH SPACE

26.10 The University shall use its best efforts to provide each Academic Staff Member with adequate office, research, teaching and studio facilities. In normal circumstances, these facilities shall be maintained, cleaned, and heated at levels in effect during the year preceding the date of signing of this Collective Agreement. Faculty Members who were provided with individual offices during the 1991-92 Academic Year shall continue to be provided with such offices. Normally, Faculty Members shall be provided with fully enclosed, private and individual offices.

26.11 When constructing new office facilities, the University shall construct offices for

Faculty Members consisting of approximately eleven (11) square metres of floor space.

26.12 The number of offices provided for Librarians in the 1991-92 Academic Year shall not be reduced.

26.13 Academic Staff Members shall have access to the offices and research facilities assigned by the University at all times, except:

- (a) in emergency situations such as toxic chemical leakage, fire or bomb threats;
- (b) a MUNFA strike or lockout of MUNFA, unless explicit permission is given under Clause 26.27;
- (c) as a result of disciplinary action as specified in this Collective Agreement.

SUPPORT SERVICES

26.14 The University recognizes the importance of support services to the work of Academic Staff Members. Thus, save and except changes brought about by technological change and the introduction of new work methods, the University agrees to use its best efforts to maintain secretarial services, Library services, duplicating services, telephone services, computing facilities, office material, postage, and supplies for their University work at levels generally consistent with those in existence during the year preceding 1 September 1992.

PARKING

26.15 Upon application, each Academic Staff

Member shall be provided with one outdoor parking space. Normally, the space shall be within reasonable distance of his or her office. If, because of major construction, the University is unable to meet these requirements, the Parties shall meet to agree upon a fair allocation of parking spaces for Academic Staff Members.

26.16 There shall be no increase in parking fees from those in place on April 1, 1992, during the life of this Collective Agreement.

26.17 The University shall provide sufficient racks in convenient locations for the secure on-campus daily storage of bicycles by Academic Staff Members.

RECORDING OF LECTURES

26.18 No lectures or classes shall be recorded without the written permission of the Academic Staff Member in charge of the class.

26.19 The above notwithstanding, a student with a handicap or disability, recognized as such by the Dean of Student Affairs, may request permission to make an audio recording of class materials for his or her individual use only. Such permission shall not be unreasonably withheld.

26.20 Students with handicaps or disabilities may request that Academic Staff Members employ non-recording technological aids to assist in the delivery of classroom or other materials. Such co-operation shall not be unreasonably withheld.

26.21 Where such technological aids require additional effort on the part of the Academic Staff Member, it shall be considered in determining the Academic Staff Member's workload. The Academic Staff Member shall consult with the

Administrative Head before undertaking this additional task.

Member shall not be subject to discipline for failure to perform duties during such a storm.

CHILDCARE

26.22 The University shall use its best efforts to provide personnel and facilities for the day care of at least twenty (20) children and after school care of thirty (30) children of Academic Staff Members aged from two (2) to eight (8) years at rates that shall not exceed 1.35 times the rates for full-time undergraduate students prevailing at the existing Council of the Student's Union Pre-school Centre. Such facilities shall be available from 8:00 a.m. to 6:00 p.m. on weekdays when the University is normally open.

PAYMENT OF PORTION OF SALARY AS RESEARCH GRANT

26.23 Subject to the provisions of the Income Tax Act and rulings of Revenue Canada, the University shall assist Academic Staff Members in designating a portion of salary as a research grant.

STORMS

26.24 In the event of a serious storm, a Faculty Member and the Administrative Head, in consultation, shall decide whether to cancel classes or laboratories. The Faculty Member and the Administrative Head, in consultation, shall make suitable arrangements for making up class or laboratory sessions, should such a make-up be deemed necessary. Similar arrangements shall be made by a Librarian with the University Librarian; and, if necessary, any lost time shall be made up.

26.25 Provided that the provisions of Clause 26.24 are adhered to, an Academic Staff

STRIKES AND LOCKOUTS

26.26 In the event of a strike or lockout of employees not in the MUNFA bargaining unit, Academic Staff Members shall not be required to perform the duties of those employees.

26.27 During strikes or lockouts involving the University, the University shall allow controlled access by Academic Staff Members to those of their research projects which would be irreparably harmed should such access be denied. The University shall notify the Association of the approved persons and conditions.

Article 27

PATENTS AND COPYRIGHTS

PREAMBLE

27.01 Since the primary consideration of the University is to promote teaching, research, and publication by its Academic Staff Members, these activities will continue to be encouraged. However, the University recognizes that the community at large may also benefit from inventive and creative advancements in artistic, creative, technical, and scientific knowledge which have been achieved by Academic Staff Members.

27.02 It is understood that the University and its Academic Staff Members have a joint interest and ownership in all inventions, discoveries or creations conceived or developed by an Academic Staff Members during the course of employment at the University, limited by the remainder of this Article.

27.03 An account of all expenditures referred to in this Article, prepared in accordance with usual accounting methods, shall be provided by either party to the other upon written request.

PATENTS

27.04 Where an Academic Staff Member is party to a research or development contract which has explicit provisions for patents and revenue sharing from such patents and an invention is made by the Academic Staff Member in the course of research or development supported by that contract, the provisions of that contract shall take precedence over this Collective Agreement.

27.05 The Academic Staff Member shall disclose in writing to the Administrative Head all potentially patentable inventions, discoveries or creations made by him or her. Within thirty (30) days of the date of disclosure, the University shall determine whether the invention, discovery or creation arose from University-related activities, and shall notify the Academic Staff Member in writing of its determination.

(a) If the University decides that the invention, discovery or creation arose from University-related activities, the Academic Staff Member shall assign to the University all proprietary rights for patents based on what he or she conceived, developed or embodied.

(b) If the University decides that the invention, discovery or creation did not arise from University-related activities, the Academic Staff Member may deal with the patent as he or she deems appropriate. The University shall relinquish all claims to the invention, discovery or creation at any time in the future. This latter situation shall not preclude a jointly negotiated development agreement between the Academic Staff Member and the University.

27.06 When potentially patentable inventions, discoveries or creations are disclosed and determined to be the result of University-related activities, the University shall decide whether it intends to pursue a patent application and shall notify the Academic Staff Member of its decision within 120 days from the date of disclosure. This patent protection shall be applied for within the above 120 days

unless it is agreed by the University and the Academic Staff Member that this period is to be extended. This patent protection shall be pursued in the name of the Academic Staff Member who is the inventor, discoverer, or the creator. The cost involved in this process shall be paid by the University. The Academic Staff Member agrees to provide full co-operation and assistance in the preparation of the patent application, including disclosure of information containing potentially patentable discoveries which have not yet been protected. Such disclosure shall only be made within agreements of confidentiality until a patent application is filed or a decision not to file is made.

27.07 If the University does not agree to pursue patent protection, the Academic Staff Member shall be so notified in writing within 120 days of disclosure to the University. By giving this notification the University shall relinquish all claims to pursue patent protection for this particular invention, discovery or creation at any time in the future.

27.08 When notification as specified in Clause 27.07 has been given, the Academic Staff Member may pursue patent protection at his or her own expense. In such a case, the University's equity shall be reduced to that stated in Clause 27.13.

27.09 Pursuant to Clause 27.06, as soon as the patent protection has been applied for or the decision has been taken not to apply, the Academic Staff Member shall have the right to publish the results of his or her research which pertain to the invention, discovery or creation.

27.10 If, within one (1) year of obtaining patent protection, the University has not proceeded with the development of the invention,

discovery or creation, the Academic Staff Member may request in writing that the University reassign patent rights to him or her. Within thirty (30) days of receipt of this request, the University shall:

- (a) comply with this request; or
- (b) proceed with development in accordance with a mutually agreed development plan.

If such an agreement on a development plan has not been reached, the patent rights shall be reassigned to the Academic Staff Member, and the University's equity shall be reduced to that stated in Clause 27.13.

27.11 The Academic Staff Member shall share in any royalties derived from the commercialization of patents which he or she has assigned to the University.

27.12 If the University pursues patent protection, the sharing of royalties shall be as follows:

- (a) The royalties to be shared shall be those remaining after the University and the Academic Staff Member recover their direct costs incurred in the development of the invention, discovery or creation, and patenting process. These direct costs shall not include overheads. Seabright Corporation or other University agencies may charge overheads not to exceed thirty-five (35) percent of salaries incurred in the processing of this project except by agreement with the Academic Staff Member.
- (b) The share of royalties accruing to the Academic Staff Member shall be:

- (i) fifty (50) percent of the first \$200,000;
- (ii) forty (40) percent of the next \$200,000;
- (iii) twenty-five (25) percent of the remainder.

27.13 If, pursuant to Clause 27.08, the Academic Staff Member decides to pursue patent protection without the University's aid, the sharing of royalties shall be as follows:

- (a) The royalties to be shared shall be those remaining after the Academic Staff Member and the University recover their direct costs incurred in the development of the invention, discovery or creation, and the patenting process. These direct costs shall not include overheads. Seabright Corporation or other University agencies may charge overheads not to exceed thirty-five (35) percent of salaries incurred in the processing of this project except by agreement with the Academic Staff Member.
- (b) The share of the royalties accruing to the University shall be:
 - (i) fifty (50) percent of the first \$200,000;
 - (ii) forty (40) percent of the next \$200,000;
 - (iii) twenty-five (25) percent of the remainder.

27.14 The University's share of royalties shall be used to support research and scholarly activity.

27.15 Neither the University nor the Academic Staff Member shall enter into any agreement with a third party which alters the patent rights

of either party as stated in this Article without the written consent of the other party.

COPYRIGHTS

27.16 The copyright on all literary works, dramatic works, musical works, artistic works, computer programs, or other forms of intellectual property produced or created by an Academic Staff Member is vested in the Academic Staff Member who created the works. The benefits that may accrue to the Academic Staff Member may be limited by the terms of external contracts and licensing agreements.

27.17 Notwithstanding Clause 27.16, where the University specifically commissions the preparation of a particular work, at the time the commission is made the Academic Staff Member who is the creator and the University may negotiate specific conditions which may vest the copyright in the University or provide the University with a royalty-free licence to use the material.

27.18 The University shall make no claim to the proceeds of publication for which it has provided no more than normal academic facilities, including research grants.

27.19 When the University has subsidized publication by advancing extraordinary assistance, it may negotiate, with the Academic Staff Member who is the creator specific conditions governing participation in royalties.

27.20 The University shall stipulate, at the time it offers a publication subsidy, whether it wishes to negotiate a claim to royalties that may accrue from publications thus supported. If the University does not so stipulate, it shall be deemed to have waived any claim to royalties or other income.

27.21 The University's share of royalties shall be used to support research and scholarly activity.

Article 28

ACADEMIC STAFF MEMBERS WITH DELEGATED ADMINISTRATIVE RESPONSIBILITIES

.01 Grievances arising from actions taken in the context of this Article by Academic Staff Members with delegated administrative responsibility shall be lodged against the Administrative Head.

APPOINTMENT AND DUTIES OF FIRST-YEAR COORDINATORS AT THE ST. JOHN'S CAMPUS

Appointment:

28.02 The decision as to whether a position of First-Year Coordinator will be filled rests with the Department Head. When a vacancy is to be filled, the primary responsibility for a recommendation of appointment shall rest with the Department Head who shall make the recommendation after formal consultation.

28.03 First-Year Coordinators shall be appointed for a period of one (1) to three (3) years. They shall be eligible for re-appointment.

28.04 If a Coordinator is asked by the Department Head to provide formal advice respecting the evaluation of Faculty Members for promotion, tenure, or any other purpose, this advice shall be contained within the evaluation file and treated in accordance with the relevant procedures in this Collective Agreement.

Duties:

28.05 The First-Year Coordinator shall be responsible for the orderly, effective and efficient operation of the Department's first-year courses. He or she shall advise the Department Head on matters pertaining to first-year courses. Such advice shall be based on consultation with Faculty Members in the Department. The First-Year Coordinator's duties may include, but shall not be limited to:

(a) acting as liaison between the Department and the Division of General Studies and all persons teaching Departmental first-year courses regardless of location;

(b) where applicable, assigning students to different levels of courses in accordance with departmental criteria ;

(c) estimating the numbers of students expected to enroll in the Departmental first-year courses;

(d) advising the Department Head concerning the number of sections to be offered and making appropriate formal requests for the allocation of time table slots, classrooms, laboratory space, equipment, supplies and support staff;

(e) after consultation, where feasible, with the individuals involved, requesting the allocation of

specific sections to those Faculty Members assigned to teach those courses;

(f) coordinating the registration for first-year courses;

(g) coordinating the preparation and grading of examinations and the subsequent reporting of grades;

(h) arranging for text book selection;

(i) processing requests for deferred examinations.

APPOINTMENT AND DUTIES OF COORDINATORS AT GRENFELL COLLEGE

Appointment:

28.06 Each College Department shall have a Coordinator who shall be responsible for the orderly, effective and efficient operation of his or her unit.

28.07 When a vacancy exists, the Faculty Members in the College Department shall nominate to the Principal in writing a candidate for the position of Coordinator. The Principal shall either recommend the candidate to the Vice-President (Academic) or shall return the nomination to the College Department for further consideration.

28.08 Coordinators at the College shall be appointed for a period of one (1) to three (3) years. They shall be eligible for re-appointment. Normally, a Coordinator shall not be

appointed for more than six (6) consecutive years.

28.09 If a Coordinator at the College is granted sabbatical leave or other leave lasting one (1) semester or more, he or she shall resign the office of Coordinator effective the beginning of the leave period.

Duties:

28.10 A Coordinator at the College shall promote teaching and scholarship, and shall advise the Principal on matters pertaining to the College Department. Such advice shall be based on consultation with other Faculty Members in the College Department. The duties of a Coordinator at the College may include, but not be limited to:

(a) advising the Principal on matters with respect to staffing, programme, budget, research and travel funds;

(b) controlling expenditure of the allotted budget;

(c) ensuring that students are advised on academic matters;

(d) advising Faculty Members with respect to applications for research and travel grants;

(e) supervising and recommending the selection of support staff for his or her College Department in accordance with University policy;

(f) providing liaison with the Department Head at the St. John's campus.

LIBRARIANS APPOINTED TO ADMINISTRATIVE POSITIONS IN THE LIBRARY

28.11 A Librarian appointed to an administrative position within the Library system which is not excluded from the bargaining unit shall be appointed for a fixed term, not to exceed three (3) years. Subject to clause 28.12, such appointments shall be renewable after a favourable review.

28.12 If the University Librarian and the Librarians agree, such administrative positions may be filled from the Librarians in the division according to mutually acceptable procedures. Such appointments shall be for a fixed term of agreed duration.

28.13 Except where administrative appointments are made in accordance with Clause 28.12, a person appointed to a Librarian position with administrative responsibilities shall be appointed according to the procedures set out in Article 13.

28.14 When an appointment to such an administrative position is to be renewed, a Review Committee shall be formed in the same manner as Search Committees as set out in Article 13 with the additional condition that at least one (1) of the elected Librarians shall be from the relevant division wherever possible.

28.15 Assessment of the Librarian whose position is being reviewed shall be based primarily upon his or her ability to perform the administrative duties of the position.

28.16 The Review Committee shall report its advice and assessments to the University Librarian. The University Librarian shall review with the Committee its advice and assessments and may refer the matter back to the Committee for further consideration. The University Librarian shall forward his or her recommendation to the Vice-President (Academic) together with the report of the Review Committee containing its advice and assessments. The University Librarian shall inform the Review Committee and the Librarian concerned of his or her recommendation at the time it is forwarded to the Vice-President (Academic). In the case of such appointments in the Health Sciences Library and the Sir Wilfred Grenfell College, the Review Committee shall report simultaneously to the University Librarian and the Dean of Medicine or Principal, and the University Librarian and the Dean or Principal shall recommend jointly whether to renew the administrative appointment through the Vice-President (Academic).

28.17 The Vice-President (Academic) shall send his or her recommendation to the President and, simultaneously, shall send a letter to the Librarian whose position is under review saying whether the recommendation to renew is positive

or negative. If negative, the letter shall state the reasons.

28.18 Notwithstanding Article 17, if as a consequence of such a review, a Librarian appointed to an administrative position within the Library is denied renewal of his or her administrative position, and if he or she is untenured at the time this occurs, he or she shall retain a probationary appointment for at least a further two (2) years before being given final consideration for tenure.

28.19 If the provisions of Clause 28.18 are used to add a further two (2) years to a probationary appointment and tenure is subsequently denied, he or she shall be offered a further one (1) year terminal appointment.

APPOINTMENT OF DEPUTY HEADS AND ASSOCIATE AND ASSISTANT DIRECTORS

28.20 The decision as to whether a position of Deputy Head or Assistant or Associate Director will be filled rests with the Administrative Head. When a vacancy is to be filled, the primary responsibility for a recommendation of appointment shall rest with the Administrative Head who shall make the recommendation after formal consultation.

28.21 Deputy Heads and Assistant and Associate Directors shall be appointed for a period of one (1) to three (3) years. They shall be eligible for reappointment.

28.21 Deputy Heads and Assistant and Associate Directors shall be appointed for a period of one (1) to three (3) years. They shall be eligible for reappointment.

**Article 29
EMPLOYMENT EQUITY**

PREAMBLE

29.01 Without in any way diminishing the University's general commitment to non-discrimination and equity in employment as contained in Article 2, particularly with respect to the following targeted groups: women, aboriginal peoples, persons with disabilities, and visible minorities, the Parties agree to implement measures during the life of this Collective Agreement to promote equity as defined in the Federal Employment Equity Act (1986).

EQUITY IN THE APPOINTMENT OF TARGETED GROUPS

29.02 Under-representation of a targeted group exists when the proportion of Academic Staff Members in an Academic Unit from a given targeted group is less than the proportion of persons from that group in the total pool of persons who:

- (a) are Canadian citizens or permanent residents of Canada; and

- (b) have graduated in Canada within the previous three (3) years from the degree programme normally required for an appointment at this University in their discipline.

29.03 The University shall make a positive attempt in good faith to recruit targeted groups through the procedures specified in Articles 6, 7, 13 and 24, and in particular shall include in advertisements the following statement: "Memorial University is committed to employment equity". The Administrative Head shall send to every applicant for an advertised Academic Staff Member position, a copy of this Article and a standard form by which the applicant is invited to identify himself or herself as a member of a targeted group.

29.04 The Search Committee of each Academic Unit shall include at least one (1) person from a targeted group. If no Academic Staff Member from a targeted group is available in the unit, the Administrative Head may appoint

an Academic Staff Member from a cognate area to comply with this provision.

members of the Committee shall be elected by the Committee to serve as Chairperson.

29.05 For Academic Staff Member positions in Academic Units where under-representation of targeted groups exists, the Parties agree that where the qualifications of short-listed target-group and non-target-group candidates are substantially equal and meet the criteria established for the appointment in question, the Search Committee shall recommend a candidate from a targeted group for appointment.

29.09 The Joint Equity Committee shall assist Academic Units in the development of hiring goals and other measures to reduce unwarranted imbalances among targeted groups. For such purposes Sir Wilfred Grenfell College shall be considered as two (2) units, one (1) consisting of the College Departments associated with disciplines in the Faculty of Science and the other consisting of all other College Departments and Academic Units at the College.

29.06 When an appointment of a non-target-group member has been recommended to the Vice-President (Academic), the Administrative Head shall forward to the Joint Equity Committee and the Vice-President (Academic) the application files of the recommended candidate and of all self-identified target-group applicants.

29.10 Upon a request from the Joint Equity Committee to meet with an Academic Unit, the Administrative Head shall schedule such a meeting to be held within fifteen (15) days.

JOINT ASSOCIATION/UNIVERSITY EMPLOYMENT EQUITY COMMITTEE

29.11 Once decisions setting the goals have been made, the Committee shall annually review progress made in hiring target-group members and prepare a report which shall be submitted jointly to the University and the Association.

29.07 There shall be a Joint Association/University Employment Equity Committee (Joint Equity Committee) which shall assist the University Employment Equity Officer to develop and monitor an employment equity programme for the University's academic community.

29.12 Reporting to the Vice-President (Academic) and to the Association, the Joint Equity Committee shall:

29.08 The Joint Equity Committee shall consist of three (3) voting members appointed by the Association, at least one (1) of whom shall be a woman and one (1) of whom shall be from the other targeted groups; and three (3) voting members appointed by the Vice-President (Academic), at least two (2) of whom shall be members of targeted groups. The University Employment Equity Officer shall be a non-voting member of the Committee. One (1) of the voting

(a) make recommendations concerning the realization of the University's commitment to non-discrimination and equity in the hiring and the employment status of target-group members; and

(b) provide assistance to the University Employment Equity Officer in implementing strategies; and

(c) assist the University Employment Equity Officer on other relevant

matters.

29.13 The Joint Equity Committee is authorized to review procedures, actions, and outcomes related to recruitment and appointment of Academic Staff Members to ensure that due emphasis is given to increasing, as appropriate, the proportion of targeted groups.

29.14 On request, the University shall provide the Joint Equity Committee with statistical data concerning tenure, promotion, salary levels, awarding of leaves, and research grants, identifying targeted groups, in order to assess whether there are anomalies concerning those groups.

UNIVERSITY EMPLOYMENT EQUITY OFFICER

29.15 The University shall appoint a full-time University Employment Equity Officer. At least two (2) Academic Staff Members, appointed by the Association, shall serve on the Search Committee.

29.16 The University Employment Equity Officer shall promote equity in the hiring and the employment status of the targeted groups.

29.17 The duties of the University Employment Equity Officer shall include but not be limited to:

- (a) assisting the Joint Equity Committee in developing criteria for identifying such inequities as may exist with respect to the hiring and the employment status of members of targeted groups;
- (b) promoting awareness of the University's commitment to non-discrimination and to the promotion of equity in the employment status

of Academic Staff Members from targeted groups;

- (c) serving as a resource person to Academic Staff Members, academic administrators and the Joint Equity Committee;
- (d) providing annual reports to the Vice-President (Academic) and the Association on:
 - (i) the number of applicants by target-group for each vacant Academic Staff Member position for which a search has been conducted;
 - (ii) the composition by target-group of the Academic Staff Members in each Academic Unit, by rank and status of appointment;
 - (iii) the percentage of target-groups by discipline in graduate degree programs in Canada;
 - (iv) the number of graduates as stated in Clause 29.02 (b);
 - (v) other matters deemed necessary to monitor the effectiveness of the policy in Clauses 29.01 and 29.05.

Article 30
SALARIES AND BENEFITS

30.01 From April 1, 1992 to March 31, 1993, each Academic Staff Member employed by the University at the date of signing of this Collective Agreement shall receive his or her salary in effect on March 31, 1992 in accordance with the provisions of this Collective Agreement unless increased in accordance with the following:

- (a) An Academic Staff Member who did not receive full payment for experience prior to being employed by Memorial University as determined by the Salary Parity Committee or the Administrative Salary Parity Committee or the Salary Structure Review Committee shall have his or her salary increased for that experience, as of April 1, 1992 by the number of salary steps allocated by one of these three (3) Committees, and unpaid as of March 31, 1992, times \$1272.
- (b) An Academic Staff Member who was appointed prior to April 1, 1989 and who received a promotion or completed the requirements for a higher degree as certified by the degree-granting institution, between April 1, 1988, and the date of signing of this Collective Agreement, shall have his or her salary increased as follows:
 - (1) An Academic Staff Member who received a promotion shall have his or her salary increased by \$1272 effective April 1, 1992 or the date the promotion became effective,

whichever is later.

- (2) An Academic Staff Member who completed a higher degree shall have his or her salary increased by \$1272 or \$2544 as is appropriate in accordance with Clauses 30.06(2) or 30.10(2), effective April 1, 1992 or effective the date of completing the higher degree, whichever is later.

30.02 In the case of an Academic Staff Member whose adjusted salary would otherwise become higher than the highest step for his or her rank due to the provisions of Clauses 30.01(a) or 30.01(b) then the Academic Staff Member shall be paid at the highest step for his or her rank.

30.03 Within sixty (60) days of the signing of this Collective Agreement, each Academic Staff Member who was considered for a salary adjustment by a Committee referred to in Clause 30.01(a) shall be informed in writing of the components used to calculate his or her salary increase, if any, as determined by the Committees noted in Clause 30.01(a). Any Academic Staff Member who disputes the assessment or calculation may request a correction through the Association to the Director of Faculty Relations. All requests for correction shall be submitted to the Director of Faculty Relations within thirty (30) days of receipt by the Academic Staff Member of the official notification of the components and salary increase.

30.04 For all payments of adjustments in salary, the University and the Academic Staff Member shall each contribute six percent (6%) of the adjustment payment to the MUN Pension Plan.

- (b) for Assistant Professor: 3
- (c) for Associate Professor: 8
- (d) for Professor: 14.

30.05 In the context of Clause 30.01(b), a "higher degree" shall mean a Master's degree or equivalent in the case of an Academic Staff Member who does not hold a Master's degree or equivalent, or a Ph.D. or equivalent in the case of an Academic Staff Member who does not hold a Ph.D. or equivalent, or in the case of a Librarian, a subject Master's or equivalent.

The resulting number represents the lowest salary step on the appropriate rank scale in Appendix D.1 at which the Faculty Member may be paid upon appointment unless the step is higher than the highest step for the rank, in which case the highest step for the rank is substituted. Regardless of the calculation, no Faculty Member shall be paid at a salary below the floor of the appropriate rank.

30.06 The minimum starting salary of a Faculty Member appointed after April 1, 1992 shall be determined by adding:

30.07 The number of years of experience in the rank of Lecturer or equivalent or above in a University or equivalent degree-granting institution shall be assessed in accordance with the following rules:

- (1) the number of years of experience in the rank of Lecturer or equivalent or above in a university or degree-granting equivalent institution is calculated in accordance with Clause 30.07;
- (2) a number for the highest degree achieved
 - (a) for a Master's Degree or equivalent: 1
 - (b) for a Ph.D. or equivalent: 2;
- (3) a number for the rank
 - (a) for Associate Professor: 1
 - (b) for Professor: 2;
- (4) a number to represent other relevant experience calculated in accordance with Clauses 30.08 and 30.09.

- (1) A "University or equivalent degree-granting institution" is a recognized institution. Equivalency of the level of courses or of instruction at any other type of institution is not a sufficient condition to qualify for this status.
- (2) "Experience in the rank of Lecturer or equivalent or above" is employment in a recognized academic rank in a University or equivalent institution, with duties totalling at least one-half the normal work load in each academic term of the employment. It includes service as a Research Associate where major teaching duties were assigned.
- (3) For a series of term or per-course appointments which qualify under (1) and (2), a total of six (6) laboratory courses or nine (9) non-laboratory courses shall be considered to be equivalent to one (1) full year of relevant academic experience.

From the total of these numbers, subtract a number appropriate to the rank:
(a) for Lecturer: 0

- (4) Except for sabbatical or administrative leave, experience shall not be credited for periods when the individual was on leave for one semester or longer.
- (5) Experience shall not be credited for duties performed by an individual not holding academic rank while engaged in full-time graduate studies.
- (6) No additional credit shall be given under this clause for duties otherwise credited as "other relevant experience" under Clause 30.08.

- (3) Professional employment in an area appropriate to the discipline of the applicant's appointment or relevant to the required duties. School teaching experience shall be credited for Faculty Members appointed to teach Education or Physical Education. High-school teaching experience shall be credited for Faculty Members whose initial appointment was to the School of Junior Studies. Accounting shall be credited only if performed as a Chartered Accountant or equivalent.
- (4) Experience shall not be credited for duties performed by an individual not holding academic rank while engaged in full-time graduate studies.

30.08 "Other relevant experience" shall include academic, research, professional or other employment which was relevant to the appointment, or which is relevant to the required duties of the Faculty Member in his or her present position. For these purposes, relevant experience applies only to experience acquired since the Faculty Member obtained his or her first degree. For Faculty Members, "other relevant experience" shall include the following:

- (1) Academic employment in a non-degree-granting, post-secondary institution, or full-time employment in a teaching capacity below the rank of Lecturer in a degree-granting institution.
- (2) Research employment as a principal or independent investigator, including, but not limited to, positions as Research Fellow, Research Associate, Research Director, or Research Scientist. Time shall not be credited for research conducted as a graduate student.

30.09 Calculation of the total amount of experience to be credited for Faculty Members shall conform to the following rules:

- (1) Months of experience rounded to full months within each of the following categories shall be totalled:
 - (a) Academic experience, as specified in Clause 30.07;
 - (b) Post-secondary teaching experience as detailed in Clause 30.08(1);
 - (c) Research experience as specified in Clause 30.08(2);
 - (d) Relevant professional experience as specified in Clause 30.08(3).
- (2) The total in each case shall be rounded to whole years, following the rounding rule of one-half or greater rounded to one.
- (3) For prior experience in the rank of

Lecturer or above, as specified in Clause 30.07, the total number of years shall be credited, with each year = 1.0.

- (4) Other relevant experience, as specified in Clause 30.08, shall be credited as follows:

Years 1 through 5: each year = 1.0

Years 6 through 15: each year = 0.5

Years 16 and above: each year = 0.0

30.10 The minimum starting salary of a Librarian appointed after April 1, 1992 shall be determined by adding:

- (1) the number of years of experience in the rank of Librarian I or equivalent or above in a university or degree-granting equivalent institution is calculated in accordance with Clause 30.11;
- (2) a number for the highest degree achieved
 - (a) for a Master's Degree or equivalent: 1
 - (b) for a Ph. D. or subject Master's: 2;
- (3) a number for the rank
 - (a) for Librarian III: 1
 - (b) for Librarian IV: 2;
- (4) a number to represent other relevant experience calculated in accordance with Clauses 30.12 to 30.13.

From the total of these numbers, subtract a number appropriate to the rank:

- (a) for Librarian I: 0
- (b) for Librarian II: 3
- (c) for Librarian III: 6
- (d) for Librarian IV: 11.

The resulting number represents the lowest salary step on the appropriate rank scale in Appendix D.2 at which the Librarian may be paid upon appointment unless the step is higher than the highest step for the rank in which case the highest step for the rank is substituted. Regardless of the calculation, no Librarian shall be paid at a salary below the floor of the appropriate rank.

30.11 (1) The number of years of experience in the rank of Librarian I or equivalent or above at a university or equivalent degree-granting institution shall include the following:

- (a) Professional service in a university library.
- (b) Professional service as a specialist librarian in a non-university library.

- (2) A "University or equivalent degree-granting institution" shall be a recognized institution. Equivalency of the level of courses or of instruction at any other type of institution is not a sufficient condition to qualify for this status.
- (3) No additional credit shall be given under this clause for duties otherwise credited as "other relevant experience" under Clause 30.12.

30.12 "Other relevant experience" shall include academic, research, professional or other employment which was relevant to the appointment, or which is relevant to the required duties of the Librarian in his or her present position. For these purposes, relevant experience applies only to experience acquired since the Librarian obtained his or her first degree and shall include the following:

- (1) Service as a professional librarian other than that specified in Clause 30.11.
- (2) Service in an academic position other than librarian at a University or equivalent degree-granting institution which is directly relevant to the duties of the individual as a Librarian.

30.13 Calculation of the total amount of experience to be credited for Librarians shall conform to the following rules:

- (1) Months of experience rounded to full months within each of the following categories shall be totalled:

- (a) Academic experience, as specified in Clause 30.11;
- (b) Other relevant experience, as specified in Clause 30.12.

(2) The total in each case shall be rounded to whole years, following the rounding rule of one-half or greater rounded to one.

(3) For prior experience in the rank of Librarian I or above, as specified in Clause 30.11, the total number of years shall be credited, with each year = 1.0.

(4) Other relevant experience, as specified in Clause 30.12, shall be credited as follows:

Years 1 through 5: each year = 1.0
 Years 6 through 15: each year = 0.5
 Years 16 and above: each year = 0.0

GENERAL CONSIDERATIONS

30.14 Only one type of experience may be credited for any given time period. If an Academic Staff Member has more than one type of experience for a given time period, the type of experience used to calculate the Academic Staff Member's salary at appointment shall be the one which yields the highest step.

30.15 After the date of signing of this Collective Agreement an Academic Staff Member who receives a promotion or completes the requirements for a higher degree, as certified by the degree-granting institution, shall have his or her salary increased as follows:

- (1) An Academic Staff Member who receives a promotion to Assistant Professor, Associate Professor,

Librarian II, Librarian III or Librarian IV shall have his or her salary increased by an amount equal to two (2) steps effective the date the promotion becomes effective or to the floor for the rank whichever is greater.

- (2) A Faculty Member who receives a promotion to Professor shall have his or her salary increased by an amount equal to three (3) steps effective the date the promotion becomes effective or to the floor for the rank whichever is greater.
- (3) An Academic Staff Member who completes a higher degree shall have his or her salary increased by an amount equal to one (1) or two (2) steps, as appropriate in accordance with Clause 30.06(2), effective the date of notification of completion.

30.16 From April 1 of each year after March 31, 1993, the salary of each Academic Staff Member whose salary is below the ceiling for his or her rank shall be increased by one (1) step on the scale by Appendix D.1 or D.2, as appropriate.

PAYMENT FOR EXTRA DUTIES

Stipends for Overload Teaching

On-Site Courses

30.17 A Faculty Member who teaches an extra course or courses as provided for in Clauses 3.26, 3.28, and any Librarian teaching a course shall have the choice of being paid one-tenth of the floor salary for the Assistant Professor rank for each such course or receiving a future remission in teaching equivalent to the extra teaching carried out. An Academic Staff Member

who is being considered for assignment of an extra course or courses shall advise the University of his or her compensation choice, at which time the University shall have the option of seeking an alternative teacher.

30.18 An Academic Staff Member who takes on extra teaching in accordance with Clause 3.28 and teaches less than a full course shall have the choice of being remunerated on a pro rata basis or receiving a future remission in teaching equivalent to the extra teaching carried out.

30.19 An Academic Staff Member who teaches a laboratory course in accordance with Clauses 30.17 or 30.18 that requires the presence and participation of the Academic Staff Member in the laboratory and who elects payment rather than future teaching remission shall be paid an additional \$1000 per course.

Distance Education

30.20 Distance education shall be defined as the teaching of students who are not in the presence of the Academic Staff Member teaching the course. Distance education shall not be assigned without the Academic Staff Member's consent and shall be compensated according to the provisions of this Article. In the case of technologies or delivery methods not covered by this Article, compensation shall be negotiated in advance of the Academic Staff Member accepting the assignment.

30.21 An Academic Staff Member who develops instructional materials for distance education shall be paid up to one-tenth of the floor salary for the Assistant Professor rank. The amount to be paid shall be agreed in advance of the Academic Staff Member accepting the assignment.

Academic Year;

(ii) \$600 Per Annum.

(b) First-Year Coordinators - \$750 per Active Semester

(c) Assistant and Associate Directors of Schools and Deputy Heads - \$2500 Per Annum

In the case of Deputy Heads, the payment shall be effective from the date of appointment or April 1, 1993 whichever is later.

(d) Library Division Heads and Division Coordinators - \$2500 Per Annum

(e) Grenfell College Librarian - \$2500 Per Annum

30.22 An Academic Staff Member who delivers a correspondence course shall be remunerated at the rate of one hundred and six dollars (\$106.00) per student as of the last day of dropping courses without financial penalty or as of the first date on which a written assignment had been received, whichever is earlier.

30.23 An Academic Staff Member who delivers a course solely by teleconference shall be remunerated in accordance with Clause 30.17.

30.24 An Academic Staff Member who delivers a course using a combination of teleconference and correspondence modes shall be remunerated as in Clause 30.22 and shall be paid an additional \$85 per each teleconference session of one and one-half hours.

Stipends for Administrative Duties

30.25 The following stipends shall be paid to Academic Staff Members appointed to the following positions:

(a) Grenfell College Coordinators shall be paid the greater of:

(i) \$750 per Active Semester, where an Active Semester is one equivalent to one for which this stipend was given during the 1991-92

BENEFITS

Professional Development Expense Reimbursement

30.26 The University shall provide Professional Development Expense Reimbursement (PDER) for each probationary or tenured Academic Staff Member who is employed as of April 1 at this University. The Administrative Head shall approve the expenditures using the criterion of whether or not the expenditure contributes to the professional development of the Academic Staff Member so the Academic Staff Member can better serve the University and its students.

30.27 For the fiscal years beginning each April 1 after March 31, 1993, expenses of up to \$200 per year may be claimed by each Academic Staff Member. An Academic Staff Member who ceases to be an employee shall not receive a PDER.

30.28 The Academic Staff Member shall be reimbursed only for qualifying expenditures which are related to his or her research and professional development. Qualifying expenditures are limited to:

- (a) books, subscriptions, equipment, computer software, instruments, materials or supplies which shall remain the property of the University;
- (b) travel, accommodation, or cost of supplies directly related to meetings or research activities including field trips not covered by other University funds;
- (c) registration fees for scholarly conferences;
- (d) page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts.

30.29 An Academic Staff Member shall be reimbursed for qualifying expenditures only upon the written request of the Academic Staff Member to the Administrative Head. Only one (1) such request may be made in a fiscal year, and must be submitted to the Comptroller's Office. All claims shall be reimbursed within thirty (30) days.

Credit Courses

30.30 An Academic Staff Member may register for or audit one credit course at the University during each semester.

30.31 Financial assistance is limited to the cost of tuition fees for the course. The Academic

Staff Member shall be responsible for text books and laboratory costs not covered in tuition fees. Registration fees at the University shall be waived.

Moving Expenses

30.32 An Academic Staff Member who is newly appointed or transferred shall receive up to one-way economy air fare plus transportation costs to the airport for himself or herself and for his or her spouse and children from his or her place of residence prior to appointment or transfer to his or her normal place of employment as defined by the University. If the Academic Staff Member travels by private motor vehicle, or by other than the most direct route, he or she shall be reimbursed the actual cost of travel up to the amount of economy class air fare. Vouchers covering travelling expenses must be produced when the reimbursement is claimed.

30.33 For an Academic Staff Member appointed to a tenured or probationary appointment or to a term appointment of two (2) years or longer, the University shall pay seventy-five (75) percent of the cost of moving his or her household and professional goods and effects by surface freight from the then place of residence to the normal place of employment as defined by the University. Reimbursement will be made in accordance with the University's household removal and relocation guidelines. The University shall reimburse an Academic Staff Member in accordance with this Clause for the moving of an Academic Staff Member's professional books and equipment only with the prior written approval of the Dean, Director, University Librarian or Principal.

30.34 The University shall pay living expenses incurred by the Academic Staff Member

and his or her family for one day at his or her then place of residence and for up to six (6) nights upon arrival at the normal place of employment as defined by the University.

30.35 An Academic Staff Member who received reimbursement under Clause 30.33 and who voluntarily fails to complete two (2) years of service with the University from the date of initial appointment must repay one-half of the amount that was expended by the University on his or her movement to, and settlement in, the normal place of employment as defined by the University.

Insured Employee Benefit Plans

30.36 The University and the Association agree that all insurance benefit plans in place at the time this Collective Agreement is signed shall remain in force on the current cost-sharing basis. The benefit plans shall include the following:

- Basic Life Insurance;
- Optional Life Insurance;
- Basic Accidental Death and Dismemberment;
- Voluntary Accidental Death and Dismemberment;
- Health Insurance;
- Dental Insurance;
- Long Term Disability.

30.37 Except where an urgent decision is necessary, or where the insurer is late providing documents, when decisions about insured employee benefit plans or the pension plan which have financial implications for Academic Staff Members are to be made by the Board of Regents, the information relevant to those decisions shall be circulated to the members of the Employee Benefits Committee or the

Pensions Committee, as appropriate, at least twenty (20) days in advance of the Board meeting at which the decisions are scheduled to be made. Academic Staff Members who are members of these committees shall undertake not to unnecessarily delay the business of the committees.

30.38 Within one (1) year of the signing of this Collective Agreement, the University shall provide each Academic Staff Member with a pamphlet setting out the conditions and benefits of all insured benefit plans described in Clause 30.36 including optional and supplementary benefits offered by the plans.

30.39 The University shall provide each Academic Staff Member with a list of bi-weekly premiums for insured benefit plans as changes occur.

30.40 When an Academic Staff Member travels outside Canada on University business and purchases additional medical insurance, the University shall pay the premiums incurred by the Academic Staff Member.

FACULTY MEMBERS

Step Value: \$1,272

SALARY STEP	LECTURER		ASSISTANT PROFESSOR		ASSOCIATE PROFESSOR		PROFESSOR
1	30104						
2	31376						
3	32648	1	35192				
4	33920	2	36464				
5	35192	3	37736				
6	36464	4	39008				
7	37736	5	40280	1	42824		
8	39008	6	41552	2	44096		
	-----	7	42824	3	45368		
		8	44096	4	46640		
		9	45368	5	47912		
		10	46640	6	49184	1	53000
		11	47912	7	50456	2	54272
		12	49184	8	51728	3	55544
			-----	9	53000	4	56816
				10	54272	5	58088
				11	55544	6	59360
				12	56816	7	60632
				13	58088	8	61904
				14	59360	9	63176
				15	60632	10	64448
				16	61904	11	65720
				17	63176	12	66992
				18	64448	13	68264
				19	65720	14	69536
				20	66992	15	70808
				21	68264	16	72080
				22	69536	17	73352
				23	70808	18	74624
				24	72080	19	75896
				25	73352	20	77168
					-----	21	78440
						22	79712
						23	80984
						24	82256
						25	83528
						26	84800
						27	86072
						28	87344
						29	88616
						30	89888

31
32

91160
92432

APPENDIX AE^e

Academic Unit Teaching Norms (see Clause 3.09)

Academic Unit	Number of 3-hour Lecture Course Equivalents per Academic Year
Department of Anthropology	5
Department of Biochemistry	4
Department of Biology	4
Department of Chemistry	4
Department of Classics	6
Department of Computer Science	4
Department of Earth Sciences	4
Department of Economics	5
Department of English	5
Department of Folklore	5
Department of French & Spanish	5
Department of Geography	5
Department of German & Russian	6
Department of History	5
Department of Linguistics	5
Department of Mathematics & Statistics	4
Department of Philosophy	5
Department of Physics	4
Department of Political Science	5
Department of Psychology	4
Department of Religious Studies	5
Department of Sociology	5
Faculty of Business	5
Faculty of Education	6
Faculty of Engineering	4
Faculty of Medicine	4
Ocean Sciences Centre	see Clause 3.19
School of Nursing	5
School of Music	6
School of Pharmacy	4
School of Physical Education	6
School of Social Work	6
Sir Wilfred Grenfell College	6

For the purpose of this Appendix, the following two units, although not Academic Units within the meaning of this Collective Agreement, shall have teaching norms as indicated below:

Science 115	4 laboratory courses but, in any case, the teaching workload shall not be greater than that in 1995-96
Women's Studies	5

APPENDIX AFe

Protocol in Connection With Clause 25.32

Losses in Clause 25.32 and in this Protocol are defined as net losses in the Academic Unit due to termination, layoff, resignation, retirement, early retirement, death or dismissal for cause, minus new hires.

1. List all Academic Staff Members in the bargaining unit, excluding those exempted in Clause 25.30, as of December 1, 1995 in order of seniority as specified in Clause 25.33 and reverse the order of the list. Should ties occur, the ties shall be broken by lot by the University in the presence of one or more members of the Association's Executive.
2. Define B as the total number of Academic Staff Members as of December 1, 1995.
3. As of the date the Board declares a state of financial exigency, revise the list to add all Academic Staff Members who have come into the bargaining unit. Delete from the list all Academic Staff Members who have left the bargaining unit or who have given legal notice of an intention to leave the bargaining unit.
4. Define $B1$ as the number of Academic Staff Members in the revised list specified in step 3 above.
5. Define D as $B - B1$, that is B minus $B1$.
6. Define L as the total number of layoffs required by the Board as a result of the financial exigency.
7. Define M as $1.5((L+D)/B)$, the maximum proportion of losses in any Academic Unit.
8. For any Academic Unit, let u be the number of Academic Staff Members in that unit as of December 1, 1995.
9. Define e as MHu , M times u , the e number for the Academic Unit.
10. Layoffs proceed by going down the list to progressively more senior Academic Staff Members except that in no Academic Unit shall the number of losses exceed the e number for that Academic Unit.
11. To achieve the result in step 10, lay off Academic Staff Members from the list skipping Academic Staff Members where, had they been laid off, this would cause the number of losses in their Academic Unit to exceed the e number.
12. The layoff process continues until the number of Academic Staff Members laid off equals L , or a lesser number if the dollar value of the salaries and benefits of the Academic Staff Members on the list to be laid off equals or exceeds the amount decided by the Board in accordance with Clause 25.28.