

**SECOND
COLLECTIVE AGREEMENT**

BETWEEN

**THE BOARD OF GOVERNORS OF
ST. FRANCIS XAVIER UNIVERSITY**

AND

THE ST. FRANCIS XAVIER ASSOCIATION OF UNIVERSITY TEACHERS

Expires June 30, 2012

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SECTION 1

OVER-RIDING

Article 1.0 STANDARD USAGE: GRAMMAR, PUNCTUATION, AND CROSS-REFERENCES

Throughout the Collective Agreement, the following have been adopted as standard usage in questions of grammar or punctuation:

“Or” preceded by “either” shall be used to indicate one of two possibilities; if inclusivity is required “and/or” shall be used.

When a number of items are listed consecutively, a comma is used before the “and” that precedes the final item in the list.

Frequent cross-references are given in this Agreement. These are given in brackets (e.g., [see: 2.3.1.1, below]). A bolded reference number signifies that the reference is to another article in this Agreement (e.g., [see: **2.4**]), while an unbolded number (e.g., [see 2.4, below]) signifies that the reference is to another clause within the same article.

Article 1.1 DEFINITIONS

For the purpose of this Agreement,

“Agreement” (always capitalized) shall mean this collective agreement between the Parties.

“Academic Calendar,” when printed with initial upper-case letters, shall mean the document prepared annually by the Registrar and reviewed by the University Senate that contains, in part, a description of the University’s academic programmes, regulations, and courses.

“Academic year” shall refer to the part of the university year between September 1 of one calendar year and August 31 of the next.

“Academic Vice President and Provost,” when printed with initial upper-case letters, shall mean the Academic Vice President and Provost of St. Francis Xavier University.

“Article” [see “Section”, below]

“Association” shall mean the St. Francis Xavier Association of University Teachers (StFXAUT).

“Board” shall mean the Board of Governors of St. Francis Xavier University.

“Chair,” when used without qualification and when printed with an initial upper-case letter, shall mean the Chair of one of the Departments of the Faculty of Arts, Faculty of Business, Faculty of Education or the Faculty of Science of St. Francis Xavier University.

“Clause” [see “Section”, below]

“Complement” or “staff complement” shall mean the number of positions, stated in terms of full-time equivalencies, approved for a Department for a given academic year; this complement may be comprised of any combination of tenured, probationary, limited term, and part-time positions.

“Continuing appointment” for Members shall mean the Member is contractually entitled to return to work the following academic year; an individual retiring at the end of the University Year shall also be deemed to hold a continuing appointment.

“Co-ordinator”, when used without qualification and when printed with an initial upper-case letter, shall mean the Co-ordinator of one of the Interdisciplinary Programmes of the Faculty of Arts or Faculty of Science at St. Francis Xavier University.

“Day” means a day from Monday to Friday, and excluding holidays, on which the offices of the Administration of the University are open, unless otherwise specified.

“Dean”, when used without qualification and when printed with an initial upper-case letter, shall mean one of the Deans of Faculty so designated in Section IX, Part II of the Act of Incorporation and By-Laws of St. Francis Xavier University. Further, the word “Dean,” when used without qualification shall be deemed to refer to the Dean of Faculty of the Department to which a Faculty member has been appointed.

“Department,” when used without qualification and when printed with an initial upper-case letter, shall mean a body so designated in Article 1 of Section X, Part II of the Act of Incorporation and By-Laws of St. Francis Xavier University.

“Director,” when used without qualification and when printed with an initial upper-case letter, shall mean the Director of one of the Schools created by the University Senate.

“Employer” (always capitalized) shall mean the Board of Governors of St. Francis Xavier University.

“Faculty” or “Faculty member,” when used without qualification, shall refer to those individuals so designated in Article 1(c)(2) of Section I, Part I of the Act of Incorporation and By-Laws of St. Francis Xavier University, that is, persons who hold a tenured, probationary or term appointment at the rank of Professor, Associate Professor, Assistant Professor or Lecturer of the University.

“Faculty of Arts,” when printed with initial upper-case letters, shall mean the Faculty of Arts of St. Francis Xavier University.

“Faculty of Business,” when printed with initial upper-case letters, shall mean the Faculty of Business of St. Francis Xavier University.

“Faculty of Education,” when printed with initial upper-case letters, shall mean the Faculty of Education of St. Francis Xavier University.

“Faculty of Science,” when printed with initial upper-case letters, shall mean the Faculty of Science of St. Francis Xavier University.

“Fiscal Year” shall mean the period between April 1 of a calendar year and March 31 of the next calendar year.

“Full-time” shall mean that a Faculty member holds a position with responsibilities deemed to be equivalent to the normal teaching load for a member of his or her Department or Interdisciplinary Programme. “Full-time” for Librarians, Clinical Associates, Coady and Extension Program Teaching Staff shall mean the member works the normal hours per week as defined in the appropriate section of the agreement.

“Grievance” shall mean a complaint that has not been resolved informally by the Parties. Only the Association or the Employer may file a grievance against the other Party.

“Interdisciplinary Programme,” when printed with an initial upper-case letter, shall refer to one of the interdisciplinary academic programmes offered within the Faculty of Arts, the Faculty of Science, or the two Faculties jointly.

“ Librarian” shall mean a member of the bargaining unit and who holds a permanent, probationary or term appointment as Librarian I, II, III, or IV or Archivist.

“Member” (always capitalized) shall mean an employee who is designated a member of the bargaining unit by Order Number 5203 of the Nova Scotia Labour Relations Board, April 4, 2005.

“Parties” (always capitalized) shall mean the Association and the Employer; “Party” (always capitalized) shall mean one of the Parties.

“Part-time academic instructor” shall mean a person who is responsible for teaching two or fewer academic-credit courses per term and whose employment by the University carries no guarantee of continuing employment beyond the end of that person’s contract.

“Part-time”, unless otherwise defined in this Agreement, shall refer to Members who work less than the normal hours per week, for their position as defined in the agreement.

“President,” when used without qualification and with an initial upper-case letter, shall refer to the President of St. Francis Xavier University.

“School,” when used without qualification and when printed with an initial upper-case letter, shall refer to an academic unit created by the University Senate that is composed of at least two Departments.

“Section,” when printed with an initial upper-case letter, shall refer to one of the numbered sections of this Agreement listed in the Index. The word “article” shall refer to one of the numbered sub-divisions into which the Sections may be divided; articles are listed in the Index. The word “clause” shall refer to one of the numbered paragraphs contained within one of this

Agreement's articles; the clauses of this Agreement are not listed in its Index. Some clauses are in turn divided into sub-clauses. Reference to a particular clause or sub-clause of a specific article of this Agreement may be abbreviated by giving the article number, followed by a full colon and then the clause or sub-clause number; thus article 2.1.8, clause 4.1 would appear as 2.1.8: 4.1.

Spouse of an employee shall mean a person who:

- a) is married to the employee as a result of a valid civil or religious ceremony, or
- b) is cohabitating in a conjugal relationship with the employee for a continuous period of at least 12 consecutive months.

If the employee is validly married but cohabitating with an individual as described under b) above, the term spouse shall refer only to the person with whom the employee was most recently cohabiting.

“Sub-clause” [see “Section”, above]

“StFXAUT” shall mean the St. Francis Xavier University Association of University Teachers.

“StFX” shall mean St. Francis Xavier University.

“University,” when capitalized, shall mean St. Francis Xavier University (StFX).

“University Faculty,” when printed with initial upper-case letters, shall mean the body so designated in Article 1, Section I, Part II of the Act of Incorporation and By-Laws of St. Francis Xavier University.

“University Senate,” when printed with initial upper-case letters, shall mean the body so designated in Article 1, Section I, Part II of the Act of Incorporation and By-Laws of St. Francis Xavier University.

Article 1.2 RECOGNITION

The Employer recognizes the Association (StFXAUT) as the sole and exclusive bargaining agent for its Members. Furthermore, no Member or group of Members shall be required or permitted to enter into any agreement with the Employer that conflicts with the terms of this Agreement.

Article 1.3 MANAGEMENT RIGHTS

1. The Employer retains all powers consistent with the terms of the *Act of Incorporation and By-Laws of St. Francis Xavier University*, as amended, to manage the affairs of the University without any limitations except those set out in this Agreement.

2. Subject to the provisions of this Agreement, the Association acknowledges that it is the right of the Employer
 - a) to hire and promote Employees,
 - b) to determine the number and function of Employees required from time to time,
 - c) to be the final judge of the qualifications and competence of Employees,
 - d) to discipline, suspend, or discharge Employees for cause.

Article 1.4 ASSOCIATION RIGHTS

1. ASSOCIATION MEMBERSHIP AND DUES COLLECTION

- 1.1 Employees are not required to join the Association as a condition of employment. Whether or not Employees are Members of the Association, they shall pay the equivalent of dues, either to the Association or to a registered charitable organization of their choice (see clause 1.2 below).
- 1.2 Any Employee in the bargaining unit may, not later than thirty (30) days from the effective date of his or her appointment, file, in writing, with the Employer a notice stating that he/she is a practising member of a recognized religion which has a prohibition against paying dues or the equivalent of dues to any union. Thereafter, for such employees, the Employer shall deduct from his/her pay an amount equivalent to the Association's regular membership dues and pay such sums deducted on behalf of such employees to a registered charitable organization named in writing by the employee. The Employer shall provide a copy of each such notice to the Association.
- 1.3 The President or Treasurer of the Association shall inform the Employer in writing of the amount of its regular membership dues. Changes in the amount of dues shall not be made more frequently than once per year. The Employer shall take no more than one month to put any changes into effect.
- 1.4 The Employer shall deduct biweekly dues or their equivalent referred to in 1.4:1.1 and 1.4:1.2 in the amount certified by the Association.
- 1.5 Within fifteen (15) calendar days of the end of the last pay period of each month, the Employer shall forward to the President of the Association the full amount of the deductions with the exception of those monies collected under article 1.4:1.2.
- 1.6 Within fifteen (15) calendar days of the end of the last pay period of each month, the Employer shall provide to the President of the Association in editable electronic form, the names of Members and their employment category and the amount of deduction from each individual's salary.

- 1.7 On or before October 1 of each year, the Employer shall provide to the President of the Association a listing in editable electronic form for the current year of all members of the bargaining unit by name, date of birth, rank, appointment status, date of initial appointment, grid placement, salary, market supplement, list of Members retiring, leaves, awards of tenure, promotion, change of status during the year, number of courses taught by each part-time instructor and the numbers of both hours and weeks employed by each Members where applicable. The Employer shall notify the Association of any changes to the information provided on this list within fifteen (15) days of the effective date of change. The confidentiality of the individual data shall be respected by the Association.
- 1.8 The University shall provide to the President of the Association a copy of the annual budget and the audited financial statements of the University as approved by the Board of Governors.
- 1.89 Without prejudice to its rights under this article, the Association shall indemnify and save the Employer harmless from any and all claims or liability whatsoever arising from the deductions referred to in 1.4:1.2 and 1.4:1.4.
- 1.9 In the event of a strike or lock-out, the collection and reporting of dues specified in clauses 1.4:1.2 - 1.4:1.6 above shall be suspended. The suspension shall last for the duration of any strike or lock-out, and the Employer shall have one month from the end of the strike or lock-out to reinstate the measures provided for in these clauses.

2. PROVISION OF FACILITIES FOR THE ASSOCIATION

- 2.1 The Employer shall provide the Association the use of an office with a telephone (including installation and local call costs only), internet (basic university network service, e-mail, and internet service) and furnishings (desk, desk chair, two other chairs, two filing cabinets, two large bookcases). The Employer shall also provide light, heat, and cleaning services free of charge. All other costs and expenses associated with maintaining this office and its contents shall be borne by the Association.
- 2.2 The Association shall have access to the internal postal service and to available meeting rooms within the university, according to the established policies and booking procedures, free of charge.
- 2.3 In return for payment at prevailing rates, the Association shall have access to Food, Printing, Library, Audio-Visual, and any other University Services available at established rates.
- 2.4 In the event of a strike or lock-out, the Association shall retain the right of access to the facilities named in clauses 2.1-2.3 above.

- 2.5 The Employer agrees to provide each member of the Bargaining Unit with a copy of the Agreement and to provide a copy of the Agreement to each new member with his/her offer of employment letter.

Article 1.4.1 COURSE RELIEF FOR THE ASSOCIATION

- 1.0 The University shall provide one six-credit course reduction for the President of the Association if he or she is a Faculty Member and one quarter (1/4) reduction of the Association President's work load if he or she is not a Faculty Member. In either case, the Association and the University will share the cost at the going rate of one six-credit course teaching stipend.
- 2.0 The University shall provide one three-credit course reduction for a second officer of the Association with the agreement of the member's Chair and appropriate Dean and upon request to the Academic Vice-President and Provost if he or she is a Faculty Member or one eighth (1/8) reduction of the officer's work load if he or she is not a Faculty Member with the agreement of the member's Chair and appropriate Dean if he/she is a Lab Instructor or Clinical Associate, or if a Librarian, agreement of the University Librarian, or if an employee of Coady or Extension the agreement of the Director.
- 3.0 During any academic year in which formal negotiations between the Employer and the Association occur, the Employer shall provide one six-credit course reduction for the Chief Negotiator of the Association if he or she is a Faculty Member and one quarter (1/4) reduction of the Association Chief Negotiator's work load if he or she is not a Faculty Member. In either case, the Association will reimburse the University at the going rate of one six-credit course teaching stipend.
- 4.0 The Association President or Chief Negotiator may opt out of the reduction in teaching or work load specified in clauses 1 and 3 above, and choose to receive instead the equivalent of one six-credit course teaching stipend, for which the University will be reimbursed at the going rate by the Association.

Article 1.4.2 RECOGNITION OF UNIVERSITY SERVICE

The parties recognize that service to the Association shall count as University service where the latter is relevant to the evaluation of Members for promotion, tenure, permanence, or any other form of job performance.

Article 1.5 ACADEMIC FREEDOM

- 1.0 Academic Freedom is essential in the teaching, scholarship, and research functions of the University.
- 1.1 Academic Freedom ensures that:
 - a) Members are entitled to freedom in carrying out research and in publishing the results thereof; and,
 - b) Members have the freedom to teach, to discuss, and to criticize without institutional censorship.
- 1.2 Academic freedom does not require neutrality on the part of the individual Member; rather it imposes the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.
- 1.3 Members shall not be hindered or impeded in any way by the University from exercising their legal rights as citizens; neither shall they suffer any penalties because of the exercise of such legal rights.
- 1.4 The University agrees that it will not infringe or abridge the academic freedom of any member of the academic community.
- 1.5 Nothing in this provision is intended to conflict with duties spelled out elsewhere in this agreement. In the delivery of courses, the academic freedom of members with primary responsibility for teaching the course takes precedence over those assisting in the teaching of that course.

Article 1.6 NON-DISCRIMINATION

Following the Nova Scotia Human Rights Act, in the hiring and employment of its Employees, the University shall not discriminate among them on the basis of the following prohibited grounds: age (except as required to operate a *bona fide* retirement or pension plan, or under the terms or conditions of a *bona fide* group or employee insurance plan); race; colour; religion; creed; sex; sexual orientation; physical disability or mental disability (except where the nature and extent of the physical disability or mental disability reasonably precludes performance of a particular employment or activity); an irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity; association with another individual or class of individuals having characteristics referred to above.

Article 1.7 GRIEVANCE AND ARBITRATION

General

- 1.0 The Parties agree to attempt to resolve disputes arising from this Agreement informally, amicably and promptly.
- a) Any time limits in this Article may be extended by mutual agreement between the Parties.
- 2.0 All offers of settlement shall be kept confidential and are without prejudice.
- 3.0 There shall be no reprisals of any kind taken against any Member because of the Member's participation in the Grievance and Arbitration procedure under this Agreement.
- 4.0 There is no Grievance unless it has been assumed by the Association.
- 5.0 All written communications pursuant to this Article shall be by registered mail or receipted hand delivery and receipt of notification shall be deemed to be the date of delivery of such communications.

Definitions

- 6.0 a) A complaint is a dispute that may be resolved without reference to the grievance procedure.
- b) The Parties will use every effort to encourage informal settlement of complaints.
- 7.0 A Grievance is any dispute or difference between the Parties arising from the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.
- 8.0 For the purposes of interpretation of this Article, the meaning of "event" shall include the event, identification of a pattern of events, decision or other determination which is the subject of a Grievance.
- 9.0 For the purposes of this article in the case of Faculty members, Lab Instructors, and Clinical Associates, the appropriate administrative officer is the Dean of the Faculty in which that Member is employed. In the case of Librarians, the appropriate administrative officer is the University Librarian. In the case of Extension Program Staff, the appropriate administrative officer is the Director of the Extension Department. In the case of Coady Program Teaching Staff, the appropriate administrative officer is the Director of the Coady Institute.

Types of Grievance

- 10.0 An **Individual Grievance** is a Grievance initiated by the Association on behalf of a single Member against the University. Only one Grievance concerning the same facts, incidents and alleged violation of this Agreement will be recognized. Where Grievances are similar, the Parties agree to make the necessary arrangements to hear the Grievances as a Group Grievance.

- 11.0 A **Group Grievance** is a Grievance involving the same issue in dispute initiated by the Association on behalf of two or more Members against the University. The Grievance shall name only the Members who have given written consent to be named therein. The withdrawal of any Members from a Group Grievance does not thereby terminate the Grievance.
- 12.0 A **Policy Grievance** is a Grievance involving the interpretation, application or alleged violation of this Agreement initiated by the Association against the University or by the University against the Association.

Application

- 13.0 The following Grievances shall be filed at Step 2 of this Article:
- a) Policy Grievances;
 - b) Any Grievances for which a provision of this Agreement specifies that such Grievances shall be initiated at Step 2.

Time Limits

- 14.0 If the grievor or the Association fails to act within the time limits set out at any of the stages or steps of the Grievance and Arbitration procedure and has not within that period requested and been granted an extension of time from the University, the Grievance will be considered abandoned. If the University or its representative(s) fail(s) to reply to a Grievance within the time limits set out at any of the stages or steps of the Grievance or Arbitration procedure, and has not within that period requested and been granted an extension of time from the Association, the grievor and the Association may submit the Grievance to the next step of the procedure.
- a) One or more steps in the Grievance procedure may be omitted upon the written agreement of both Parties.

Informal Resolution of a Complaint

- 15.0 Except as otherwise specified in Clause 11.0 above, a Member or Group of Members are strongly encouraged to resolve a complaint by informal discussion with the appropriate administrative officer before the initiation of a formal Grievance. A meeting shall be convened by the appropriate administrative officer in order to deal with the matter. Normally this meeting will involve the appropriate administrative officer and the Member only.
- 15.1 In the event the appropriate administrative officer declares a conflict of interest, that officer shall withdraw from the proceedings. The Academic Vice-President & Provost shall appoint another administrative officer, or designate another University representative, as a substitute.

Formal Grievance Process

Step 1

- 16.0 Where there is no informal resolution to a complaint the Association may decide to proceed with a formal Grievance. The Grievance must be filed with the appropriate administrative officer in writing within thirty days of the Member(s) knowing of, or of when the Member(s) ought reasonably to have known of, the event which is the subject of the Grievance, whichever is later. The Grievance should set out the event which is the subject matter of the Grievance, specify the Article or Articles or right which has or have been allegedly breached, and identify the remedy sought.
- 16.1 The appropriate administrative officer or designate, who may be accompanied by another representative of the University, shall meet with the member(s) and the Association representative within ten days from the receipt of the Grievance. The appropriate administrative officer or designate shall send his/her written decision to the Association within five days of such meeting. A decision to deny the Grievance shall specify reasons for denying the Grievance.
- 16.2 If the Grievance is resolved at this Step, such settlement shall be reduced to writing and countersigned by the Association representative and the appropriate administrative officer or designate within five days after the Step 1 meeting. Any such settlement shall not set a precedent with respect to any other matter or circumstances unless the Parties to the Collective Agreement agree in writing to be bound in the future by such a settlement. The settlement of a grievance at this stage results in the withdrawal of the grievance and binds the parties with respect to the terms of settlement.
- 16.3 In the event that the grievance is initiated by the Employer, the grievance must be filed with the President of the Association and follow the same process as outlined in clauses 16.0 – 16.2 above.

Step 2

- 17.0 Failing a resolution at Step 1, the Grievance may proceed to Step 2 within five working days of receipt of the decision at Step 1. A Grievance filed at Step 2 shall be submitted in writing to the Academic Vice-President & Provost. The submission shall contain, in addition to the information provided in Step 1 (if there was such a Step), any correspondence or other documents presented at Step 1 and the written disposition thereof.
- 17.1 Grievances initiated at Step 2 under Clause 13.0 above must be filed within thirty days of the event giving rise to the Grievance, or within fifteen working days of the date upon which the grievor knew or ought reasonably to have known of the event, whichever is later.
- 17.2 The Academic Vice-President & Provost or designate, who may be accompanied by another representative of the University, shall meet with the grievor(s) and up to two Association representatives within ten days from the receipt of the Grievance.
- a) The same decision-maker shall not hear both Step 1 and Step 2 of the same Grievance.

- 17.3 The Parties agree to provide copies of all documents relevant to the subject matter of the Grievance at least two days prior to the Step 2 meeting.
- 17.4 If the Grievance is resolved at this Step, such settlement shall be reduced to writing and countersigned by the grievor, the Association representative and the Academic Vice-President & Provost within ten working days after the date of the Step 2 meeting.
- 17.5 If no settlement is reached at Step 2, the Academic Vice-President & Provost or designate shall within five days after the date of the last meeting under Clause 17.2 forward his/her written decision, with reasons, to the Association.
- 17.6 In the event that the grievance is initiated by the Employer, the grievance must be filed with the President of the Association and follow the same process as outlined in clauses 17.0 – 17.5 above.

Step 3: Arbitration

- 18.0 If either the University or the Association wishes to refer a matter to arbitration, the Parties shall, within ten (10) days of the date on which the grievor received or should have received the disposition to the grievance, give to the other party written notice of its intention to submit the matter to arbitration. No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure as set out above.
- 18.1 **Appointment of the Arbitrator:** Except in cases involving the termination of employment for cause, or the denial of Tenure, or where the Parties agree to the selection of an Arbitration Board, within twenty (20) days of receipt of a notice of intention to proceed to Arbitration, the University and the Association shall select an Arbitrator. The appointment of the Arbitrator shall be conditional upon the Arbitrator's agreeing that the award shall be delivered within sixty days of the completion of the hearing (unless the Parties agree otherwise) and that no account shall be rendered until the final award has been rendered. If the University and the Association fail to agree on the choice of an Arbitrator within the time limit indicated above, the Minister of Labour of the Province of Nova Scotia shall be requested to appoint an Arbitrator.
- 18.2 **Arbitration Board:** Where the Parties agree or if the case to be arbitrated concerns the termination of a Member's employment for cause or the denial of Tenure, a Grievance may be submitted to an Arbitration Board. Notification shall be provided in writing to the other Party, within twenty-one days of the decision to proceed to Arbitration, indicating the name of an appointee to an Arbitration Board. The third member of the Arbitration Board, who shall be the Chair of the Board, shall be selected by the Parties. If the Parties fail to agree on the choice of a Chair of the Arbitration Board within the time limit indicated above, the Minister of Labour of the Province of Nova Scotia shall be requested to appoint the Chair. The Appointment of the Chair shall be conditional upon the Chair's agreeing that the award shall be delivered within sixty days of the completion of the hearing (unless the Parties agree otherwise) and that no account shall be rendered until the final award has been rendered. The decision of the majority is the decision of the Arbitration Board, but, if there

is no majority, the decision of the Chair governs. Appointments from within the University community to the Arbitration Board shall be unpaid and shall be deemed equivalent to Service on other University committees.

- 18.3 **Duties and Powers of the Arbitrator or Arbitration Board:** An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or an Arbitration Board under the Nova Scotia Labour Relations Act, but has no jurisdiction to alter, amend, add to or subtract from this Agreement or to render a decision inconsistent with its terms.
- 18.4 **Costs of Arbitration:** Both Parties agree to pay 50% of the fees and expenses of the single Arbitrator. In the case of an Arbitration Board, the Parties agree to pay the fees and expenses of their respective appointees and 50% of the fees and expenses of the Chair of the Arbitration Board.

Other

- 19.0 No minor technical irregularity or error shall prevent the substance of a Grievance being heard and determined on its merits, nor shall it affect the jurisdiction of the Arbitrator.
- 20.0 Any Grievance initiated or in process between the expiry date of this Agreement and the ratification of a new Agreement between the Parties may proceed to Arbitration in accord with the terms of this Agreement.
- 21.0 In this Article, “days” means “working days”.

ARTICLE 1.8 EMPLOYMENT EQUITY POLICY

1.0 Principles

- 1.1 The University and the Association recognize that particular measures are required to promote equity in the employment of those identified in the list of designated groups (1.2). The University upholds the principle of equity in employment and maintains an inclusive, supportive, hospitable and welcoming employment environment for all individuals. In order to implement such measures that achieve the goal of Employment Equity there shall be an Equity Committee established with an equal number of members from both the Association and the University (3.0).
- 1.2 The designated groups to which this policy refers shall initially be women, visible minorities, Aboriginal peoples, and persons with disabilities. The list of designated groups shall be reviewed at least yearly by the Equity Committee.

2.0 Objectives

- 2.1 Non-Discrimination. The University agrees to identify and alter discriminatory policies and practices found in the recruitment, selection, transfer, promotion, performance appraisal,

training, career development, compensation, benefits, termination and working conditions of employment in all levels and categories of employment.

- 2.2 **Qualifications.** The primary criterion for appointment to positions at the University is academic, professional, administrative or technical excellence as applicable. No candidate shall be recommended for appointment who does not meet the criteria for the appointment in question. The best available candidate should be hired, regardless of membership in a designated group (subject to clauses 2.3, 2.4 and 2.5 below).
- 2.3 Where the qualifications of two candidates for appointment are demonstrably equal and one of these candidates is a member of a group that is under-represented in continuing appointment positions then, all else being equal, the candidate of the under-represented group should be offered the position.
- 2.4 **Recruitment and Advertising.** The University undertakes to use search procedures that include an active search for qualified members of under-represented groups. Such procedures include advertising positions through a selection of professional associations, equity group associations, and publications targeted toward under-represented groups.
- 2.5 **Appointment.** It is important to ensure that the criteria for appointment do not undervalue work that is done by members of designated groups. In the evaluation of candidates for appointment, confirmation, renewal, tenure and promotion, the criteria adopted must not systematically discriminate against members of designated groups and shall be reviewed by Deans, Directors and, as appropriate, Chairs. Selection committees are required to take special care not to eliminate at early stages, due to differences in career patterns or progress, potentially strong candidates who are members of designated groups.
- 2.6 **Data Collection.** Recognizing that data collection is an integral component of monitoring and assessing employment equity, the University will build and maintain an on-going database to identify membership, career progress and retention in the designated groups. This information shall be made available to the Committee. The development of the database will be based on a process of voluntary self-identification by means of a form approved by the Committee. Such form to be distributed to current members and new hires.

3.0 Equity Committee

There shall be a joint Association/University Employment Equity Committee which will develop and monitor employment equity for the University's academic community.

- a) Within one hundred and twenty (120) days of signing this Agreement, the Association shall appoint two (2) members to the committee and the University shall appoint 2 members to the committee and the University shall appoint two members to the committee.
- b) The Committee shall consider whether there are any equity barriers in the collective agreement and, whether there are steps that might be taken to improve the recruitment and retention of employees from the designated groups. The Committee shall provide advice to both parties on these matters within six (6) months of the

Committee's first meeting and on an on-going basis to be established by the Committee.

- c) The Committee shall consider the addition/removal of groups from the list of designated groups affected by this policy based on evidence collected (2.6) and make necessary recommendations to both parties.

Article 1.9 PREGNANCY, ADOPTIVE, PARENTAL, AND PATERNITY LEAVES

Article 1.9.1 PREGNANCY LEAVE FOR MEMBERS WITH CONTINUING APPOINTMENTS

- 1.1 Subject to the provisions of section 1.9.1:3.0 the University shall, upon the request of a pregnant Member with a continuing appointment and upon receipt of a medical certificate indicating the expected birth date, grant the Member with a continuing appointment 17 weeks of unpaid Pregnancy Leave.
- 1.2 A Member with a continuing appointment may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected birth date.

2.0 Pregnancy Leave with Supplemental Benefits

- 2.1 During the period of Pregnancy Leave as specified in Article 1.9.1:1.1, a Member with a continuing appointment is entitled to supplementary benefits as follows:
 - a) For the first two (2) weeks the Member shall receive 95% of her nominal salary;
 - b) For up to a maximum of fifteen (15) additional weeks, the Member shall receive an amount equal to the difference between the Employment Insurance (EI) benefits received and 95% of the Member's nominal salary.
 - c) In the case of 1.9.1:2.1, payments shall begin no earlier than eight (8) weeks before the expected birth date and end no later than seventeen (17) weeks after the birth unless the child is confined to hospital.
- 2.2 To receive the supplementary employment benefit defined in 1.9.1: 2.1 the Member with a continuing appointment shall supply the Human Resources department with proof of receipt from the Employment Insurance Commission for EI pregnancy leave benefits.

3.0 Notice Required for Pregnancy Leave

- 3.1 The Member with a continuing appointment shall give the University at least ten (10) weeks' written notice of the date the Pregnancy Leave, as per Article 1.9.1:1.1 is to begin. The payment of supplementary benefits under 1.9.1:2.1 also requires ten (10) weeks' notice.
- 3.2 The notice period in Article 1.9.1:3.1 shall not apply if the Member with a continuing appointment stops working because of complications caused by her pregnancy. In such

circumstance, the Member shall, within two weeks of stopping work, give the University:

- a) Written notice of the date the pregnancy leave began or is to begin; and
- b) A certificate from a legally qualified practitioner that the Member is unable to perform her duties because of complications caused by her pregnancy.

4.0 End of Pregnancy Leave

- a) The Pregnancy Leave of a Member with a continuing appointment who is entitled to take Parental Leave under Article 1.9.4 shall end seventeen (17) weeks after the Pregnancy Leave began.
- b) The Pregnancy Leave of a Member with a continuing appointment who is not entitled to take Parental Leave shall end on the later of the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, still birth or miscarriage. In the case of still birth or miscarriage, the Member may also be entitled to sick leave coverage, under respective sick leave article within the Member's section.
- c) If a Member with a continuing appointment on Pregnancy Leave wishes to take less than seventeen (17) weeks' Pregnancy Leave, the Member shall give written notice to the University of her intention to return to work at least four (4) weeks prior to her expected date of return.

ARTICLE 1.9.2 PREGNANCY LEAVE FOR MEMBERS NOT ON CONTINUING APPOINTMENTS

- 1.0 The University will grant pregnancy leave to Members, who are not on continuing appointments, in accordance with the provisions of the Labour Standards Code. Such leave will normally be up to seventeen (17) weeks. It can commence up to sixteen (16) weeks preceding the expected date of delivery, as the Member determines, and not later than the date of delivery.
- 2.0 A Member who is not on a continuing appointment shall give the University four (4) weeks notice of the date the Member will begin pregnancy leave and the date the Member will return to work upon completion of the leave.

ARTICLE 1.9.3 ADOPTIVE LEAVE FOR ALL MEMBERS WITH CONTINUING APPOINTMENTS

- 1.0 Adoptive Leave is available to Members with a continuing appointment who adopt a child under the age of twenty-four (24) months. Appropriate documentation certifying that a child under the age of twenty-four (24) months is being adopted to the care of a Member shall accompany the request for Leave.

- 1.1 If both adoptive parents are members with continuing appointments, the Leave can be taken
- a) either by one parent only; or
 - b) split between parents
- 1.2 Adoptive Leave is available for a period of 17 weeks.

2.0 Adoptive Leave with Supplemental Benefits

- 2.1 During the period of Adoptive Leave as specified in Article 1.9.3:1.2, a Member with a continuing appointment is entitled to supplementary benefits as follows:
- a) For the first two (2) weeks the Member shall receive 95% of her nominal salary;
 - b) For up to a maximum of fifteen (15) additional weeks, the Member shall receive an amount equal to the difference between the Employment Insurance (EI) benefits received and 95% of the Member's nominal salary.
- 2.2 To receive the supplementary employment benefit defined in 1.9.3: 2.1 the Member with a continuing appointment shall supply the Human Resources department with proof of receipt from Employment Insurance Commission for EI pregnancy leave benefits.

3.0 Notice Required for Adoptive Leave

- 3.1 In order to facilitate planning, it is the responsibility of the Member with a continuing appointment to inform the University in the term prior to the one in which such leave is to be taken.

4.0 End of Adoptive Leave

If a Member with a continuing appointment on Adoptive Leave wishes to take less than seventeen (17) weeks' Adoptive Leave, the Member with a continuing appointment shall give written notice to the University of his or her intention to return to work at least four (4) weeks prior to her expected date of return.

ARTICLE 1.9.4 PARENTAL LEAVE FOR ALL MEMBERS WITH CONTINUING APPOINTMENTS

- 1.0 A Member with a continuing appointment who becomes a parent through the birth of a child(ren) or
- 1.1 Where a Member with a continuing appointment takes pregnancy leave pursuant to Article 1.9.1:1.1, parental leave begins immediately upon completion of the pregnancy leave and without the Member returning to work and ends not later than thirty-five (35) weeks after the parental leave began.

- 1.2 Where a Member with a continuing appointment did not take pregnancy leave pursuant to Article 1.9.1:1.1, parental leave begins on such date as determined by the Member coinciding with or after the birth of the child or children first arriving in the Member's home and ends not later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the Member's home, whichever is earlier.
- 1.3 When a parental leave has begun, and the child is hospitalized for at least one week, the Member with a continuing appointment is entitled to resume work and to defer the unused portion of the Parental Leave until the child is discharged from hospital.
- a) A Member is entitled to only one interruption or deferral of a Parental Leave.
 - b) A Member who intends to use a deferral shall give the University as much notice as possible of the dates of resumption of employment and the Parental Leave.

2.0 Parental Leave with Supplemental Benefits

- 2.1 In accordance with the requirements set out in Article 1.9.4:3.0, a Member with a continuing appointment who is eligible for Parental Leave under Article 1.9.4:1.0 shall be entitled to supplemental benefits as follows:
- a) For the first ten (10) weeks of Parental Leave, the Member shall receive an amount equal to the difference between EI benefits received and 95% of the Member's nominal salary.
 - b) If parental leave is taken by a parent that was not on pregnancy leave for the first (2) weeks of Parental Leave the Member shall receive 95% of the Member's nominal salary, and for the next eight (8) weeks shall receive the amount equal to the difference between EI benefits received and 95% of the Member's nominal salary.
- 2.3 To receive the supplementary employment benefit defined in 1.9.4:2.1 the Member with a continuing appointment shall supply the University with proof of receipt from the Employment Insurance Commission for EI Parental Leave benefits.
- 2.4 When both parents are Members with a continuing appointment parental leave can be either:
- a) taken by one parent; or,
 - b) split between both parents

3.0 Notice Required to Take Parental Leave

- a) A Member with a continuing appointment shall give written notice to the University of her or his intention to take a Parental Leave at least ten (10) weeks prior to the commencement of such leave. Where a Member qualifies for such leave as a result of adoption and where the child comes into his/her custody, care and control earlier than expected, the Member shall give reasonable written notice.
- b) If a Member on Parental Leave wishes to take less than 35 weeks of Parental

Leave, the member shall give written notice to the University of her or his intention to return to work at least four (4) weeks prior to the expected date of return.

ARTICLE 1.9.5 PARENTAL LEAVE FOR MEMBERS NOT ON CONTINUING APPOINTMENTS

- 1.0 Where a Member takes pregnancy leave (refer 1.9.1 or 1.9.2) the University will grant up to thirty-five (35) weeks of unpaid Parental Leave in accordance with the terms of the Labour Standards Code. Such leave is available to Members on the birth or adoption of a child, provided they have been employed at the University for at least one year prior to the date of the leave.
- 1.1 Where a pregnant Member takes a Pregnancy Leave, the Labour Standards Code requires that both leaves (pregnancy and parental) be taken consecutively, for not more than fifty-two (52) weeks in total.
- 2.0 A Member shall give the University four (4) weeks notice of the date the Member will begin parental leave and the date the Member will return to work upon completion of the leave if it is less than the maximum to which the employee is entitled.
- 3.0 Members as adoptive parents may take Parental Leave at a time of their choosing commencing with the date of birth or the date in which the child is taken into the employee's home, provided the leave is completed within a fifty-two (52) week period after the child first arrives at home.
- 4.0 Insured benefits coverage may be obtained for the duration of a parental leave, subject to the Member paying the full cost, and meeting any qualifying conditions under specific plans.

ARTICLE 1.9.6 GENERAL CONSIDERATIONS FOR PREGNANCY, ADOPTIVE AND PARENTAL LEAVE

- 1.0 All insurance coverage and benefits shall be maintained during the Pregnancy and Adoptive leaves up to seventeen (17) weeks and first ten (10) weeks of Parental Leave. Members wishing to maintain benefits for the remainder of the Parental Leave shall be responsible for the cost of maintaining the benefits.
- 2.0 It is the responsibility of the University to make such provision for the continuation of the Member's responsibilities as may deemed necessary while she is on Pregnancy leave or he/she is on Parental Leave.

- 2.1 In order to facilitate planning, it is the responsibility of the Member to inform the University in the term prior to the one in which Pregnancy and/or Parental leave is to be taken.
- 2.2 The Dean, in consultation with the Chair, or the Director of Coady or Extension or the University Librarian may provide alternative teaching/working arrangements through the hiring of additional personnel on a part-time basis or by arranging with other Members of the Department or Program concerned to assume responsibilities over and above their work load.
- 2.3 The option of cancelling or reassigning one or more duties of the Member on Leave or of postponing them to the following term or the next academic year may be possible in some circumstances.
- 3.0 If one (or more) Pregnancy Leave(s) is (or are) taken during the Member's Probationary Appointment, she may elect to defer consideration of grant of tenure or permanent appointment by one year for each leave taken within that time period.
- 3.1 In the event that a decision is made to defer application for grant of tenure or permanent appointment, the Member shall inform their appropriate University administrator within thirty days of the date when the member would normally be considered for grant of tenure or permanent appointment.
- 3.2 The period of a Pregnancy Leave shall count as time worked for purpose of advancement through the steps of the salary grid, promotion, eligibility for Sabbatical Leave (where applicable), and credited service towards retirement.

**ARTICLE 1.9.7 PATERNITY LEAVE FOR MEMBERS WHO DO NOT TAKE
ADOPTIVE OR PARENTAL LEAVE**

A Member shall be granted special leave of one (1) day with pay either on the day of or following the birth or adoption of the Member's child.

ARTICLE 1.10 BEREAVEMENT LEAVE

- 1.0 In the event of the death of a member of a Member's family, the Member will be granted a leave of up to five (5) days without loss of pay for the purpose of making funeral arrangements or attending the funeral.

- 2.0 The 'member of a Member's family' shall mean a spouse, child, step-child, parent, father, father-in-law, mother, mother-in-law, brother or sister, son-in-law, daughter-in-law, anyone living in domicile of the Member.

In the event of the death of a grandparent, grandchild, sister-in-law, brother-in-law, uncle, aunt, first cousin, nephew, niece, the employee shall be entitled to leave with pay for up to one (1) day for the purpose of attending the funeral.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted appropriate bereavement leave and be credited the appropriate number of days of vacation leave.

This section applies to all employees regardless of their position in the organization or length of service (i.e., probationary employees are included).

Article 1.11 STUDY LEAVE

- 1.0 Study Leave for Faculty and Librarians
- 1.1 Study Leave of up to one academic year's duration, to coincide with academic terms, may be granted to any Faculty member or Librarian.
- 1.2 The purpose of such leave is for a Faculty member or Librarian to change professional allegiance, i.e., to prepare to assume responsibility for a significantly different area of specialization.
- 1.3 The need for such change may arise out of:
- a) a Faculty member's or Librarian's initiative;
 - b) from the changing needs of the Faculty member's Department or the Library; or,
 - c) from the changing needs of the University.
- 1.4.1 Study Leave may be granted to Faculty members who have had six years of service from the date of full-time appointment at the rank of Assistant Professor or above.
- 1.4.2 Study Leave may be granted to Librarians who have had six years of service from the date of full-time appointment at the rank of Librarian II or above.
- 1.5.1 Candidates for study leave are encouraged to seek outside financial support.
- 1.5.2 Faculty members or Librarians are encouraged to apply for external fellowships for their leave. If such external fellowships are awarded, a reduction in the University support shall not be made.
- 1.6.1 Salary during Study Leave shall be 80% of full salary for the academic year during which the leave is taken. As a condition of receiving this support, the Faculty member or Librarian is required to return to the University for one year.

1.6.2 Exceptions to the level of financial support in 1.6.1, above, may be made, especially when the Faculty members or Librarian are requested to take the Study Leave by the University.

1.7 Academic status, salary increments, full pension, and insurance benefits will be maintained while a Faculty member or Librarian is on Study Leave.

1.8 The normal procedure for applying for Study Leave is the same as that outlined for Non Academic Leave of Absence [see 2.4.3.2 or 3.4.3.2] except that it may be initiated by the Dean or University Librarian or by the Faculty member or Librarian. In either case it must be agreed upon by both parties and formalized in writing.

2.0 Study Leave for Lab Instructors, Clinical Associates and Coady or Extension Program Teaching Staff

2.1 As the operations of the University expand and become more complex, the University may wish to selectively encourage Members to seek further post secondary education study or project experience. Such study or project work must directly complement the Member's job responsibilities at the University.

2.2 To be eligible Members must:

- a) have completed a minimum of five years continuous service if it is an initial application;
- b) have completed six years of continuous service since the last period of study leave if it is a second or subsequent period of leave.

2.3 The application should result from annual work planning within a department and be made not less than six (6) months prior to the start of the leave and must be in writing to the senior administrator responsible for the department in which the applicant is employed. The application must specify the course of study or project which will be undertaken and the period of leave which is being requested. The agreement of the immediate supervisor must accompany the application. The senior administrator will submit a recommendation for the application to the Human Resources office. Human Resources will respond to the applicant with the University's decision. When study leave is granted, it shall be for a period of up to twelve (12) consecutive months.

2.4 Salary increments, full pension and insurance benefits will be maintained while a Member is on study leave.

2.5 The salary support provided will be seventy-five percent (75%) and may be increased to one hundred percent (100%) at the rate of eight and one-third percent (8.33%) per annum for each year that the applicant is willing to commit to remaining in the employ of the University following completion of the period of leave.

- 2.6 A two-year subsequent service requirement is a condition of the study leave. Upon the employee's return to employment following a study leave, 50% of all costs incurred by the University, as a result of such leave, will be forgiven for each full year, for a total reimbursement following two service years. Should the employee not return to the University following completion of the period of leave, or leave the University prior to completing two years of service following leave, the employee will be required to reimburse the University on a pro rata basis for the costs incurred as a result of the Study Leave. The employee shall, prior to receiving permission for study leave, acknowledge the obligation to pay back, on a pro rata basis, any costs incurred by the University as a result of the employee's study leave, in the event that the two year subsequent service requirement is not completed.

Article 1.12 LEAVE FOR POLITICAL CANDIDATES

- 1.0 The University subscribes to the principle that members of the academic profession ought to be as free to enter public life as members of any other profession.
- 1.1 The University accepts the obligation that it must ensure that no impediments are placed in the way of a Member wishing to hold public office.
- 2.0 A Member who becomes a candidate shall inform his or her Dean, Chair or Director.
- 3.0 The Member candidate shall be entitled to Leave during the election campaign as follows:
- a) for election to the Parliament of Canada, leave for one month with full salary;
 - b) for election to the Legislature of Nova Scotia, leave for one month with full salary: and,
 - c) for election as Mayor/Warden or Councillor of the Town/County of Antigonish, leave for one week with full salary.
- 4.0 If a Member is elected, he or she shall be entitled to leave as follows:
- a) to the Parliament of Canada, full-time leave, without pay, for a period up to five years;
 - b) to the Legislature of Nova Scotia, full-time leave, without pay, for a period up to five years; and,
 - c) to the Municipal Council of Antigonish (Town or County), leave for attendance at sittings, etc., which will be subject to *pro rata* reduction of salary only if departmental responsibilities cannot be maintained.
- 5.0 During any period of leave taken under 3 and 4, above, the Member shall have all the normal rights of a Member on leave of absence, except that the privilege of rejoining his or her Department without loss of rank extends for five years.
- 6.0 A Member, whether serving as such or whether on leave upon being elected to Parliament

or the Provincial Legislature, who is appointed to be a Minister of the Crown, shall be expected to resign his or her University appointment.

- 7.0 If a member continues to serve in the Parliament of Canada after the expiry of his or her five years full-time leave and if thereafter he or she wishes to return to the University, his or her appointment shall be by way of the procedure used for an initial appointment only.
- 8.0 After the expiry of a term of public service, a Member who has not resigned from the University in accordance with provisions of clause 6.0 above, may return to his or her appointment without reduction in rank.
- 9.0 Arrangements involving part-time leave may be renewed indefinitely as long as the University departmental responsibilities of the Member can be maintained by him or her.

ARTICLE 1.13 JURY DUTY

Members required to serve on jury duty and/or appear as a summonsed witness shall not lose any pay as a result of carrying out the duties of this delegation. The Employer agrees to reimburse the Member for the difference between any specified pay and the Member's normal wages if applicable.

Article 1.14 NORMAL RETIREMENT

- 1.0 The policies described in this article apply to all Members of the Association.
- 2.0 **Normal Retirement**
- 2.1 Effective July 1, 2009 there shall be no mandatory retirement date for Members whose birthday occurs on or after that date.
- 2.2 A member will normally retire on the anniversary, immediately following his or her 65th birthday, of the date on which she or he took up his or her appointment.
- 2.3 A member is eligible to retire at any time within 10 years before the normal retirement date.
- 2.4 Employees who wish to retire shall provide at least eight (8) months written notice to the Academic Vice-President & Provost, Dean or Director. The effective date of retirement shall normally be the anniversary of the date on which she or he took up his or her appointment.
- 2.5 Employees who continue to work beyond their Normal Retirement Date are required to

perform all professional responsibilities as outlined in their appropriate section of this collective agreement.

Article 1.15 RETIREMENT (PENSION) PLAN

1. A summary of the specifics that apply to members of this University follows:

a) **Eligibility**

- i) Any member in possession of a probationary permanent appointment at the University shall become a member of the plan at the date of hire.
- ii) Any member on a fixed term contract basis shall be enrolled after twenty-four months of continuous service.

b) **Contributions**

Each Member contributes 5% of salary and the University contributes an additional 8%.

During Sabbatical or Study Leave the University will continue its full contribution provided the participant does likewise [see **2.4.1, 3.4.1** and **1.11**].

A Member may make voluntary additional contributions up to the maximum allowed by the Income Tax Act.

Article 1.16 GROUP BENEFITS

The following Articles are summaries of the University's group benefit programmes: **1.15, 1.16.1, 1.16.2, 1.16.3, 1.16.4** and **1.16.5**. These are not insurance policies, and they do not grant or confer any contractual rights. All rights under these programmes are governed by the provisions of the Master Policy, Administrative Services Agreement and Plan document, and applicable law. Members eligible for benefits under Articles **1.15, 1.16.2** and **1.16.5** will be automatically enrolled by Human Resources.

The existing coverage/benefits shall not be reduced during the term of this Agreement.

Article 1.16.1 HEALTH, DENTAL AND EMERGENCY TRAVEL PLAN

1.1 All full-time eligible Members are enrolled in the health, dental and emergency travel plan. Coverage for eligible members will be effective until August 31 following their 68th birthday with the exception of the emergency travel plan coverage which will be effective until the attainment of age 70.

- 1.2 The premium is paid by the University, and the benefits supplement the MSI plan of the Province of Nova Scotia and the Nova Scotia Pharmacare Program.
- 2.0 In summary, the plan provides:
 - a) Supplementary Hospital Benefit;
 - b) Extended Health Benefit;
 - c) Prescription Drug Benefit; (see 3.0 below)
 - d) Dental Care Benefit;
 - e) Emergency Travel Assistance Benefit; and,
 - f) Vision Care Benefit
- 3.0 Participants over age 65 are required to apply for the Nova Scotia Pharmacare program each year they remain an active employee. The Medavie Blue Cross program will coordinate with the Nova Scotia Pharmacare program to reimburse the Pharmacare co-pay for prescription drugs, or drugs not covered by Pharmacare but which are eligible under the St. Francis Xavier Drug Program.
- 4.0 New full-time eligible Members should discuss all plans and benefits with the Human Resource Department, which deals with registration procedures.

Article 1.16.2 BASIC LIFE INSURANCE AND BASIC ACCIDENT

- 1.1 All eligible full-time Members are required to enroll in a Group Life Insurance Plan and a Basic Accident Insurance Plan.
- 1.2 The Basic Accident Insurance is the equivalent of a Double Indemnity feature under a Group Life Programme.
- 2.0 The University contributes half the premiums of these plans.
- 3.0 Basic life insurance coverage for eligible members will be effective until the attainment of age 70.
- 4.0 Basic accident insurance coverage for members will be effective until the attainment of age 70.

Article 1.16.3 VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT

- 1.0 Additional accidental death and dismemberment insurance is available to eligible Members at a reasonable premium. Coverage for eligible members will be effective until the attainment of age 68.
- 2.0 This insurance is optional, and the University does not contribute to the premium.

Article 1.16.4 TRAVEL ACCIDENT INSURANCE

- 1.0 All eligible Members employed full time at the University are covered for accidental death or dismemberment while travelling anywhere in the world outside the corporate limits of Antigonish except for areas identified by the carrier to be excluded, provided he or she is on the business of the University. Coverage for members will be effective until the attainment of age 70.
- 2.0 The maximum benefit is \$250,000, and 100% of the cost of the plan is paid for by the University.
- 3.0 The eligibility criteria for this benefit will not change during the life of this contract.

Article 1.16.5 LONG TERM DISABILITY

- 1.1 All eligible Members are required to enroll in the University's Long Term Disability Plan. Coverage for members will be effective until the attainment of age 65.
- 1.2 The full cost of the plan is paid by the Member.
- 1.3 The eligibility criteria for this benefit will not change during the life of this contract.
- 2.0 **Rights and Benefits**
- 2.1 Members returning from full or partial disability leave will receive a salary as determined by the salary scale in effect on the resumption of duties.
- 2.2 The number of years on full disability leave is not included when calculating years in rank, which is used in determining salary levels. Years on partial disability will be counted according to the fraction of overall workload being performed by the Member.
- 2.3 The Member receiving a full or partial LTD benefit is eligible for the same group life and health and dental insurance programs as are available to Members of St. Francis Xavier University.
- 2.4 Dependants of the Member receiving full or partial LTD payments are eligible for tuition fee benefits.
- 2.5 A Member's right to be considered for tenure, permanent status and promotion are not affected by the Member being or having been on disability status. Time on LTD shall not be counted as years of probationary service for the purpose of applying for permanent status, tenure or promotion.

3.0 Compulsory Retirement

3.1 Compulsory retirement of Members receiving payments under the LTD program may occur when the sum of the periods during which disability payments have been received exceeds five years less the 105 day elimination periods.

3.2. A decision by the President to retire a Faculty Member, a Lab Instructor, or a Clinical Associate under this policy is subject to recommendations from the following: the Chair, Dean, and Academic Vice-President and Provost. In the case of the Librarians the President's decision will be subject to the recommendation of the University Librarian and the Academic Vice-President and Provost.

In the case of the Coady Program Teaching Staff and Extension Program Staff the President's decision will be subject to the recommendation of the Director of Coady or the responsible University Vice-President.

3.3 A Member who has been compulsorily retired under this section, who has provided a minimum of 10 years service to this University and who becomes ineligible for LTD benefits is eligible for a compulsory retirement benefit described below.

3.4.1. The compulsory retirement benefit will be a percentage of the salary the Member would have received on the date that compulsory retirement occurs.

The benefit will continue as long as the Member's age is less than 65.

The percentage will be 2% times the number of years the Member's age exceeds 40.

3.4.2 In years after the first year that the compulsory retirement benefit is received, the compulsory retirement benefit will remain as described in 3.4.1, above, unless the compulsorily retired Member has a total income exceeding 1.25 times the salary described in 3.4.1, above.

3.4.3 In the event described in 3.4.2, above, the compulsory retirement benefit will be reduced by an amount equal to the excess.

3.5.1 The Health Coverage Plan and Group Life benefit as it applies to full-time Members shall continue until the attainment of age 65 unless the Member obtains employment providing these benefits.

3.5.2 Tuition benefits apply to a compulsorily retired-Member.

3.6.1 A Member's tenure with the University ceases when the Member is compulsorily retired.

1.17 TUITION FEE BENEFITS

ARTICLE 1.17.1 TUITION BENEFITS: MEMBER

- 1.0 Full-time Members are eligible to receive full tuition credit for any StFX University credit course whether it is job related or not to a maximum of 12 credits during the period September 1 to August 31.
- 1.1 Full-Time Members, for the purpose of this policy, is to include those employees who are employed on a full-time basis for only the academic year.
- 1.2 Part-Time Members will be eligible to apply for the tuition credit.
- 2.0 Members wishing to take advantage of the tuition credit must complete the Tuition Waiver Form located on the Human Resources Website of the University.

If the course(s) applied for will interfere with the Member's regular scheduled work week, Chair/supervisor approval is also required in writing with a copy to Human Resources.

Article 1.17.2 TUITION BENEFITS: CHILDREN

- 1.1 Tuition benefits equal to one-half of regular full-time tuition shall be available for a dependent child, if the child is enrolled at the University in a full-time (i.e. four or more courses) first undergraduate degree or diploma programme and he or she is the child of:
 - a) A Member holding a full-time continuing appointment;
 - b) A disabled Member who is receiving Long Term Disability Insurance
 - c) A retired Member, including a Member receiving a Retirement Allowance, who has been employed by the University for a minimum of 25 years; or,
 - d) A deceased Member, if the deceased tenured Faculty member, or permanent Librarian, or permanent Lab Instructor, or permanent Clinical Associate, or permanent Coady and Extension program teaching staff who held a continuous appointment, had 15 years of service with the University and was employed by the University at the time of death.
- 1.2 Members who work part-time in an established position on a continuing and recurring basis for 50% or more of full time employment are eligible for tuition credit.
- 1.3 For the purposes of this Section, the Bachelor of Education is considered a graduate degree.
- 2.1 To be eligible for the continuation of this benefit, a student must remain in good academic standing.
- 2.2 A student on academic probation is ineligible for this benefit.

- 3.0 Tuition benefit is not provided for: part-time study, Summer School programmes, a child of a part-time Member working less than 50%, or a child of a visiting professor.
- 4.0 In the event that the dependent child of a full-time Member qualifies for an academic scholarship (entrance or in-course), she or he shall be entitled to the full value of the academic scholarship plus the benefit provided here.
- 5.0 In the event that both parents are eligible only one benefit shall be payable per child under this article.
- 6.1 This benefit shall be payable for a maximum of four academic years.
- 6.2 A student shall be deemed to have used one academic year provided she or he is registered on December 1 of a given academic year.
- 7.0 An individual eligible for this benefit in a given academic year shall contact Human Resources.

Article 1.17.3 TUITION BENEFITS: SPOUSE

- 1.1 Tuition benefits for undergraduate degree programmes or courses equal to one-half of regular tuition shall be available to the spouse of:
- a) a Member with a full-time continuing appointment,
 - b) a disabled Member who is receiving Long Term Disability Insurance [see **1.16.5**];
 - c) a retired Member, including a Member receiving the Retirement Allowance [see **2.5.1 and 3.5.1**], who has been employed by the University for a minimum of 25 years;
 - d) a deceased Member, if the deceased tenured Faculty member, or permanent Librarian, or permanent Lab Instructor, or permanent Clinical Associate or permanent Coady and Extension program teaching staff who held a continuous appointment, had 15 years of service with the University and was employed by the University at the time of death.
- 1.2 Members who work part-time in an established position on a continuing and recurring basis for 50% or more of full time employment are eligible for tuition credit.
- 1.3 Spouses of full-time staff members enrolled in the Post-RN program will be eligible for tuition credits equivalent to one-half tuition for a year. Spouses of part-time Members enrolled in the Post-RN program will be eligible to apply for the tuition credit on a pro-rata basis. This exception is granted on the basis that the Post-RN program is only available on a part-time basis.

- 1.4 The tuition benefits are the same as those for children under 1.17.2:1.1.
- 1.5 For the purposes of this article, the Bachelor of Education is considered a graduate degree.
- 2.1 To be eligible for the continuation of this benefit, a student enrolled in a degree or diploma programme must remain in good academic standing.
- 2.2 Students on academic probation are ineligible for this benefit.
- 3.0 Tuition benefit, for the spouse of a Member as described in 1.1, is provided, on a pro-rated basis, for part-time study, Summer School or Intersession courses.
- 4.0 In the event that the spouse qualifies for an academic scholarship (entrance or in-course), she or he shall be entitled to the full value of the academic scholarship plus the benefit provided here.
- 5.0 An individual eligible for this benefit in a given academic term or year shall contact Human Resources.

Article 1.18 JOINT COMMITTEE FOR THE ADMINISTRATION OF THIS AGREEMENT

- 1.0 Recognizing the mutual benefits to be derived from joint consultation, the Parties agree to a Joint Committee for the administration of this Agreement.
- 1.1 The Committee shall consist of two representatives of the University and two representatives of the Association.
- 2.0 **Functions of the Joint Committee**
- 2.1 The Committee shall not have the power to add to or in any way modify the terms of this Agreement but shall function in an advisory capacity to the Parties with the general aim of ensuring that this Agreement is administered in a spirit of cooperation and mutual respect.
- 2.2 The Committee may, within the lifetime of this Agreement, recommend to the Parties amendments to the wording hereof to remove ambiguities and to ensure that the intentions of the Parties are carried into effect. Such recommendations may be rejected by either Party within 15 days.
- 2.3 Notwithstanding clause 2.1, the Joint Committee may authorize procedures in order to achieve ends which are within the terms and spirit of this Agreement. Such authorization may be rejected by either Party within 15 days.

3.0 Procedures of the Joint Committee

- 3.1 The Committee shall determine its own procedures, subject to the following provisions:
- a) a representative of the University and a representative of the Association shall jointly chair the Committee and shall together be responsible for preparing and distributing agenda for meetings and shall alternate in presiding over meetings;
 - b) the Committee shall meet by mutual agreement of the Chairs or, on five days' written notice, at the call of either of the Chairs;
 - c) a quorum shall be its entire membership;
 - d) its decision shall be unanimous;
 - e) its records of decisions, when initialed by all members of the Committee, shall constitute Memoranda of Agreement between the Parties unless rejected by either Party within 15 days;
 - f) the Parties may, by mutual consent, fill vacancies, replace or expand the membership of the Committee on a parity basis.
 - g) the Parties may, by mutual consent, invite guests to attend meetings to advise on matters of mutual interest. In the event that professional fees are to be paid, the parties agree to split the costs on a 50:50 basis.

Article 1.19 STRIKES AND LOCK-OUTS

The parties agree that there shall be no strikes or lock-out for the duration of this agreement.

1.0 Animal Holding, Culture Collection and Liquid Nitrogen Facilities

In the event of a strike or lock-out, employees shall be allowed access to certain University facilities in order to prevent irreparable damage to ongoing research and/or materials for teaching such as damage to plant and animal life, loss of live and/or decomposable materials, damage to equipment or supplies, or loss of non-repeatable research in progress. Facilities shall include but are not limited to the Animal Holding Facility, the Culture Collection, and the Liquid Nitrogen Facility. Employees needing access shall indicate their access requirements with justification in writing to the Association and the Academic Vice President in advance of or at the time of any strike or lock-out. The parties shall meet in a timely manner to review and approve such requests.

Article 1.20 RECOGNITION OF ACADEMIC GOVERNANCE

The parties recognize that Senate is the governing academic authority in the University and agree that the Joint Committee for the Administration of the Collective Agreement shall approve any necessary clarification and rewording of the Collective Agreement to reflect Senate approved academic and structural changes.

SECTION 2

FACULTY & PART-TIME FACULTY

Article 2.0.1 FACULTY RESPONSIBILITIES

Professional Responsibilities of Faculty Members

1. Faculty members have certain rights, duties and responsibilities which derive from their positions as teachers and scholars and which reflect the rightful expectations of St. Francis Xavier University, the faculty members and the students.
2. The responsibilities of faculty members shall be an appropriate combination of:
 - a) dissemination of knowledge through undergraduate and/or, graduate teaching;
 - b) research, scholarly or other creative activities; and
 - c) academic service.

The Dean may also request a Faculty member to assume other reasonable duties which are not in conflict with the Agreement. There shall be consultation with faculty members prior to the assignment of such duties. The pattern of these responsibilities may vary from individual to individual and from time to time, taking into account that for the majority of faculty members, the principal duties will be in areas a) and b), and that for a faculty member holding a research Chair, the principal duty will be in area b). St. Francis Xavier University shall make every reasonable attempt to facilitate the work of faculty members.

3. Faculty members have the responsibility to deal fairly and ethically with students and other members of the academic community, to avoid discrimination, to foster a free exchange of ideas and to refuse to practice or permit censorship, to respect the principles of confidentiality in a manner consistent with their academic role, to acknowledge their indebtedness to students and/or colleagues in relation to their own research, to uphold and to protect the principles of academic freedom, and to seek the highest possible standards of scholarship.

Teaching

4. This involves undergraduate and/or graduate teaching and may contain elements of continuing education which fall within the faculty member's area of expertise and which have been approved by the Dean:
 - a) Faculty members have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within their area of expertise, to prepare and organize their subject matter conscientiously and to revise that subject matter on a regular basis as appropriate for that subject. They shall inform their students of the methods of instruction and evaluation in their courses, giving due regard to Senate regulations in these matters. Upon written request, they shall inform the Dean of course outlines, methods of instruction and evaluation procedures within a reasonable period of time after completion of the course.

- b) Whenever possible, there shall be prior consultation with faculty members on the assignment of teaching duties. Once such duties have been assigned by the Chair and approved by the Dean, it is the responsibility of faculty members to teach the assigned courses to students registered in them, at a time and place designated or approved by appropriate University authorities and in a manner which reflects the description in the Calendar, or as approved at the appropriate level. Faculty members shall be available regularly for individual consultation with their students beyond class or laboratory hours and shall inform their students, and upon written request their Dean, of such arrangements.
- c) Faculty members shall comply with formally approved and published procedures and deadlines concerning the reporting and reviewing of the grades of their students, and such other formally approved and published procedures and deadlines as may be reasonable and necessary for the well-ordered operation of the teaching programs of the University.

For the purposes of 4c) only, publication means that the procedures and deadlines have been printed in a current University Calendar, or circulated to each faculty member.

Faculty members shall accept reasonable responsibility for academic counseling, supervision of examinations and other related activities as may be necessary and reasonable and which are not in conflict with the Agreement.

Faculty members shall be present prior to and during the exams for their own courses. Any exception to this must be with the expressed permission of the Dean in consultation with the Chair.

- d) Faculty members have the responsibility to organize their instruction within relevant academic regulations, and the right and responsibility to maintain an orderly and productive academic environment.
- e) Faculty members may cancel or terminate scheduled instruction only for good cause and after seeking permission from the Chair, with the exception of emergencies. If possible, they shall give their students advance notice of such cancellation. Faculty members shall make every reasonable effort to reschedule instruction. Students and the Chair shall be informed of such rescheduled instruction.
- f) Supervision of students' research and practical work and of their thesis preparation, as well as participation in the evaluation of their theses, are integral aspects of teaching responsibilities.

Research, Scholarly or Creative Activity

5. This involves the creation of new knowledge, and/or the creative use of existing knowledge, and/or the organization and synthesis of existing knowledge and/or creative expression, in the faculty member's area of expertise¹.
- a) Research, scholarly or creative activity within their area of expertise conducted by faculty members in the course of their duties shall have as its primary objectives the increase of knowledge and understanding, and the improvement of faculty members' teaching and scholarly competence.
 - b) Faculty members have the right, and shall be encouraged and expected, to devote a reasonable portion of their time to meaningful research, scholarly or other creative activities
 - c) Where appropriate in their published work(s), faculty members shall indicate their affiliation with the St. Francis Xavier University and their reliance on the work and assistance of others, if any. It is the responsibility of faculty members to make the results of their research, scholarly or creative activity in their discipline available for review and assessment in a form in which it can be evaluated. Therefore, the results and conclusions of research, scholarly or creative activity shall normally be made accessible to the scholarly and general public through publication, public lectures or other means appropriate to their area of expertise.

When contract research is to be performed using University facilities, the prior written authorization of St. Francis Xavier University for such use is required. Faculty members may agree to delay for a specified period of time the dissemination of the results of contract research which uses University facilities, only if such delay is authorized by St. Francis Xavier University in writing. Any such authorization may not involve indefinite delay of the dissemination of results.

- d) Contract research will be viewed as research, for the purpose of the Agreement, if the results of the work are readily accessible to the scholarly and general public and meet an acceptable standard of peer evaluation.

If encumbrances are placed on the publication or dissemination of the results and conclusions of contract research, it will not be viewed as research for the purposes of the Agreement until such time as the results and conclusions are published or disseminated.

- e) Research and scholarly or creative activity does not normally include research directly related to the immediate and normal preparation for scheduled teaching, except when it is judged by peer review to represent an academic advance or a development of clinical or instructional materials or methods of an innovative sort, with application wider than a faculty member's own courses.

¹ Matters related to Intellectual Property are governed by Article 2.11

- f) Faculty members have a responsibility for the proper use of resources provided for the purposes of research.

Academic Service

- 6. Consistent with their principal duties, faculty members have the right and responsibility to participate actively in the work of the University through active membership on appropriate bodies such as Academic Departments or Faculties, Academic Department, Faculty and University Committees, and Senate. Faculty members have the right, and are encouraged, to participate actively in the work of academic and professional associations.
- 6.1 Faculty members must be available to attend department or other University meetings during the teaching week.

Annual Report of Activities - Faculty Members

- 7.0 Annual reports are for formative purposes only. With respect to evaluation for tenure and promotion the reports may be used only at the request of the Member being evaluated.
- 7.1
 - (a) Each Faculty Member shall submit two (2) copies of an annual report of activities to his or her Dean by October 31st of each year with the exception of probationary appointees who shall report in compliance with **Article 2.2.3.1**. The Dean shall forward a copy of all annual reports for his/her faculty to the Academic Vice-President by November 30. The Annual Report shall include a statement of activities for the previous September 1 to August 31 period. The Annual Report will be kept in the Faculty member's official file.
 - (b) The Annual Report for Faculty Members shall include the following information, as applicable:

NAME

DEPARTMENT

1. TEACHING

In particular describe any courses taught for the first time, new topics included in courses, any experiments, new or revised, introduced in laboratories, any topics introduced into courses in a revised format, and theses and honours projects directed.

2. RESEARCH AND SCHOLARLY ACTIVITY
Publications, conference presentations, preliminary research, and grant applications.
3. ACADEMIC SERVICE such as participation in committees outside the University, or any significant professional or community enterprise (on national or local level)

Article 2.0.2 CHAIRS OF DEPARTMENTS

(see: By-Laws: Part 2, Section 10)

- 1.0 The Chair shall be appointed by the President normally for a three-year term, upon the recommendation of the Chairs Selection Committee who shall have had an opportunity to receive input from:
 - a) all members of the Department; and,
 - b) senior honours students in the Department.
- 1.1 A Chair is eligible for reappointment.
- 2.0 Responsibilities of the Chair
- 2.1 The Chair shall be responsible, within the Department, for carrying out the policies and programmes of the Faculty of which the Department is a part.
- 2.2 More specifically, the Chair shall:
 - a) convoke at least two meetings of his or her faculty during the academic year for the discussion of the objectives of the Department and the implementation of those objectives;
 - b) in consultation with the Dean of his or her Faculty and with his or her Department, determine the courses of instruction to be offered by the Department in each academic year: The Chair shall, by May 31, inform each faculty member in his/her department in writing of the faculty member's teaching assignment for the forthcoming academic year, after getting the approval of the Dean for that assignment. No change shall be made to a faculty member's teaching assignment without the approval of the Dean. No change shall be made after July 15 without the consent of the faculty member, which consent will not unreasonably be denied.

For faculty members appointed after May 31, the Chair shall inform these faculty members in writing, within 15 days of the effective dates of their appointments, of their teaching assignments for the forthcoming academic year, after getting the approval of the Dean for the assignment.

- c) provide academic counseling and supervision for all students doing majors, advanced majors, or honors programmes in the Department;
- d) as Chair of the relevant search committee, be responsible for the coordination of the process for recruitment and selection of qualified staff in the Department;
- e) as Chair of the Departmental Evaluation Committee, or equivalent, be responsible for the assessment of members of the Department and submission of such to the appropriate member of the University's administration;
- f) as Chair of the Departmental Evaluation Committee, make recommendations to the Dean or appropriate committee regarding the further appointment and advancement of members of his or her Department;
- g) have general supervision over the instruction and research of the Department;
- h) prepare the budget for the Department and, after consultation with members of the Department, submit it to the Dean;
- i) be responsible, after consultation with the University Librarian, for acquisition of library requirements for the Department;
- j) within University purchasing policy, be responsible for the purchase, maintenance, and allocation of equipment of special relevance to the work of the Department;
- k) be responsible for the preparation of relevant materials for the Academic Calendar;
- l) manage the budget allocated to the Department by the Dean.
- m) be responsible for tracking of sick leave and vacation leave of faculty and staff in the Department and communication of same with Human Resources;
- n) supervision of staff
- o) shall carry out such other duties as required by the Collective Agreement or by Senate policies.

2.3 The Department Chair shall undertake to have executed every decision on which the Department has attained a consensus or majority decision, and shall in no instance countermand such a decision.

- 2.4 In instances where the Department has been unable to attain at least a majority decision, the Department Chair may exercise his or her decision-making responsibilities.

Article 2.0.3 COORDINATORS OF INTERDISCIPLINARY PROGRAMMES

- 1.1 The Coordinator of an Interdisciplinary Programme shall be appointed by the President normally for a three-year term, upon the recommendation of the Chairs Selection Committee who shall have had an opportunity to receive input from:
- a) all members of the Interdisciplinary Programme Coordinating Committee;
 - b) senior students in the Interdisciplinary Programme.
- 1.2 A Coordinator is eligible for reappointment.
2. Responsibilities of the Coordinator:
- 2.1 The Coordinator shall be responsible, within the Interdisciplinary Programme, for carrying out the policies and programmes of the Faculty or Faculties of which the Interdisciplinary Programme is a part.
- 2.2 More specifically, the Coordinator shall:
- a) convoke at least two meetings of his or her Interdisciplinary Programme Coordinating Committee (IPCC) during the academic year for the discussion of the objectives of the Interdisciplinary Programme and the implementation of those objectives;
 - b) The Interdisciplinary Programme Coordinating Committee shall be constituted as a group having one representative faculty member from each of the participating departments. In the initial year of the program's development, these members may be invited by the Coordinator to serve; in subsequent years, the IPCC members shall be designated by the Chairs of the home departments of the faculty members after consultation with their respective departments.
 - c) in consultation with the Dean of his or her Faculty and with his or her Interdisciplinary Programme Coordinating Committee, determine the courses of instruction to be offered in the Interdisciplinary Programme in each academic year. The Coordinator shall, by May 31, inform each faculty member teaching in his/her Interdisciplinary Programme in writing of the faculty member's teaching assignment for the forthcoming academic year, after consultation with the Faculty member's Department Chair, and after getting the approval of the Dean for that assignment. No change shall be made to a faculty member's teaching assignment without the approval of the

Dean. No change shall be made after July 15 without the consent of the faculty member, which consent will not unreasonably be denied.

For faculty members appointed after May 31, the Coordinator shall inform these faculty members in writing, within 15 days of the effective dates of their appointments, of their teaching assignments for the forthcoming academic year, after getting the approval of the Dean for the assignment.

- d) provide academic counseling and supervision for all students doing majors, advanced majors, or honours programmes in the Interdisciplinary Programme;
- e) on behalf of the Interdisciplinary Programme Coordinating Committee, be responsible for providing input to the relevant Departmental Evaluation Committee assessing members of the Interdisciplinary Programme for contract renewal, tenure or advancement in rank;
- f) have general supervision over the instruction and research of the Interdisciplinary Programme;
- g) prepare the budget for the Interdisciplinary Programme and, after consultation with members of the Interdisciplinary Programme Coordinating Committee, submit it to the Dean;
- h) be responsible, after consultation with the University Librarian, for acquisition of library requirements for the Interdisciplinary Programme;
- i) within University purchasing policy, be responsible for the purchase, maintenance, and allocation of equipment of special relevance to the work of the Interdisciplinary Programme;
- j) be responsible for the preparation of relevant materials for the Academic Calendar;
- k) manage the budget allocated to the Interdisciplinary Programme by the Dean.
- l) be responsible for tracking of sick leave and vacation leave of faculty and staff in the Interdisciplinary Programme and communication of same with Human Resources;
- m) shall carry out such other duties as required by the Collective Agreement or by Senate policies.

2.3 The Interdisciplinary Programme Coordinator shall undertake to have executed every decision on which the Interdisciplinary Programme Coordinating Committee has attained a consensus or majority decision, and shall in no instance countermand such a decision.

- 2.4 In instances where the Interdisciplinary Programme Coordinating Committee has been unable to attain at least a majority decision, the Interdisciplinary Programme Coordinator may exercise his or her decision-making responsibilities.

Article 2.1 CONDITIONS OF APPOINTMENT

- 1.0 It is the policy of St. Francis Xavier University to employ the best Faculty members its resources permit.
- 1.1 Consistent with this policy, it judges the qualities of its Faculty members with a view to advancing those who merit advancement and to removing from its staff those who do not meet the standards established.
- 2.0 Section 2 covers those currently employed by the University in one of the four ranks recognized and described below [**see 2.1.2**].
- 3.0 The aim of procedures for making Faculty appointments in this University is to select the best person for the position regardless of any non-academic quality or opinion.
- 3.1 There shall be no discrimination, interference, restriction or coercion exercised by the University with respect to any topic included in Section 2 of this Agreement.
- 4.0 Specifically, no discrimination, interference, restriction or coercion shall be exercised by reason of any of the grounds prohibited under **Article 1.6**, except as clearly and necessarily required to meet the objective requirements of employment.
- 4.1 Similarly there shall be no discrimination with respect to citizenship, except as necessary to abide by the requirements of Human Resources Development Canada, or with respect to age, except as delineated by retirement policies [**see 1.14**].

Article 2.1.1 RECRUITMENT AND APPOINTMENT PROCEDURE

- 1.0 Each year, following consultation, in caucus, with Departmental colleagues, the Chair shall determine the Department's staffing needs.
- 2.1 a) The Chair shall report, in writing, any needs for tenure track replacement or appointment to the Dean by September 15.
- b) The Chair shall report, in writing, any need for limited term replacement or appointment to the Dean by December 1.

- 2.2 Changes in a Department's staffing needs that occur after dates outlined in clause 2.1 above should be made known to the Dean immediately.
- 3.1 The Dean, after consultation with the Academic Vice-President and Provost, shall grant the Chair permission to advertise the position subject to budgetary approval.
- 3.2 The Dean shall communicate the decision to the department normally by October 1 in the case of tenure track replacements or appointments and January 15 in the case of limited term replacements or appointments. If it is the intention to make a decision, that does not follow the recommendation of the department, the department will be informed, in writing, of the intended decision and the reasons for the decision. In addition, each academic year before the University exercises its powers to decide on additional appointments, the University shall consult with the Senate concerning the staffing requirements of the University with regard to its academic programmes and shall receive any recommendations Senate advances on these matters.
- 3.3 A faculty member will be appointed for a limited term, or on probation, or, with the recommendation of the Rank and Tenure Committee, with tenure.
- 3.4 The parties recognize that it would not be in the best interest of the University if it were to offer term appointments automatically to all faculty members. However, the parties also recognize that the University requires the flexibility to make term appointments in certain cases. Therefore, the parties agree that a faculty member will not be granted a limited term appointment unless
- a) the vacancy which is being filled is a temporary vacancy,
 - b) the person being appointed to fill the vacancy is not deemed suitable for a probationary appointment to the position being filled, in which case a search will be made for a candidate for a probationary appointment to commence at the end of the term appointment so made,
 - c) the position which is being filled is a temporary position, or
 - d) there is a bona fide reason for making such an appointment.
- 3.5
- a) Initial Limited term appointments of faculty members may be made for any length of term up to three (3) academic years.
 - b) Faculty members who hold limited term appointments shall be eligible to apply for another appointment, including another limited term appointment, which may arise for the following year. The total time a faculty member occupies limited term appointments may not exceed four (4) years except with the permission of both the University and the Association or except at the rank of Lecturer.
 - c) Limited term appointments as sabbatical replacements are to be made for a term of less than one (1) academic year.

- 4.0 Whenever the University decides to hire a faculty member there shall be a search committee made up of either all available members of the department or departments concerned or such members as the department or departments concerned shall determine. The Department Chair shall chair the search committee. For Departments within Schools, the Director of the School shall be an ex officio member of all search committees. In the case of interdisciplinary appointments, the heads of the departments and the directors of the programmes concerned, after consultation with members of their departments and programmes, shall meet to strike a search committee.
- 4.1 The search committee shall decide on an appropriate mechanism for gathering student opinion concerning candidates for the position and for involving students in the process leading to a recommendation. These mechanisms may include but are not limited to: written submissions of students designated to meet and interview candidates, written submissions from students invited to attend presentations by candidates.
- 4.2 Vacancies shall be advertised both internally and externally via hard copy and/or electronic means including professional journals, where appropriate. Such advertisements shall be drafted by the search committee and forwarded to the Dean and, where appropriate, to the members of the department or departments concerned, together with a recommended list of publications in which the advertisement is to be placed. The advertisement shall state the rank or range of ranks at which the appointment is to be made; the department; the anticipated type of appointment; the general qualifications and responsibilities, as well as more specific ones which are relevant; an equity statement informing potential candidates that the University encourages applications from minority and other disadvantaged groups including women; where appropriate the period of the appointment; and that applications and supporting documents should be directed to the Chair of the Department.
- 4.3 A copy of the advertisement shall be forwarded to the Association at the same time as it is submitted for publication, along with a list of the publications to which it is being submitted.
- 5.0 All Departmental plans for recruitment must have the Dean's prior approval. The Chair shall be responsible for the co-ordination of the search for candidates.
- 5.1 The application and supporting documents of all candidates shall be made available to all members of the search committee and to all other members of the department(s) except candidates for the position. Within ten (10) days of the deadline for the receipt of applications, the Chair shall recommend to the Dean candidates to be invited to the campus for interviews. Copies of the complete files of all candidates to be invited to campus, as well as files of any other candidates in the top five reviewed by the Department, shall be provided to the Dean. If the Dean does not intend to follow the search committee's recommendation, the search committee will be informed, in writing, of the intended decision and the reasons for the intended decision and will be given five (5) days for further input before the final decision is made. The Dean shall decide those to be invited to campus for interviews.

- 5.2 The Chair shall arrange interviews. The Chair is responsible for ensuring that, insofar as the circumstances reasonably permit, the interview process will be the same for each candidate interviewed. Each candidate interviewed shall meet with all available members of the search committee and other members of the department. Each candidate interviewed will be given the opportunity to teach a class or to offer a seminar involving students. Each candidate will also be given the opportunity to meet with the Director of Human Resources or designate, the Dean and the Academic Vice-President and Provost and in the case of candidates for positions within Schools with the Director of the School.
- 5.3 The Chair, on behalf of the search committee, shall make a recommendation to the Dean, normally within five (5) days of the final interview. It may recommend that a given candidate, or any one from a group of candidates, be offered the appointment. It may recommend that no candidate from the list of candidates be offered the appointment. More than one recommendation may be made, and a recommendation may include more than one name or group of names listed in order of preference.
- 5.4 Each recommendation may be accompanied by advice on rank and salary, and shall be forwarded with appropriate rationale and supporting documents to the Dean.
- 6.0 The Dean and the Academic Vice-President and Provost shall consult on the terms of each appointment.
- 6.1 The Dean, in consultation with the Academic Vice-President and Provost, shall decide which candidate, if any, is to be offered the appointment, and the rank, salary and type of appointment which is to be offered. If the Dean does not intend to appoint the person recommended by the search committee, the search committee will be informed, in writing, of the intended decision and the reasons for the intended decision and will be given five (5) days for further input before the final decision is made.
- 6.2 If it is the intention to offer a candidate an appointment at the rank of Associate Professor or above, the Rank and Tenure Committee shall meet to discuss the proposed rank.
- 6.3 Similarly, if it is the intention to offer a candidate an appointment with tenure, the Rank and Tenure Committee shall meet to discuss the appointment.
- 6.4 The Rank and Tenure Committee shall make its recommendations on tenure to the President.
- 7.0 The Dean will issue a written offer of appointment in the name of the Academic Vice-President and Provost.
- 7.1 Letters of appointment shall state explicitly:
- a) the rank at which the appointment is to be made;
 - b) the type of appointment, including its length;
 - c) the department or departments to which the appointee will be assigned;
 - d) the salary; the market differential component of the salary, if any;

- e) start-up grant, if any; release time, if any;
- f) relocation expenses;
- g) the pension and other fringe benefits available to the appointee.

The written offer shall also make explicit reference to the location in the Agreement where Faculty members' duties, rights, and privileges are specified. A copy of the Agreement and all subsequent letters of understanding (or a reference to the website where the Agreement is located) shall be included with such letters.

- 8.0 After the receipt of a written acceptance from the proposed new Faculty member, confirmation of the appointment will be by means of a letter written by the Academic Vice-President and Provost, in the name of the President.
- 8.1 A copy of this letter shall be sent to the Chair and for Faculty appointments to Schools to the Director of the School.
- 9.0 The written offer of appointment and the written acceptance shall be in the possession of the proposed new Faculty member and the University respectively before an appointment can take effect. A copy of the letter of appointment will be sent to the President of the Association.
- 10 Short term hires of less than 100 days required to fill unanticipated vacancies (e.g. sick leave replacements) will not be subject to the above recruitment procedures.

Article 2.1.1.1 RELOCATION EXPENSES FOR NEW APPOINTEES

- 1.0 When the University provides funds to assist newly appointed Faculty members to relocate in Antigonish, it does so on the basis of economy class air fare to Halifax for the member and his or her immediate family, plus an additional allowance for travel from Halifax to Antigonish.
- 2.0 If all the travel is by private motor car, then the lower of either the actual cost involved or the economy class airfare to Halifax will be provided.
- 3.0 The University also will contribute to the cost of moving household and personal effects.
- 3.1 Moving costs will be refunded against receipts, subject to the relevant maximum stated below [see: 3.2 and 3.3, below].
- 3.2 The maximum support for relocation (including either the airfare and Halifax/Antigonish travel allowance, or the actual cost of private motor car travel) shall normally not exceed one-twelfth of the initial salary for a tenure-track or tenured appointment.

- 3.3 The amount of relocation for a Limited Term appointment shall be determined on a case by case basis by the appropriate Dean but shall normally not exceed one-twelfth of the initial salary.
- 3.4 Requests for reimbursements for relocation expenses must be made within a year from the date of the appointment.
- 4.0 The University will reimburse the cost of one house hunting trip for a new Tenure-track or Tenured Faculty member upon presentation of receipts for travel and hotel accommodations. Meal per diems will be paid at the current University rate. Normally a house hunting trip will include a member and his or her spouse or partner and be three days in duration. Exceptions must be applied for before the trip is authorized by the Dean.
- 5.0 If a Tenure-track or Tenured Faculty Member resigns his/her position at the University within twenty-four months of beginning employment, the Faculty Member will reimburse the University for the relocation assistance received on a pro-rated basis.

Article 2.1.1.2 CROSS APPOINTMENTS

1.0 Definition of a Cross Appointment

- 1.1 A cross appointment is one in which a Faculty member has:
- a) a primary appointment in one Department or Interdisciplinary Programme; and,
 - b) a secondary appointment in one or more other Department(s) or Interdisciplinary Programme(s) in which he or she has a sustained academic or professional interest.

2.0 Procedures for Making a Cross Appointment

- 2.1.1 A cross appointment shall be made only:
- a) with the consent of the Faculty member; and,
 - b) on the recommendation of the Chairs or Co-ordinators of the Department(s) or Interdisciplinary Programme(s) involved.
- 2.1.2 Such a recommendation of the Chair(s) or Co-ordinator(s) shall be made only after consultation with the Faculty members of the relevant Department(s) or Interdisciplinary Programme(s).
- 2.2 A cross appointment shall be made by the Academic Vice-President and Provost.
- 2.3.1 A cross appointment may be of any length, but the appointment shall be made for a fixed period.
- 2.3.2 The period of the cross-appointment shall be specified in the letter of appointment.

2.3.3 A cross appointment may be altered or renewed as appropriate; see clause 4 below.

3.0 Terms of Appointment

3.1 The letter of appointment shall state the sharing, if any, of duties and responsibilities between the two or more Departments or Interdisciplinary Programmes.

3.2 The letter of appointment shall also identify the Department or Interdisciplinary Programme in which the Faculty member holds primary responsibility.

3.3.1 An individual holding a cross appointment has the full rights of a Faculty member both in the Department or Interdisciplinary Programme of primary responsibility and in the Department(s) or Interdisciplinary Programme(s) in which he or she holds the secondary appointment(s).

3.3.2 Such rights include, but are not limited to, the right to:

- a) attend and participate fully in meetings;
- b) vote; and,
- c) be appointed or elected to committees.

3.4 The level of administrative and academic support available to the Faculty member by the Department(s) or Interdisciplinary Programme(s) of secondary responsibility shall be mutually agreed by the Chair(s) or Co-ordinator(s) and the Faculty member.

3.5 If the Departments or Interdisciplinary Programmes are in different Faculties, the Faculty member with a cross appointment shall be a member of only the Faculty that includes the Department or Interdisciplinary Programme of primary responsibility.

4.0 Renewal or Alteration of a Cross Appointment

4.1 A cross appointment may be renewed or altered with the consent of the Faculty member and on the recommendation of the Chair(s) or Co-ordinator(s) after consultation with the Faculty members of their Department(s) or Interdisciplinary Programme(s).

5.0 Termination of a Cross Appointment

5.1 The termination or alteration of a cross appointment, except for cause, shall not in itself jeopardise the Faculty member's appointment with the University in the Department or Interdisciplinary Programme of primary responsibility.

5.2 A cross appointment will normally terminate upon the termination of the appointment in the Department or Interdisciplinary Programme of primary responsibility.

6.0 **Evaluation of a Faculty member with a Cross Appointment**

- 6.1 A Faculty member holding a cross appointment will be evaluated for purposes of renewal of probationary appointment, tenure and promotion.
- 6.2 The Faculty member's performance will be evaluated independently by the Evaluation Committee of each academic unit (i.e., Department or Interdisciplinary Programme) in which he or she holds an appointment.
- 6.3 The performance of the Faculty member in each academic unit will be evaluated by:
- a) the Evaluation Committee of that academic unit; and,
 - b) the Chair or Co-ordinator of that academic unit.
- 6.4 In carrying out such an evaluation, the Evaluation Committee of the Department or Interdisciplinary Programme will:
- a) evaluate the Faculty member's performance as it relates to that academic unit; and,
 - b) use the criteria and methods specified in **Article 2.2**.
- 6.5 Each evaluation will be submitted to the appropriate University administrator (i.e., depending on the year of the contract, either the Dean or the Academic Vice President and Provost as Chair of the Rank and Tenure Committee).
- 7.0 If tenure is granted to a Faculty member with a cross appointment, it shall be only in the Department or Interdisciplinary Programme of primary responsibility.

Article 2.1.2 RANK STRUCTURE

- 1.1 The University recognizes four Faculty ranks.
- 1.2 The four ranks are indicated below with the conditions and qualifications required for each.
2. **Lecturer**
- 2.1 A person appointed to this rank shall possess the Masters degree.²
- 2.2 Promotion from this rank shall be regular upon acquisition of the qualifications of the rank of Assistant Professor.

² In all cases, degrees and certificates equivalent to the Masters and Doctorate degrees will be recognized. In pre-professional and fine arts (Art, Music) programmes, business or professional experience or artistic accomplishments may be recognized in lieu of advanced academic degrees or teaching experience.

2.3 No one shall remain in the rank of Lecturer more than five years, except in cases involving leave of absence [see **2.4.3**].

3. **Assistant Professor**

3.1 A person appointed to this rank shall possess the Doctorate degree, or the Masters degree and three years of University teaching experience, or the Master's degree and exceptional scholarly achievement.

3.2 Appointments to the rank of Assistant Professor shall be granted by the Dean when the candidate has met the qualifications set out in 3.1 above.

4. **Associate Professor**

4.1 Normally a person appointed to this rank shall possess the Doctorate degree and also have had a minimum of five years of University teaching experience at the rank of Assistant Professor.

4.2 Appointment to the rank of Associate Professor will be granted only if a Faculty member has demonstrated:

- a) excellence in teaching or scholarly activity (including equivalent creative or professional work) and clearly established competence in the other;
- b) that his or her scholarly, professional, or creative activity is reasonable in quantity; and,
- c) reasonable service to the University.

A Faculty member's service to his or her academic/professional community or exceptional service to his or her community may be considered.

5. **Professor**

5.1 Normally a person appointed to this rank shall possess the Doctorate degree and have had a minimum of eight years of University teaching experience at the rank of Associate Professor and shall have shown evidence of outstanding teaching ability and scholarly achievement.

5.2 Appointment to the rank of Professor will be granted only if a Faculty member has demonstrated:

- a) excellence in teaching and excellence in scholarly activity (including equivalent creative or professional work);
- b) that his or her scholarly, professional, or creative activity is reasonable in quantity and sustained over time;
- c) reasonable service to the University; and
- d) that she or he has made a distinguished contribution to his or her academic/professional discipline or art in teaching, or in research or creative activity.

A Faculty member's distinguished service to his or her academic/professional community or exceptional service to his or her community may be considered.

Article 2.1.2.1 ADJUNCT PROFESSOR

- 1.0 In addition to, and distinct from, the ranks of Lecturer, Assistant Professor, Associate Professor, and Professor [see 2.1.2], the University occasionally appoints Adjunct Professors.
- 2.0 The purpose of an adjunct appointment is to allow an individual who works outside the University to contribute to University programmes in teaching and research.
- 3.0 **Procedure for the Appointment of an Adjunct Professor**
- 3.1 A recommendation for the appointment of an individual as an Adjunct Professor shall be made by the Dean, after consultation with the Chair.
- 3.2 Such a recommendation shall be accompanied by:
 - a) a detailed rationale regarding the individual's possible contribution to the University;
 - b) a statement regarding the candidate's distinction in his or her field of study;
 - c) a description of the candidate's proposed activities; and,
 - d) a suggested term for the appointment.
- 3.3 The Dean's recommendation will be submitted to the President through the office of the Academic Vice-President and Provost.
- 3.4 The designation Adjunct Professor shall be made by, and at the discretion of, the President on the advice of the Academic Vice-President and Provost.
- 4.0 The designation of Adjunct Professor carries no implication with respect to salary or Faculty status as defined under the provisions of the University By-laws or this Agreement.
- 5.0 **Term of Appointment and Possibility of Renewal**
- 5.1 The term of appointment of an Adjunct Professor shall be for a maximum of three years.
- 5.2 The appointment of an Adjunct Professor may be renewed.
- 5.3 Such a renewal shall be made by the President, following a review by the Dean and Chair, and a recommendation from the Academic Vice-President and Provost.

Article 2.1.3 TERMS OF APPOINTMENT

1. There are three categories of Faculty appointments: Limited Term, Probationary, and Tenured.
2. **Limited Term Appointments**
 - 2.1.1 Limited Term Appointments are those made in exceptional cases where the University finds it necessary to make appointments contractually limited in term.
 - 2.1.2 Such exceptional cases may, for example, include the replacement of Faculty members who are on leave, are ill, or who resign after the mid-point of the second academic term.
 - 2.2 Limited Term Appointments carry no implication of renewal or continuation beyond the term and no indication that the appointee is on probation for a more permanent appointment.
 - 2.3 If a holder of a Limited Term Appointment subsequently obtains a Probationary Appointment in the same department, time spent in the Limited Term Appointment may be counted for tenure and advancement in rank only at the specific request of the Faculty member.
 - 2.4 Any faculty member wishing to count years on Limited Term Appointments must have been evaluated in each of such years. In addition, a minimum of one full year as Probationary tenure-track must be completed prior to the request to count the Limited Term years and subsequent application for tenure.
3. **Probationary appointments**
 - 3.1 Probationary Appointments are those made for a specified period of time with a normal start date of July 1.
 - 3.2.1 A Probationary Appointment made at the rank of Lecturer or Assistant Professor shall be for an initial period of two years.
 - 3.2.2 A Probationary Appointment may be renewed, but the total period of the Probationary Appointment shall normally not exceed five years. Unless otherwise stated in specific leave language in this agreement, time spent on any type of leave of six (6) months or longer will not be counted as time toward tenure. Leaves of six (6) months to eighteen (18) months will delay consideration of tenure by one (1) year; leaves of eighteen (18) months to thirty (30) months will delay consideration of tenure by two (2) years; etc.
 - 3.2.3 Following the Probationary Appointment of a Faculty member at the rank of Lecturer or Assistant Professor, he or she may receive:
 - a) another Probationary Appointment if eligible [see 3.2.2, above, and **2.2.3.1**];
 - b) a Tenured appointment [see **2.1.6**];

- c) in exceptional cases, a final one year Limited Term Appointment; or,
- d) notice of termination of service.

3.3.1 An initial Probationary Appointment at the rank of Associate Professor [see **2.1.1: 9.1**] shall be for a period of two years.

3.3.2 Following the initial Probationary Appointment of a Faculty member at the rank of Associate Professor, he or she may:

- a) request a renewal of the Probationary appointment;
- b) receive a Tenured appointment [see **2.1.6**];
- c) receive notice of termination of service; or,
- d) in exceptional cases, be offered a one year Limited Term appointment.

4. Tenured or Permanent Appointments

4.1 Tenured (or Permanent) Appointments are those that entitle Faculty members to continuity of employment until the age of retirement or termination of employment in accordance with the conditions specified in **2.1.9, 2.1.9.1, 2.1.9.2** and **1.16.5**.

4.2 Normally, appointments to the rank of Professor shall be Tenured Appointments [see **2.1.1: 9.2** and **9.3**].

4.3 No Faculty member, while holding the rank of Lecturer, is eligible for a Tenured Appointment.

5. Visiting, Adjunct, or Senior Research Professors and Distinguished University Fellow

5.1 The positions of Visiting Professor, Adjunct Professor [see **2.1.2.1**], Distinguished University Fellow, and Senior Research Professor are not recognized by the University as being governed by these conditions nor do the other sections of this Agreement dealing with Conditions of Appointment, Appeals, Faculty Leave, University Policies, Faculty Travel, Retirement, or Faculty Benefits apply to Visiting Professors unless so specified, in writing, before, or at the time of, appointment.

5.2 Visiting Professor appointments are for a specified term.

Article 2.1.4 PERSONNEL FILE

1.1 Each Faculty Member shall have a Personnel File in which will be kept all the professional records appropriate to his or her employment.

- 1.2 These records include, but are not limited to, salary and work history, disciplinary material, decisions and recommendations together with the reasons arising from personnel decisions involving the Faculty member, and any other documents pertinent to his or her appointment, tenure, promotion, and professional career.
- 1.3 These records may also include assessments that the Faculty Member and/or University has sought (for example, from external colleagues, past or present students, publishers, editors, or granting agencies) when seeking renewal of a Probationary Appointment, advancement in rank, or grant of tenure.
 - 1.3.1 a) A Faculty member's File shall contain one copy of his or her curriculum vitae
 - b) A Faculty member may submit an updated curriculum vitae to his or her file at any time
 - c) A Faculty member shall submit an updated curriculum vitae for inclusion in his or her file
 - i) during the first year of employment
 - ii) accompanying any application for tenure, promotion or sabbatical leave
 - iii) in the first year of each new collective agreement.
- 1.4.1 When applying for renewal of a Probationary appointment, Advancement in Rank, or grant of academic Tenure, a Faculty member may add to his or her file whatever material he or she believes are relevant to that decision.
- 1.4.2 Once the Faculty member's application has been adjudicated, these additional materials will be returned to him or her.
2. The Personnel File shall be kept in the Office of the Academic Vice-President and Provost. Copies of material held in the Personnel File may also be held in the office of the appropriate Dean of Faculty.
3. It shall be the responsibility of each Faculty member to keep his or her Personnel File up to date.
4. Each Faculty member shall have the right of access, upon 24 hours notice, to the entire content of his or her File, with the exception of confidential information. The examination of the file shall be carried out in the presence of a person designated by the Academic Vice-President & Provost as appropriate. Faculty members shall be required to provide identification before access to the file is granted. Faculty members shall not remove the file or any of its contents from the office in which it is held.
- 5.1 Confidential information includes signed letters of reference or assessment, whether solicited by the Faculty member or by the University and its employees with the explicit consent of the Faculty member.

- 5.2 Confidential information shall be kept in the Personnel File in an envelope marked “Confidential.”
- 5.3.1 Upon request, a Faculty member may receive an inventory of the confidential material in his or her envelope.
- 5.3.2 Such an inventory must include the date and general subject of each item therein.
6. A Personnel File shall not contain anonymous material, except for student course evaluations.
7. Faculty members may have copies of any documents to which they have the right of examination.
- 8.1 The Rank and Tenure Committee shall have access to all Personnel File documents, including confidential material but excluding information related to salary.
- 8.2 None of the contents of the Personnel File shall be released or made available to any person without the consent of the Faculty member, except when required:
 - a) for official University administrative purposes;
 - b) for grievance and arbitration purposes;
 - c) by this Agreement; or
 - d) by law.

Article 2.1.5 ADVANCEMENT IN RANK

- 1.0 Consistent with the qualification requirements of the rank concerned, all Faculty members, whether tenured or not, shall be eligible to apply for advancement in rank. A Faculty Member shall ordinarily spend a minimum number of years in each rank before becoming eligible for the next higher rank. The minimum periods of service within each rank shall be as follows:

Lecturer - three (3) years;
Assistant Professor – five (5) years;
Associate Professor – eight (8) years.
- 2.0 By October 1 the Academic Vice-President and Provost, as Chair of the Rank and Tenure Committee, will send a reminder to members of Faculty that those who are about to complete the prescribed minimum of years in the rank of Assistant Professor or of Associate Professor [see 2.2.1] and who wish to be considered for advancement in rank must apply in writing to the Chair of the Rank and Tenure Committee by November 1.

- 3.0 Any other Faculty member seeking advancement in rank must apply, in writing, to the Chair of the Rank and Tenure Committee by November 1.
- 4.0 Accelerated promotion to the rank of Associate Professor or Professor may be sought by a Faculty member on the grounds of exceptional teaching and exceptional scholarly achievement. A Faculty Member who seeks early consideration as an exceptional case shall apply in writing to the Chair of the Rank and Tenure Committee by November 1. The application shall include a detailed rationale as to why early consideration is merited.
- 5.0 The procedures and criteria for evaluation that shall be used in the view of applications for advancement in rank are described in **2.2.1**, **2.2.2**, and **2.2.3.3** of this Agreement.

Article 2.1.6 ACADEMIC TENURE

- 1.0 Academic tenure is a means to an end in that it provides economic security and assurance of continued opportunities to teach and to do research, the necessary safeguards of academic freedom.
- 1.1 Academic freedom and economic security, i.e. tenure, are indispensable to the success of an institution of higher learning in fulfilling its obligations to its students and to society generally.
- 1.2 Faculty members, therefore, should have tenure after the expiry of a specified probationary period.
- 2.0 The services of a tenured Faculty member may be terminated by: retirement, permanent disability, financial exigency, programme redundancy, or for cause [**see 2.1.9, 2.1.9.1, 2.1.9.2, 1.14 and 1.16.5**].
- 3.0 Faculty members who are about to complete the maximum number of years service allowed for Probationary Appointments in the rank of Assistant Professor or Associate Professor [**see 2.1.3**] will be reviewed automatically during the academic year preceding such completion of service in the probationary state. By October 1, the Academic Vice-President and Provost, as Chair of the Rank and Tenure Committee, will send a reminder to those members of Faculty who are to be reviewed automatically that his or her review will be considered by the Rank & Tenure Committee. It is the responsibility of a Faculty member who will be considered for grant of tenure in an academic year to ensure his or her Personal Dossier is complete by November 1.
- 4.0 Any other Faculty member seeking grant of tenure must apply, in writing, to the Academic Vice-President and Provost by November 1. A Faculty member may only be considered once for the granting of tenure.

- 5.0 The procedures and criteria for evaluation which shall be used in the review of applications for Academic Tenure are described in **2.2.1**, **2.2.2**, and **2.2.3.2** of this Agreement.

Article 2.1.7 RENEWAL OF A PROBATIONARY APPOINTMENT

- 1.0 A Faculty member holding a Probationary Appointment shall be evaluated according to the criteria and procedures established in the relevant clauses of **2.2** of this Agreement.
- 2.0 Following the evaluation of a Faculty member who is in the final year of a Probationary Appointment but who is not under review for tenure, the Chair, Dean, and Academic Vice-President and Provost, may consult to determine on the basis of the information-provided, whether the Faculty member will, or will not, be offered a renewal of his or her Probationary Appointment.
- 2.1 Notice of the decision regarding renewal shall be given, in writing, to the Faculty member by the Dean.
- 2.2 Such notice shall be given by December 15.

Article 2.1.8 ACADEMIC ADMINISTRATIVE APPOINTMENTS³

- 1.0 An individual who holds a tenured appointment in an academic Department at the time of appointment to an academic administrative position retains the right to return to the Department upon retirement from the administrative position, assuming that she or he has not yet reached normal retirement age [see **1.14**].
- 2.0 Unless otherwise stated in the letter of appointment, Faculty Members who are eligible for tenure, or promotion, but who are excluded from the bargaining unit because of their positions shall be assessed with respect to tenure, or promotion on the same basis as Faculty Members who are in the bargaining unit.
- 3.0 The salaries of academic administrators shall be determined by the rules for determining salary for all members of Faculty.
- 3.1 Faculty members who are appointed to an academic administrative position shall additionally be paid an administrative stipend negotiated annually between the President and the appointee.

³For the purposes of this section of this Agreement, ‘academic administrative position’ shall refer to the position of President, Academic Vice-President and Provost, the Deans of Faculty and Directors of Schools.

- 4.0 Time spent in an academic administrative position shall be deemed equivalent service for all appropriate purposes of this Agreement except for years of services required for Sabbatical Leave [see 2.4.1].
- 5.0 The President may grant Administrative Leave to an academic administrator immediately after she or he has completed at least one full term in an administrative office [see 2.4.2].

Article 2.1.8.1 EXCLUSIONS FROM THE BARGAINING UNIT

- 1.0 Faculty Members who are excluded from the bargaining unit because they hold an administrative position or Board appointment shall enter or re-enter the bargaining unit upon leaving the position excluding them, and shall be entitled to the rights, privileges-and accumulated credits as if time served in the excluded position had been served in the bargaining unit.
- 2.0 Individuals excluded from the bargaining unit because they hold an administrative position are also excluded from election as teaching faculty to the Senate or the Board pursuant to the University By-Laws, and from membership on all committees in positions reserved for teaching faculty.
- 3.0 Faculty Members excluded from the bargaining unit solely by virtue of their membership on the Board shall not be treated differently, for that reason, from members of the bargaining unit with respect to terms and conditions of employment.

Article 2.1.9 TERMINATION OF EMPLOYMENT

- 1.0 A Faculty member holding a Part-Time, Limited Term, Probationary, or Tenured Appointment may have it terminated,⁴ in term, for any one of the following reasons:
- 2.0 **Permanent Disability**
- 2.1 Permanent disability of the Faculty member to an extent that renders fulfilment of normal academic duties impossible.
- 2.2 In this case, the provisions of the University's Long Term Disability Plan would take effect [see 1.16.5].
- 3.0 **Financial Exigency or Program Redundancy**

⁴In this section the word 'terminated' does not mean, nor should it be confused with, non-renewal of either a Limited Term or a Probationary Appointment.

3.1 Inability of the University to continue the appointment due to financial exigency or program redundancy [see 2.1.9.1 and 2.1.9.2].

4.0 **Dismissal for Cause**

4.1.1 A Faculty member holding a Limited Term, Probationary, or Tenured Appointment may be dismissed for cause for any one of the following three reasons: professional incompetence, extended refusal to perform contracted academic duties, or moral turpitude.

4.1.2 If the charge of moral turpitude arises from a charge of sexual harassment, this case will be dealt with, in the first instance, following the procedures outlined in the Sexual Harassment Policy & Procedures. If the Sexual Harassment Formal Hearing Panel recommends that the Faculty member be dismissed, this recommendation must be referred to the Rank and Tenure Committee by the University President for a formal dismissal procedure (see 4.2.1 - 4.5 below).

4.1.3 If the charge of professional incompetence arises from a charge of research misconduct, this case will be dealt with, in the first instance, following the procedures outlined in the Integrity in Research Policy & Procedures. If the Committee on Research Integrity recommends that the Faculty member be dismissed, this recommendation must be referred to the Rank and Tenure Committee by the University President for a formal dismissal procedure (see 4.2.1 - 4.5 below).

4.2.1 In a case where a Faculty member is being considered for dismissal for cause, the University has the right to suspend him or her immediately from all Faculty duties, pending disposition of the case.

4.2.2 In such circumstances, however, full salary shall be paid until final disposition.

4.3.1 Dismissal for cause of a Faculty member shall be by means of a formal dismissal procedure.

4.3.2 A Faculty member may waive the right to a formal hearing, in which case the University shall have the right to make and announce its decision.

4.4.1 When there appear to be grounds for dismissal for cause, the Academic Vice-President and Provost shall be charged with the responsibility of initiating the dismissal procedure and carrying it forward to completion.

4.4.2 Notice, in writing, shall be given the Faculty member of all the charges against him or her and the Rank and Tenure Committee shall be convoked within 30 days of such notice to hear the case. At such hearing the Academic Vice-President and Provost shall be neither Chair, nor shall she or he vote.

4.4.3 The Faculty member shall have the right to be present, with or without counsel, and to present and to cross-examine witnesses. If the member intends to have counsel present,

notification must be provided to the Committee 10 days prior to the hearing. The Committee may request the services of the University counsel.

- 4.5 Within 48 hours of the conclusion of the hearing, the Committee shall send to the President, in writing, its recommendation(s) and, within 48 hours of receiving the recommendation(s) of the Rank and Tenure Committee, the President shall convey, in writing, to the Faculty member his or her decision and the reason(s) therefore.
- 5.0 The procedure governing an appeal against a decision to terminate employment is described in Article 1.7.

Article 2.1.9.1 FINANCIAL EXIGENCY

1.0 Preamble

- 1.1 This article outlines the order of events and procedures to be followed should it be necessary to consider formally that a state of financial exigency may exist at the University.
- 1.2.1 Recognizing that a declaration of financial exigency is a procedure of last resort, it is expected that the University will examine any measures that may be adopted in order to avoid such formal considerations.
- 1.2.2 In particular, the University is encouraged to:
 - a) a request that the University Budget Committee pursue the measures described in clause 4.9.2, below;
 - b) recommend to Senate that the Joint Committee on Studies be asked to determine if it deems any of the University programmes redundant as described in Article 2.1.9.2 and its various subclauses, below; and,
 - c) consider any other measures that may be adopted to avoid triggering the formal financial exigency procedures outlined below.

2.0 Definitions

- 2.1 *Financial exigency* is defined as a situation:
 - a) in which the University has had, currently has, and projects it will continue to have substantial and continuing financial losses in the University as a whole;
 - b) where such financial losses threaten the continued functioning of the University; and,
 - c) where, by generally accepted accounting methods, such financial losses are projected to continue for at least two further years.

- 2.2 *Academic programme*, for the purposes of this article, is defined as:
- a) a group of courses (i.e., a course of study) offered by the University that may lead to a diploma, certificate, or degree; or,
 - b) an academic unit which delivers such a group of courses.

3.0 **General Procedures**

- 3.1 Faculty members may be laid off only following a declaration of financial exigency or of programme redundancy according to the procedures contained in this article.
- 3.2 The University may only declare that a state of financial exigency exists and declare a dollar amount of the exigency after giving due consideration to a report of a Financial Advisory Committee established in accord with 4.3 and 4.4.2, below.

4.0 **Financial Exigency**

- 4.1 When the University considers that financial concerns are sufficiently severe that a state of financial exigency may exist, the University shall give notice thereof to the Senate and to StFXAUT.
- 4.2 As of the date of such notice, the contracts of Faculty members may be renewed, but no new academic, administrative, library, or support staff appointments may be made except those required to perform essential functions.
- 4.3 Within ten days of the provision of this notice, StFXAUT and the University shall each appoint three persons to a Financial Advisory Committee (FAC).
- 4.4.1 An independent chair (a seventh committee member) shall be selected by the six members of the FAC and, in the event that the members cannot agree on a Chair, the Chair shall be named by an impartial judge agreed upon by the FAC.
- 4.4.2 The independent Chair shall be named within ten days of the selection of the other members of the FAC.
- 4.5 The University shall co-operate with the FAC in its deliberations and shall furnish this committee with all financial and other documentation relating to financial exigency as may be necessary to establish to the satisfaction of the FAC whether a state of financial exigency exists.
- 4.6 Documentation shall be furnished upon notice provided in 4.1, above.
- 4.7 Deliberation of the FAC must begin within ten days of the appointment of its Chair.
- 4.8 The FAC shall:
- a) determine whether there is a bona fide financial exigency; and,
 - b) estimate the dollar amount of the exigency.

4.9.1 The FAC will explore all methods and formulate a plan to alleviate any financial crises.

4.9.2 Such efforts shall include, but are not restricted to:

- a) maintaining hiring freezes [see 4.2, above];
- b) exploring cost savings in other areas of the University's operation;
- c) property sales;
- d) realignments of the University's budget;
- e) improving revenues;
- f) reducing academic or library staff through enhanced voluntary early retirement [see 4.10, below, for eligibility] and voluntary transfer to half-time status (1/2 load, 1/2 pay, full pension contribution continues);
- g) voluntary reassignment within the institution [see 6, below];
- h) voluntary rotating limited term unpaid leave (one year uncompensated lay-off);
- i) non-replacement of Faculty members who leave or have left the University;
- j) reduction of administrative positions through consolidation of positions;
- k) reduction of salary or benefits;
- l) securing further government assistance;
- m) raising tuition fees; and,
- n) seeking additional funding.

4.10.1 The FAC may consider whether the lay-off of Faculty members is a reasonable type of cost saving.

4.10.2 Such consideration, however, may be done only after:

- a) other methods of cost saving have been explored; and,
- b) it has been determined that, after the implementation of these other methods, a financial exigency is still deemed to exist.

4.10.3 In the case of 4.10.2, above, the FAC will specify the dollar amount of the residual financial exigency.

4.11.1 Within sixty days of the beginning of its hearings, the FAC shall provide a final report in writing to the University, the StFXAUT, and the Senate.

4.11.2 A failure to report within that time limit shall have the effect of relieving the University of the constraint in 3.2, above.

4.12 The University shall consider the recommendations of the FAC and consider implementing the cost saving measures recommended.

4.13 The University shall give reasons in writing within ten days to the FAC and to the StFXAUT for not following any of the FAC's recommendations.

- 4.14 If the implementation of cost-saving measures agreed to by the University is projected to alleviate the financial crisis, no financial exigency is deemed to exist and no lay-off of Faculty members shall take place.
- 4.15.1 After the FAC reports, a thirty day period shall elapse before the University can make a declaration of financial exigency.
- 4.15.2 During that period, the StFXAUT shall meet and consider implications of the recommendations of the FAC.
- 4.16 The possibility shall be open to the StFXAUT, notwithstanding any provisions to the contrary in this article or any other article in this Agreement, to:
- a) renegotiate provisions of this Agreement bearing directly on salaries and benefits; or,
 - b) reach other mutually acceptable emergency methods of reducing expenditures that could avert lay-offs or decrease the number of lay-offs.
- 4.17 In the event that the University declares that a financial exigency exists, it may institute lay-offs, for savings not to exceed the dollar amount of the financial exigency which it has declared.
- 4.18 Determination of the persons to be laid off shall be made within thirty days of a declaration by the University of financial exigency.
- 4.19 For lay-off in case of financial exigency, Faculty members shall be laid off in the following order:
- a) those who are part-time;
 - b) those who hold Limited Term appointments;
 - c) those who hold Probationary Appointments; and, finally,
 - d) those with Academic Tenure.
- 4.20 Within the above categories, the order of lay-off shall be based on years of service (junior Faculty members shall be laid off first), subject to 4.21, below.
- 4.21.1 An exception to 4.19 and 4.20 may be made when the continued existence of an academic programme requires the retention of the services of a Faculty member who would otherwise have been chosen for lay-off under these clauses.
- 4.21.2 Such exceptions may be made only:
- a) when the teaching staff of the academic programme would be reduced in number by two persons or by 20% of the staff, whichever is fewer; or,
 - b) when the courses:
 - i) taught by the Faculty member are so specialized that no other Faculty member in that academic programme is academically qualified (or could become qualified with one year of

- preparation) to offer the courses taught by the Faculty member; and
- ii) the courses are deemed essential for the continued existence of the academic programme.

4.22.1 Determination of exceptions shall be made by an extraordinary academic committee composed of two members appointed by the University, two members appointed by StFXAUT, and a Chair selected by the other members.

4.22.2 The Chair may be from outside the University.

4.23 In the event that financial exigency does not exist pursuant to 4.14, above, no notice under 3.2, above, shall be given for a period of twelve months from the date of its original notice.

4.24 For each Faculty member serving or contracted to serve in a part-time or Limited Term basis who is selected for lay-off, the University shall provide one of the following:

- a) six months written notice of the proposed date of lay-off; or,
- b) six months' salary in lieu of written notice of layoff; or,
- c) notice that the University will honour all contractual obligations to the Faculty member but that no further appointment will be offered.

4.25 For each Faculty member serving or contracted to serve in a Probationary Appointment who is selected for lay-off, the University shall provide either:

- a) not less than six months written notice of lay-off, with such a notice period to end on a June 30; or,
- b) salary for the same period in lieu thereof; and
- c) one month salary for each year of service with the University to a maximum of six months' salary.

4.26.1 For each Faculty member serving or contracted to serve in a Tenured Appointment (a) who is selected for lay-off and (b) for whom the sum of age to closest birth date plus years of service is less than 72 at the time the lay-off would normally take effect, and, (c) who is ten years or more from retirement, the University shall provide:

- a) not less than twelve months written notice of lay-off, with such notice to end on a June 30; or,
- b) salary for the same period in lieu of written notice of lay-off; or,
- c) an equivalent combination of salary and notice; and
- d) one month salary for each year of service with the University, to a maximum of twenty-four (24) months' salary, payable in installments as directed by the Faculty member.

4.26.2 For each Faculty member serving or contracted to serve in a Tenured Appointment who

- a) is selected for lay-off, and
- b) for whom the sum of age to closest birth date plus years of service is from 72 to 79 inclusive at the time the lay-off would normally take effect, and

- c) who is ten years or more from retirement, the University shall provide:
 - i) not less than twelve months written notice of lay-off, with such a notice to end on a June 30; or,
 - ii) salary for the same period in lieu of written notice of lay-off; or,
 - iii) an equivalent combination of salary and notice; and
 - iv) one month salary for each year of service with the University, plus one half-year as served added to this computation for each step from 72 to 79 inclusive, as described above, to a maximum of twenty eight months salary, payable in installments as directed by the Faculty member.

4.26.3 For each Faculty member serving or contracted to serve in a Tenured Appointment who

- a) is selected for lay-off,
- b) and for whom the sum of age to closest birth date plus years of service is less than 80 at the time the lay-off would normally take effect, and
- c) who is less than ten years from retirement, the lesser of the benefits provided in 4.26.1, 4.26.2, or 4.26.4 shall apply.

4.26.4 For each Member serving or contracted to serve in a Tenured Appointment who

- a) is selected for lay-off and
- b) whose age to closest birth date plus years of service are 80 or more at the time the lay-off would normally take effect, the University shall provide each of the following:
 - i) not less than twelve (12) months written notice of lay-off, with such a notice period to end on a June 30 or salary for the same period in lieu thereof, or an equivalent combination of salary and notice;

- an enhanced early retirement allowance, calculated from the date of the commencement of early retirement until the date of the individual's normal retirement, consisting of an annual allowance of 35% of the normal scale salary the individual received in the final year of employment plus an annual supplemental allowance of 13% of the scale salary (i.e., equivalent to the joint annual contribution to the Faculty member's pension plan) payable commencing within one year at the discretion of the retiree;
- at the election of the Faculty member, the University will provide a lump sum for RRSP purchase up to the limit allowed by Canada Customs and Revenue Agency, currently \$2000 per year of service to 1995, such sum to be deducted from the cumulative total of the allowance normally payable until the date of normal retirement and the allowance payable annually will be proportionally reduced;

- ii) the medical and dental benefit as it applies to full-time Faculty members, shall continue until normal date of retirement, with premiums paid entirely by the University;

iii) a continuation of tuition benefits during the period of the enhanced early retirement allowance; and,

iv) a financial counselling seminar for the group of Faculty members affected.

4.27 Prior to lay-off, every effort will be made to reassign Tenured Faculty members to vacant positions within the University as per 5.1-5.2, below.

4.28.1 Faculty members holding Tenured appointments who are laid off, or who voluntarily accept reduced time appointments, or who are transferred to a different position in the university [see section 6.0, below], shall have, for a period of three years from the date of change of status, a right of first refusal for any post in their former academic unit unless the University can substantiate that the post is so specialized that it cannot be filled by the candidate or by a re-arrangement of the duties of other members of the University.

4.28.2 The University shall be entitled to send any such notice to the Member's last known address by registered mail.

4.28.3 It shall be the Faculty member's obligation to inform the University of his or her current address.

4.28.4 In addition, each Faculty member who is laid off shall have a right of first refusal for any other vacant post in the University for which he or she is qualified.

4.29.1 Individuals, who are recalled pursuant to 4.28.1, above, shall have up to two months following receipt of notice to accept such recall offer and a reasonable period, not to exceed twelve months, to terminate alternative employment and take up the offered post.

4.29.2 Failure to accept recall is deemed to be a resignation.

4.30 A Tenured Faculty member who accepts a limited term appointment on recall shall return to lay off status at the end of the limited term unless a further appointment is given pursuant to the terms of this agreement.

4.31.1. Each Tenured Faculty member who is recalled to a position which is not within his or her original discipline retains a full right of first refusal for any opening in his or her original discipline.

4.31.2. The time limits in clause 4.29.1 shall apply.

5.0 **Reassignment**

5.1. Reassignment may be offered to and voluntarily elected by Faculty members as a cost saving measure or may be offered for reasons of financial exigency.

- 5.2.1 Faculty members to be laid off for reasons of financial exigency shall be eligible for:
- a) transfer to any vacant position within the University for which the Faculty member is academically qualified or could become qualified with two years of retraining;
 - b) transfer to an administrative position for which the Member could become qualified; and,
 - c) any other employment alternative with mutual consent of the parties.
- 5.2.2 The expense of retraining shall be borne by the University.
- 5.3 In the event that reassignment of a Faculty member takes place, that individual's type of appointment, rank, seniority, and compensation shall remain unchanged.
- 5.4 If a Member is offered reassignment under financial exigency clauses and he or she declines, the Member shall be deemed to have resigned effective on June 30 following the proposed date of reassignment.
- 5.5 If no reassignment is offered under financial exigency, the Faculty member shall be laid off, in which case 4.24—4.26.4, above, shall apply.

Article 2.1.9.2 PROGRAMME REDUNDANCY

1.0 Preamble

- 1.1 This article outlines the order of events and procedures to be followed should it be necessary to consider formally that a programme be declared redundant.

2.0 Definitions

- 2.1 *Programme redundancy* is defined as a situation where, in the opinion of the Senate, an academic programme:
- a) does not meet acceptable minimum academic standards; or,
 - b) has not had, does not currently have, and is not projected to have within the next two years an enrolment substantial enough to justify maintaining the programme.
- 2.2 *Academic programme*, for the purposes of this article, is defined as:
- a) a group of courses (i.e., a course of study) offered by the University that may lead to a diploma, certificate, or degree; or,
 - b) an academic unit which delivers such a group of courses.

3.0 **General Procedures**

3.1 Faculty members may be laid off only following a declaration of programme redundancy according to the procedures contained in this article.

4.0 **Programme Redundancy**

4.1 No Faculty member shall be terminated, dismissed, or otherwise penalized with respect to terms and conditions of employment or to rights or privileges relating to employment for reasons of programme redundancy except in accordance with this article.

4.2 Faculty members may be laid off only if a programme redundancy has been declared by the University according to the procedures contained in this article.

4.3 Programme redundancy is defined and described in 2.0, above, and 4.5—4.6, below.

4.4 The University may not declare a programme redundancy or eliminate an academic programme without the recommendation of Senate.

4.5 The Joint Committee on Studies will examine whether or not a given programme is redundant only:

- a) when asked to do so by written request of the Senate following a resolution supported by a majority of members of the Senate; or,
- b) by written request of the Academic Vice-President and Provost who shall notify the Senate and University Faculty of this request at the same time.

4.6 The Joint Committee on Studies shall report within forty working days and shall answer the following questions.

- a) Does the academic programme in question meet an acceptable minimum academic standard as indicated by an external academic review conducted within the last three years and submitted to the Committee on Academic Reviews?
- b) Does the academic programme meet minimum standards for cost--effectiveness?
- c) Does the academic programme meet minimum standards for relevance?
- d) Does the academic programme attract a minimum acceptable enrolment?

4.7 If the answer to any of these questions is negative, the report must ascertain whether, within the resources being made available to the programme, the answer will be positive within two years.

4.8 In the event that the answer is not projected to be positive within two years, the Joint Committee on Studies is deemed to have made a finding of programme redundancy.

4.9 The report is forwarded to the Senate for consideration.

- 4.10.1 The Senate, on receipt of the report of the Joint Committee on Studies, shall give the and the Dean thirty working days to comment on the findings.
- 4.10.2 The Senate shall also provide all other interested persons or groups with an opportunity to make submissions prior to formulating its recommendation to the University.
- 4.10.3 The University shall not eliminate an academic programme without the recommendation of the Senate.
- 4.10.4 The Senate shall give due consideration to the report of the Joint Committee on Studies, the views of the Dean, and the views of other interested persons.
- 4.10.5 If the Senate then declares that a programme redundancy exists, the University, after consultation with the StFXAUT, will make all reasonable efforts to reassign Faculty members in the affected programme or programmes to vacant faculty positions in other programmes, or to vacant administrative positions, if such vacant positions lie within the expertise of those Faculty members.

5.0 **Reassignment**

- 5.1. Reassignment may be offered to and voluntarily elected by Faculty members as a cost saving measure or may be offered for reasons of programme redundancy.
- 5.2 Faculty members to be laid off for reasons of programme redundancy shall be eligible for:
- a) transfer to any vacant position within the University for which the Faculty member is academically qualified or could become qualified with two years of retraining;
 - b) transfer to an administrative position for which the Member could become qualified; and,
 - c) any other employment alternative with mutual consent of the parties.
- 5.3 The expense of retraining shall be borne by the University.
- 5.4 In the event that reassignment of a Faculty member takes place, that individual's type of appointment, rank, seniority, and compensation shall remain unchanged.
- 5.5 If a Member is offered reassignment under programme redundancy and he or she declines, the Member shall be deemed to have resigned effective on June 30 following the proposed date of reassignment.
- 5.6 If no reassignment is offered under program redundancy, the Faculty Member shall be laid off, in which case **Article 2.1.9.1:4.24 to 2.1.9.1:4.26.4** shall apply.

Article 2.1.10 TEACHING ASSIGNMENT

1.0 Standard Teaching Assignment

- 1.1 The standard teaching assignment for all full time tenured, and tenure-track-faculty is defined as fifteen (15) credit hours in the academic year. The standard teaching assignment for limited term faculty is defined as eighteen (18) credit hours. These credit hours may further be described to include contact hours in classes, labs, clinic, studio and required tutorials. Each hour a class meets per week of term is defined as one contact hour. Each hour of a studio, clinical or laboratory, which is supplementary to the classroom activity, shall be considered to be equivalent to one-half hour of classroom activity. Each hour of scheduled tutorial or problem session shall be considered equivalent to one-third hour of classroom activity. Faculty must be present and teaching for the period for which they are claiming teaching credit. When an Instructor is assigned to a contact period, the professor shall claim no teaching credit for that course, unless the professor is present and teaching.
- 1.2 No Faculty member shall be obliged to teach more than the standard teaching assignment for his or her appointment. Any Faculty member may voluntarily apply to the appropriate Dean to undertake teaching in excess of standard teaching assignment and shall be compensated in accordance with the rate for teaching courses as overload.
- 1.3.1 In the Faculty of Education, a practicum responsibility for fourteen (14) students over an academic year shall be considered equivalent to six (6) credit hours for faculty members and Education Practicum Supervisors.
- 1.3.2 In the School of Nursing, clinical responsibility should normally range between six (6) and nine (9) students per clinical group, taking into account the greater intensity of supervision for newer students as well as students with higher learning needs. Assignment of clinical student ratio will be done in consultation with the faculty member, year coordinator, and the Chair.
- 1.3.3 An enrolment of six (6) students for one academic term in individual instruction of applied music courses requiring one hour per week of individual instruction is equivalent to a three-credit course assignment; for an enrolment of fewer students or for individual instruction of less than one hour, the fulfillment of teaching expectation is adjusted proportionally. Instruction of ensembles in the Music Department shall be credited at 0.5 times 1 credit hour of each hour of weekly ensemble.
- 1.4 The supervision of advanced students is a responsibility of every Department. It is the responsibility of the Chair in consultation with the Department to allocate this supervision in a fair and equitable manner.
- 1.5 Professors' responsibilities extend beyond the classroom. Professors shall be available in their offices for consultation with students for at least two hours per week for each three hour credit course to a required maximum of six hours per week at stated times between 8:15 am and 5:15 pm Monday through Friday . These hours shall be spread over a

minimum of three work days. In addition, professors shall contribute to the administrative work of the Department and of the University.

2.0 Variation in Standard Teaching Assignment

- 2.1 Upon voluntary application by a Faculty member, the Dean may, after consultation with the Department Chair, authorize a variation in the number of courses taught in a particular period in order that the standard teaching assignment may be realized over a longer period.

3.0 Teaching Assignment Reductions for Scholarly Endeavors

- 3.1 Canada Research Chairs and Faculty occupying other externally funded research Chairs shall have a teaching assignment of seven and one-half (7.5) credit hours each year. This can also be attained with nine credit hours one year and six the subsequent year. In the event of a clawback of a CRC position through no fault of the affected member, the member if deemed potentially renewable may retain the above reduced teaching assignment for a period of up to three years.
- 3.2 Faculty may be issued a contract to teach overload only when requested by the Department Chair and approved by the Dean. This does not apply to teaching in spring and summer sessions for Continuing and Distance Education.

4.0 Continuing and Distance Education Courses

- 4.1 When a course in Continuing and Distance Education is being planned, but in any case before a person to teach the course is hired, the University shall notify Department Chairs annually that such a course is contemplated. Department Chairs shall then forward this information to the members of their Departments.

Article 2.1.11 RESIGNATION

- 1.0 Faculty Members wishing to resign from their employment shall give written notice to the appropriate Dean, with copies to their Chair and the Academic Vice-President & Provost.
- 2.0 Faculty shall make every reasonable attempt to provide the university with at least six (6) months notice of resignation.
- 3.0 No Faculty member shall resign effective after September 1 or before May 31 in any academic year without a bona fide reason.
- 4.0 Faculty resigning from a tenure-track or permanent appointment before the expiry of two (2) years shall repay the University, on a pro rata basis, any associated relocation costs

reimbursed to them or paid on their behalf by the University under Article **2.1.1.1** Relocation Expenses for New Appointees.

- 4.1 Monies owing to a Faculty member may be withheld until any amounts owing to the University are settled.
- 5.0 No Faculty member shall resign with an effective date after his/her full-time employment with another employer commences.
- 6.0 Employment may be terminated by mutual written agreement at any time.

Article 2.2 EVALUATION

Article 2.2.1 EVALUATION CRITERIA

- 1.0 In recognizing and assessing professional competence, the following factors shall be taken into account:
 - a) Teaching Ability;
 - b) Ability in Research and Creative Work;
 - c) Contribution to the University Community;
 - d) Contribution to the Wider Community; and,
 - e) Additional Criteria as Applied to the Award of Tenure.

2.0 Teaching Ability

- 2.1 Teaching, at all levels, is the primary activity of a University. It is not confined to a commitment to formal instruction, but includes every way in which a teacher has influence upon students -- by lecturing, by inspiring, by encouraging, and by guiding and directing. Also, it may involve day-to-day participation in the intellectual, social, and recreational environment of the campus.
- 2.2 Effectiveness in teaching is demonstrated in lectures, seminars, laboratories and tutorials as well as in more informal teaching situations. It is recognized, however, that scholarship must be manifested in the teaching function and that a dogmatic attempt to separate “scholarship” and “teaching” is somewhat artificial.
- 2.3 Three major elements should be considered in assessing teaching effectiveness:
 - a) the degree to which the Faculty member is able to stimulate and challenge the intellectual capacity of students;
 - b) the degree to which the Faculty member is able to communicate well; and,
 - c) the degree to which the Faculty member has a mastery of his or her subject area.

2.4 Quality of teaching may also be judged from the academic reputation enjoyed by a Faculty member with his or her students, and with colleagues at the University and at other institutions.

3.0 **Ability in Research and Creative Work.**

3.1 The main criterion for the assessment of ability in research and creative work will be evidence of active ongoing engagement in the advancement of knowledge.

3.2 Such ongoing engagement may be measured by the quality of published work and by achievement in the competitions of national granting agencies.

3.3 Distinguished performance in the arts or in literature falls within this category, as does distinguished intellectual work in one's professional field.

3.4.1 External Referees are to be used in the following circumstances:

- a) External referees shall not be used for promotion to Assistant Professor.
- b) External referees shall be used only when there is reasonable doubt concerning the candidate's case for promotion to Associate Professor. They may be requested by either the Faculty Member, or by the Rank & Tenure Committee through simple majority vote.
- c) Candidates for promotion to the rank of Full Professor shall supply the names of a minimum of three possible external referees with his or her application. External referees must not be former supervisors, students or research collaborators of the candidate. The decision to seek external evaluation of a candidate for Full Professor shall be taken in cases where the Committee sees the need and where such action is agreed to through the simple majority vote of the Rank and Tenure Committee.

Further, a candidate for Full Professor may request that an external evaluation be sought.

3.4.2 When an external evaluation is requested or required, the Chair of the Rank and Tenure Committee will select two external evaluators from the list provided after consultation with the candidate, the Chair of the candidate's Department and the candidate's Dean.

4.0 **Contribution to the University Community.**

4.1 Meritorious activity in this area may be assessed by a Faculty member's degree of constructive and imaginative participation in the academic affairs of the University and in programmes supporting the academic community.

5.0 **Contribution to the Wider Community.**

5.1 Scholarly or professional contribution may also be taken into account.

- 5.2 Meritorious activity in this area would, for example, include: service, requiring professional expertise, on Royal Commissions; executive appointments to national, regional, or provincial bodies; and, consultative work bringing distinction to the University.
- 5.3 This criterion will be given greater relative weight for Faculty members who are frequently called upon, because of their professional expertise, to serve the wider community as experts or consultants, especially when this activity is considered by the Rank and Tenure Committee to be a service beneficial to the University.
 - 5.3.1 Because serving on Faculty committees and advising student organizations are normal requirements of one's academic duties in a university, such service, in itself, shall not merit special consideration, nor does non-professional service to one's community or church necessarily enhance one's professional competence or status.
 - 5.3.2 Nonetheless, those charged with the responsibility of evaluation may reward exceptional service in these areas by taking it into account as a secondary criterion.
- 6.0 **Additional Criteria as Applied to the Award of Tenure.**
- 6.1 Tenure will be granted only if a Faculty member has demonstrated:
 - a) clear promise of future intellectual and professional development;
 - b) excellence in teaching or scholarly activity (including equivalent creative or professional work), and clearly established competence in the other;
 - c) reasonable service to the University.

A Faculty member's service to his or her academic/professional community or exceptional service to his or her community may be considered.

Article 2.2.2 AGENTS OF EVALUATION

Article 2.2.2.1 DEPARTMENTAL EVALUATION COMMITTEES

- 1.0 In each Department, a Standing Committee of three members shall constitute a Departmental Evaluation Committee.
- 2.1 The Chair shall be a member of the Departmental Evaluation Committee ex officio; the other two members shall be elected annually by the members of the Department.
- 2.2 Normally the elected members shall be members of that Department; in the case of Departments having fewer than six full time Faculty members or if unable to constitute a committee due to 3.0 – 3.1 below, one of the elected members may be from another Department.

3.0 Other than in the case of the Departmental Chair, any member being considered by the Rank and Tenure committee may not serve on the Departmental Evaluation Committee for tenure and promotion cases in that year. When a Chair or any other member of the Standing Committee is to be evaluated by the Departmental Evaluation Committee, the Department shall elect an alternate member to the Committee to consider the applications of those individuals.

3.1 Any member of the Departmental Evaluation Committee who has collaborated within the past five years with a member under consideration must disclose the nature of such collaboration to the committee.

In addition, a member of the Departmental Evaluation Committee shall withdraw from that Committee and the Department shall elect an alternate member to the Committee to consider the applications when there is a conflict of interest.

4.1 The Chair shall normally act as Chair of the Departmental Evaluation Committee.

4.2 When a Chair is to be evaluated by the Departmental Evaluation Committee, the members of the Committee [see 3, above] shall elect from among their own members a Chair for the consideration of this case.

5.1 It is the responsibility of the Departmental Evaluation Committee to provide such periodic evaluations of a Faculty member as may be requested:

- a) by that individual;
- b) by the Rank and Tenure Committee to review an application for tenure or promotion; and,
- c) by the Dean for required review [see **2.2.3.1: 2**] or renewal of a probationary contract.

5.2 It is the responsibility of the Departmental Evaluation Committee to follow the criteria of evaluation as specified in **2.2.1** of this Agreement.

5.3 It is the responsibility of the Departmental Evaluation Committee to collect the information and to follow such methods of collection of information as have been developed by the Department and the Dean.

5.4 It is the responsibility of the Departmental Evaluation Committee to provide the Rank and Tenure Committee with information, evaluation of such information, and recommendations with regard to the granting of tenure and of promotion.

5.5 It is the responsibility of the Departmental Evaluation Committee to provide the Dean and the Academic Vice-President and Provost with information, evaluation of such information, and recommendation with regard to the renewal of a Probationary Contract.

6. In assessing a Faculty Member's performance the Departmental Evaluation Committee shall include in the file:
 - a) a statement of the scope of the assessment and the sources of information used;
 - b) a summary of the information gathered; and
 - c) an analysis of the information gathered and the results of the assessment. The results must be evidentiary in basis, including references, details on nature of publication, nature of collaborations including level of contribution, level of peer review for conference presentations, quantity and quality of service work etc.
 - d) in the case of members applying for promotion to Full Professor, names of three potential external referees.

The committee is asked to refrain from language in this evaluation that is offensive or degrading to the candidates.

- 6.0 The Dean, on the basis of a request from the Departmental Evaluation Committee, may provide information to that Committee concerning a Faculty member's performance that might not otherwise be available to the Departmental Evaluation Committee.

Article 2.2.2.1.1 METHODS OF EVALUATION OF TEACHING

- 1.0 Each Department should develop a programme [see 5.1 and 5.2, below] appropriate to the Department, for the evaluation of the teaching effectiveness of Faculty members in the Department.
- 2.0 For those Departments that are small or closely related, such programmes may be developed jointly with other appropriate Departments.
- 3.0 Disciplines differ. Consequently, the appropriateness of methods of evaluating teaching effectiveness will vary. It is desirable, nonetheless, that any programme for the evaluation of Faculty members which a Department may develop be comparable with those of other Departments.
- 4.0 To encourage consistency across Departments, programmes for the evaluation of the teaching effectiveness of Faculty members shall be developed in co-operation with the Deans and the Academic Vice-President and Provost.
- 5.1 In evaluating the teaching effectiveness of a Faculty member, Departmental Evaluation Committees shall normally consider the following:
 - a) course content, as set out in syllabuses for courses and laboratories;
 - b) instruments devised for evaluating student performance, such as examinations and assignments;
 - c) examples of graded written work;

- d) grading patterns;
- e) availability to students for consultation;
- f) supervision of honours and major students, and;
- g) student attitudes to the performance of instructors as reflected in course evaluation questionnaires and in enrolment patterns.

5.2 In evaluating the teaching effectiveness of a Faculty member, Departmental Evaluation Committees shall normally use the following methods:

- a) classroom visitations;
- b) where appropriate, interviewing advanced students, past and current; and,
- c) where applicable, seeking advice from colleagues within the University and beyond.

5.3 The Departmental Evaluation Committee's report on teaching effectiveness of the Faculty member shall follow the guidelines outlined in Agents of Evaluation [2.2.2.1.5.6]

Article 2.2.2.2 RANK AND TENURE COMMITTEE

1.0 The Rank and Tenure Committee is a Standing Committee of the University Faculty charged with the responsibility of making recommendations to the President on:

- a) the advancement in rank of Faculty members;
- b) the advancement of Faculty members from Probationary to Tenured Appointments;
- c) the termination of employment of Faculty members, whether holding Probationary or Tenured Appointments; and,⁵
- d) initial appointments of individuals to the University Faculty at the rank of Associate Professor or above [see: 2.1.1: 6.2, 6.3, and, 6.4].

2.1 The membership of the Rank and Tenure Committee shall consist of the Academic Vice-President and Provost, the Dean of Arts, the Dean of Science, the Dean of Education, the Dean of Business and six full-time tenured teaching members of Faculty elected by the University Faculty for three-year terms. While all Deans sit on the committee only two shall vote on each case. On Science cases, the Dean of Science and the Dean of Arts shall vote; on Arts cases, the Dean of Arts and the Dean of Science shall vote; on Business cases, the Dean of Business and the Dean of Arts shall vote; on Education cases, the Dean of Education and the Dean of Arts shall vote.

2.2 At least two elected members shall be from each of the ranks of Professor and Associate Professor.

⁵ In this section the phrase "termination of employment" means termination for cause [see: 2.1.9:4.1] of a Tenured faculty member or a Probationary Faculty member before the expiry of the current term of contract.

- 2.3 A minimum of at least one elected representative shall be from the Faculty of Science, one from Faculty of Arts and one from either the Faculty of Education or Faculty of Business.
- 2.4 Elected members may not sit on the Committee for more than two consecutive terms.
- 3.1 The Academic Vice-President and Provost shall act as Chair of the Rank and Tenure Committee [except for **2.1.9: 4.4.2**].
- a) In the absence of the Academic Vice-President and Provost, the Dean of Arts shall preside.
 - b) In the absence both of the Academic Vice-President and Provost and the Dean of Arts, the Dean of Science shall preside.
- 3.2 A member of the Rank and Tenure Committee shall withdraw from the deliberations of that Committee when she or he is sitting, or has sat, on a second committee (for example, a Departmental Evaluation Committee or a Panel for Sexual Harassment) which has submitted a report, pertaining to the applicant under consideration, to this Rank and Tenure Committee.
- 3.3.1 A member of the Rank and Tenure Committee shall resign from the Committee at the beginning of the academic year, or as soon thereafter as practical, when her or his case is to be considered.
- 3.3.2 A replacement shall be elected for the balance of the member's term.
- 4.0 A quorum of the Rank and Tenure Committee shall consist of five members, of whom four must be elected members.
- 5.0 The Academic Vice-President and Provost, or his or her designate, shall prepare all appropriate documentation for the Committee and shall be responsible for calling meetings as required.
6. The Rank and Tenure Committee shall have access to all material, except that relating to salary, in the Personal Dossier of any individual whose case it is considering [**see: 2.1.4: 8.1**].
7. The committee may request additional materials at any time during the proceedings.
- 8.0 An individual whose case is being considered by the Rank and Tenure Committee has the right to appear before the committee to state his or her case succinctly and to respond to such questions as members of the Committee may wish to ask.
- 9.1 The Rank and Tenure Committee meetings which lead to recommendations to the President normally begin with a review of the Committee procedures, with particular reference to the permanent confidentiality of the discussions.

- 9.2 Tenure and promotion cases are dealt with at separate meetings, and both separate the review and extensive discussion of the candidates' phase from the phase of the process that results in the recommendation to the President; i.e., there are at least four distinct meetings of the Committee with two for tenure and two for promotion, with a third pair of meetings often added to deal separately with candidates for promotion to Full Professor.
- 9.3 The motions with respect to recommendations to the President are generally made by the Dean of the candidate's Faculty.

Article 2.2.3.1 EVALUATION OF FACULTY MEMBERS HOLDING PROBATIONARY APPOINTMENTS⁶

- 1.0 The performance of a Faculty member holding a Probationary Appointment shall be reviewed each year (in the manner specified below), with the exceptions of the first year of the initial appointment and the year in which he or she will normally be considered for grant of tenure [see 2.1.3].
- 2.0 In each year that the performance of a Faculty member holding a Probationary Appointment is to be reviewed, the Dean shall request the Evaluation Committee of the Department to which the Faculty member belongs to submit an evaluation of the individual [see 2.2.2.1].
- 3.0 The Dean shall make such a request to the Departmental Evaluation Committee by October 15.
- 4.0 It is the responsibility of a Faculty member who will be considered for renewal of a Probationary Appointment to ensure his or her Personal Dossier is complete by November 1 and to provide such information concerning teaching and research activity as may be requested by the Departmental Evaluation Committee. No additional information may be added to the dossier after this date.
- 5.0 By November 15, the Departmental Evaluation Committee shall submit its written evaluative report to:
- a) the Dean; and,
 - b) the Faculty member being evaluated.
- 6.0 Once a decision is made concerning the renewal or non-renewal of a Probationary Appointment [see 2.1.7], the Dean, after consultation with the Chair, shall meet with the Faculty member to discuss his or her performance.

⁶ In the case of cross-appointments, the provisions of 2.2.3.1, 2.2.3.2, and 2.2.3.3 shall be understood to apply to all departments and/or programmes concerned.

- 7.0 The meeting shall occur by January 31.
- 8.0 The meeting shall be followed, by February 28, by a letter from the Dean to the Faculty member, with a copy to the Chair, summarizing the points raised.
- 9.0 The verbal and written reviews of a Dean of the performance of a Faculty member holding a probationary appointment may not be construed as a guarantee of future decisions.

Article 2.2.3.2 EVALUATION OF FACULTY MEMBERS SEEKING TENURE

[see 2.1.3 and 2.1.6].

- 1.0 A Faculty member who has applied for tenure, or who is eligible for tenure by reason of the criteria in **2.1.3**, shall be evaluated by the appropriate Departmental Evaluation Committee and by the Chair no later than the fifth November of his/her employment in a probationary appointment.
- 2.0 In the case of each Faculty member being considered for tenure in a given academic year, the Academic Vice-President and Provost, as Chair of the Rank and Tenure Committee, shall request by November 7 that the appropriate Departmental Evaluation Committee and the Chair provide such evaluations.
- 3.1 By November 21, the Departmental Evaluation Committee and the Chair shall each submit their written evaluative report to:
 - a) the Chair of the Rank and Tenure Committee; and,
 - b) the Faculty member being evaluated.
- 3.2 In addition, by November 21 the Chair shall send copies of his or her written report to the other members of the Departmental Evaluation Committee and deliver the dossier to the Academic Vice-President's office.
- 4.0 It is the responsibility of a Faculty member who will be considered for grant of tenure in an academic year to ensure his or her Personal Dossier is complete by November 1 and to provide such information concerning teaching and research activity as may be requested by the Rank and Tenure Committee or by the Departmental Evaluation Committee. No additional information may be added to the dossier after November 1st.
- 5.0 It is similarly the responsibility of a Faculty member who will be considered for grant of tenure in an academic year to provide the Rank and Tenure Committee and the Departmental Evaluation Committee with sufficient information to demonstrate that the other criteria of evaluation [see **2.2.1**] have been satisfied at an acceptable level.
- 6.0 The Rank and Tenure Committee shall make its recommendation regarding the grant of tenure to the President.

- 7.1.1 The President shall normally communicate his or her decision regarding grant of tenure to the applicant by December 15.
- 7.2 Simultaneously the President shall send notification to the Office of the Academic Vice-President and Provost.

**Article 2.2.3.3 EVALUATION OF FACULTY MEMBERS SEEKING
ADVANCEMENT IN RANK [see 2.1.2 and 2.1.5]**

1. A Faculty member who has applied for advancement in rank shall be evaluated by the appropriate Departmental Evaluation Committee and by the Chair.
2. The Academic Vice-President and Provost, as Chair of the Rank and Tenure Committee, shall request by November 7 that the appropriate Departmental Evaluation Committee and Chair provide such evaluations.
 - 3.1 By November 21, the Departmental Evaluation Committee and the Chair shall each submit their written evaluative report to:
 - a) the Chair of the Rank and Tenure Committee; and,
 - b) the Faculty member being evaluated.
 - 3.2 In addition, by November 21 the Chair shall send copies of his or her written report to the other members of the Departmental Evaluation Committee and deliver the dossier to the Academic Vice-President's office.
4. It is the responsibility of a Faculty member who will be considered for advancement in rank to ensure his or her Personal Dossier is complete by November 1 and to provide such information concerning teaching and research activity as may be requested by the Rank and Tenure Committee or the Departmental Evaluation Committee. The Chair shall ensure that no further information can be added to the dossier after November 1st.
5. The file of a faculty member being considered for promotion to Full Professor shall contain at least three names of possible external referees.
6. It is similarly the responsibility of a Faculty member who will be considered for advancement in rank in an academic year to provide the Rank and Tenure Committee and the Departmental Evaluation Committee with sufficient information to demonstrate that the other criteria of evaluation [see **2.2.1**] have been satisfied at an acceptable level.
7. The Rank and Tenure Committee shall make its recommendations regarding advancement in rank to the President.
 - 7.1 The President shall normally communicate his or her decision regarding advancement in rank to the applicant by January 31.

- 7.2 Simultaneously, the President shall send notification to the Office of the Academic Vice-President and Provost.

Article 2.2.4 STUDENT COURSE EVALUATIONS

- 1.1 A properly constructed questionnaire for student evaluation of academic courses is only one source of information regarding student opinion and degree of satisfaction.
- 1.2 The form and content of such a questionnaire shall be approved by Senate.
- 1.3 A system for the administration and use of such a Senate approved questionnaire shall be developed.
- 1.4 No other questionnaire may be introduced or used without the approval of the University and the StFXAUT.
- 1.5 A questionnaire that has not received the approval of the University and the StFXAUT may not be used as a formal evaluative tool of teaching performance.
- 2.0 Information derived from the student course evaluation questionnaires - subject to 3, 4, and 5 below - may be used by authorised persons or committees in relation to annual reports and in the formal evaluation of a Faculty member's teaching performance.
- 3.0 **Modifications to the Student Questionnaire**
- 3.1 Senate may, from time to time, modify the student questionnaire subject to the following provisions.
- a) StFXAUT shall be consulted at least 3 months before the proposed changes are submitted to the Senate for approval; the written response of StFXAUT, if any, shall be made available to members of the Senate prior to their deliberations in this regard.
 - b) Data and analysis obtained pursuant to changes approved by the Senate on an experimental basis shall not be used by the University for any career recommendation or decision or in any evaluation of teaching performance under this agreement; such data and analysis shall be available only to the Faculty member concerned, and to the Senate, its committees, or its duly appointed agents.
 - c) Data and analysis obtained pursuant to changes approved by the Senate on a permanent basis shall not be used by the University for career recommendations or decisions or in any evaluation of teaching performance without prior consent of StFXAUT, it being understood that the situation prevailing before the Senate approval of changes shall continue to apply until the granting of such consent.
- 4.0 Administration of, and Distribution of Information from, Student Questionnaires

- 4.1 The student evaluation questionnaire shall normally be administered in all courses.
- 4.1.1 If there are fewer than 10 students in a course or if the course instructor is teaching the course for the first time, the Faculty member shall determine both whether the questionnaire will be administered in that course and how any raw data and the summary results will be distributed.
- 4.2 The raw data on any written comments [see the clause on Qualitative Comments, below] will be returned to the individual Faculty member.
- 4.3 After the end of the academic year, a summary report of the results of the course evaluations will be given to the Faculty member, the Chair, the Dean, and the Academic Vice President and Provost [but see 4.1.1, above].
- 4.4 The report referred to in 4.3 above shall include:
- a) the response rate for each question in each course, it being understood that response reports may not reflect the opinion of all students registered in the course; and,
 - b) the percentages of responses to each response category for each question.
- 4.5.1 Under the direction of the Office of the Academic Vice President and Provost, all information derived from the questionnaire shall be summarised annually.
- 4.5.2 The summary shall be based on all courses offered during the previous three academic years for which information is available.
- 4.5.3 Such a summary shall provide a breakdown of results by Faculty, by Department, and by level or type of course.
- 4.5.4 The summary shall further include:
- a) the response rate for each question, it being understood that response reports may not reflect the opinion of all students registered in the courses; and,
 - b) the arithmetic mean of the percentages of responses to each response category for each question in the questionnaire.
- 4.5.5 All such summaries shall be available to all persons or committees asked to assess teaching performance.
- 4.5.6 In addition, relevant Departmental and Faculty summaries shall be made available annually to all members of Faculty.
- 5.0 **Qualitative Comments**
- 5.1 Qualitative comments from students gathered during the course of the student questionnaires shall be collected separately and distributed only to the individual Faculty member [see 4.2, above].

- 5.2 Students must be made aware in advance of completing the questionnaire that such qualitative comments shall be distributed only to individual Faculty members.
- 5.3 It is understood that such qualitative comments shall neither be available to nor considered by any person or committee assessing a Faculty member's teaching performance unless such information has been submitted by the Faculty member him or herself.
- 6.0 **Use and Interpretation**
- 6.1 Information from student questionnaires represents only the views of the students responding to the questionnaire and does not, in and of itself, constitute an evaluation of teaching performance.
- 6.2 A Faculty member may submit to the appropriate academic administrators his or her written comments regarding information from student questionnaires for courses he or she has taught.
- 6.3 Any person or committee reviewing teaching performance of a Faculty member shall consider these written comments provided by the Faculty member when reviewing information from student questionnaires.
- 6.4 Information from individual student questionnaires shall be considered in relation to comparative data only for the individual's Faculty, summarised according to clause 4 above.
- 6.5 Information from student questionnaires must not be interpreted rigidly, it being understood that such information may only serve as an indication of the Faculty member's teaching performance when:
- a) a pattern emerges over a period of at least three years; and,
 - b) other relevant information does not contradict that pattern.
- 6.6.1 In interpreting the results of student questionnaires, in particular in comparing results within a Department or Faculty, proper consideration must be given to relevant contextual variables.
- 6.6.2 Such contextual variables include, but are not limited to:
- a) whether the course is introductory or advanced;
 - b) whether the course is compulsory, optional, or offered as a service course;
 - c) the size of the course enrolment;
 - d) the nature of the course material;
 - e) the nature of course delivery;
 - f) whether the course is being taught as overload;
 - g) the number of years the instructor has taught the course; and
 - h) the number of new courses assigned to him or her in a particular year.

- 6.3 In cases where summary information from student questionnaires is based on a period of less than three years [see 4.5.2, above], the inherent shortcomings of such information must be recognised and taken into consideration.
- 7.0 With the exception of the use of data from student evaluation questionnaires authorised in this article, the information from student questionnaires form part of a Faculty member's Personnel File [see 2.1.4] and shall not be made public without the express written permission of the individual.

Article 2.3.1 DISCIPLINE

- 1.0 Disciplinary action shall be based on the principle of progressive discipline, shall be commensurate with the seriousness of the misconduct and its aim shall be corrective.
- 2.0 The Parties to this Agreement shall make every effort to resolve conflicts in the University community through non-adversarial processes.
- 3.0 At all stages of the disciplinary process a Member shall have the right to have a representative of the Association in attendance.
- 4.0 Types of Disciplinary Measures

Forms of disciplinary measures that may be taken by the University may include the following:

- a) written warning;
- b) written reprimand;
- c) suspension of, or removal of, privileges;
- d) suspension with pay;
- e) suspension without pay;
- f) dismissal for cause

- 5.0 Suspension is the act of the University in relieving a Member of some or all University duties without his or her consent.
- 6.0 Dismissal for cause means the termination of an appointment by the University without the consent of the Member. It does not include: non-renewal of a probationary or limited term appointment, denial of tenure, or layoffs.

In dismissal for cause the procedure outlined in Termination of Employment 2.1.9 is to be followed.

- 7.0 Where an allegation of a disciplinary nature has been made against a Member, the Academic Vice-President and Provost or designate shall:
- a) initiate an investigation into the matter;
 - b) maintain appropriate documentation;
 - c) notify the Member in writing, with a copy to the Association, that an investigation is being conducted into allegations which may lead to disciplinary action and provide the Member with the nature of the allegations;
 - d) meet with the Member and/or the Association within twenty (20) working days of the notice referred to in c) above, to review the details of the allegation(s), as they are known to that point, and to provide the Member with the opportunity to present his or her response and attempt to resolve the matter in a manner acceptable to all concerned;
 - e) provide the Member with a further seven (7) working days from the date of the meeting referred to in (d) above to present his or her response to all the evidence, to correct any misunderstandings;
 - f) meet with the Member and/or the Association to provide its decision with respect to whether discipline is warranted. The Member may propose a means to resolve the matter in a manner acceptable to all concerned.
- 8.0 If it is determined that disciplinary action is not warranted, the University shall notify the Member and the Association, in writing, within ten (10) working days of the meeting referred to in 7d), and this shall conclude the matter.
- 9.0 Letters of warning or reprimand shall be clearly identified as being disciplinary measures, and shall contain a clear statement of the reasons for taking this action.
- 10.0 If the University imposes a suspension, either with or without pay or decides to dismiss the Member, the Member and the Association shall be notified in writing with a clear statement of the reasons for taking this action.
- 11.0 The Member shall have twenty (20) days from the time of the University's decision to decide whether to grieve the decision.
- 12.0 Notwithstanding the provisions above, if there is a serious infraction and/or an immediate danger arising from an incident involving a Member, the University shall have the right to intervene immediately and suspend a Member with full pay and benefits pending an investigation. The Parties recognize that any action taken in such case does not constitute, in and of itself, disciplinary action but is for the protection of the Member and the University. As soon as possible, the Association shall be informed of the University's action.
- 13.0 No notice of disciplinary action or any other document concerning disciplinary action shall be placed in a Member's Personnel File without the Member being given an opportunity to read its contents. The Member shall be provided with a copy for his or her own records.

- 14.0 In the event that a tenured Faculty member grieves a dismissal, the University agrees to pay the Faculty member's salary and benefits until a decision is rendered or for a period of six (6) months, whichever period is shorter.
- 15.0 In reviewing a discipline case, the Arbitrator's or Arbitration Board's authority shall be limited to:
- a) confirming or not confirming the University's action in disciplining or dismissing a Member;
 - b) reinstating the Member with full compensation for any wages, benefits or other privileges lost; or
 - c) any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 16.0 Notwithstanding the initiation of the Arbitration process, the Parties may agree to a mutually acceptable resolution of the matter. This will terminate the Arbitration process and resolve the grievance.
- 17.0 All written communications from the University to the Member in matters of discipline shall be by personal service or registered mail.
- 18.0 In cases of harassment, the procedures which may lead to discipline will be in accordance with the Discrimination and Harassment Policy 2009. In the cases of allegations of misconduct in research and scholarship, the procedures which may lead to discipline will be in accordance with the Integrity in Research Policy & Procedures. Any disciplinary action arising from these procedures will be taken in accordance with clauses 7-17 above.

Article 2.4.1 SABBATICAL LEAVE

- 1.0 The University recognizes the importance of granting periodic Sabbatical Leave to tenured continuing members of Faculty.
- 2.0 Sabbatical Leaves are granted to enable individuals to further their scholarship and instructional capacity through study, writing, or other approved academic pursuits.
- 3.1 Because sabbatical leave involves a variable financial commitment, the number of such leaves granted in any one year is subject to budgetary considerations. If the number of applicants recommended for sabbatical leave by the University Council for Research exceeds the budgetary limitations, a decision on priorities between Faculties and between Departments will be made by the Academic Vice-President and Provost in consultation with the Deans.
- 3.2 In the event a Faculty Member applies for and is otherwise qualified for a sabbatical leave

but the leave is not granted because of the application of the provisions of clause 3.1, that Faculty Member's application shall receive priority consideration the following year. It is the Faculty Member's obligation to initiate a new request for a sabbatical leave when the previous request has been either deferred or refused.

- 3.3 Faculty members are encouraged to apply for external fellowships for their sabbatical leave. If such external fellowships are awarded, a reduction in the University support shall not be made.
- 3.4 In general during the leave period, a Faculty Member shall not accept paid outside employment other than that which contributes to the Faculty Member's professional development. He/she may, however, apply for and may receive permission from the appropriate Dean to undertake suitable limited paid work (teaching, research, or other).
- 4.1 The University Council for Research (UCR) shall (a) review and make recommendations on all applications for Sabbatical Leave based on the academic and scholarly information provided under Article 2.4.1:14; and (b) maintain records of Sabbatical Leave applications and reports.
- 4.2 For the purpose of deciding on Sabbatical Leave applications, the quorum of the UCR shall be five members, of whom four must be elected members.
- 4.3 In making their recommendations for Sabbatical Leave, members of the UCR shall not participate in that Committee's deliberations when they are in a potential conflict of interest.
- 5.0 To be eligible to apply for Sabbatical Leave, a Faculty member shall:
 - a) hold a tenured appointment to a Department;
 - b) hold a continuing appointment [see: Definitions];
 - c) be expected and be able to return to the University to normal teaching and research duties for at least one year following the leave
 - d) be engaged primarily in teaching and research;
 - e) have an ongoing research programme that is productive or shows promise of being productive;
 - f) not be seeking Sabbatical Leave for the purpose of study towards a graduate degree, conducting personal business, performing consulting services, or teaching full-time elsewhere;
 - g) have worked a sufficient number of terms at StFX to be eligible [see: 9.1-9.2, below]; and;
 - h) not have been on leave the year prior to the year in which the sabbatical leave is to be taken.
- 6.0 Sabbatical Leaves may be delayed on reasonable administrative grounds although not for more than two years.

- 7.1 Academic status, salary increments, and full pension and insurance benefits will be maintained while a Faculty member is on Sabbatical Leave. A Faculty member is required to vacate his or her office during sabbatical. If necessary, the University will make best efforts to provide a replacement office for a Faculty member on sabbatical.
- 7.2 The Faculty member's Sabbatical Leave salary will be paid during the leave period [see: 8.2 and 8.3, below].
- 7.3 Sabbatical Leave remuneration will be eighty-five (85) percent of the Faculty member's full salary for the period of the Leave for full-year sabbaticals and half-year Sabbaticals taken after six (6) terms of teaching and research duties. Sabbatical Leave remuneration will be one hundred (100) percent of the Faculty member's full salary for half-year Sabbaticals taken after twelve (12) terms of teaching and research duties.
- 8.1 Sabbatical Leaves may be granted for a full or a half year but Sabbatical Leaves shall not be granted for successive years.
- 8.2 A full-year Sabbatical Leave will be for the period July 1 through June 30.
- 8.3 A half-year Sabbatical Leave may be taken for the period January 1 through June 30 or for July 1 through December 31.
- 9.1 To be eligible for a full-year Sabbatical Leave, at 85%, an individual must have accumulated credit for twelve terms of teaching and research duties in a continuing appointment.
- 9.2 To be eligible for a half-year Sabbatical Leave, at 85%, an individual must have accumulated credit for six terms of teaching and research duties in a continuing appointment.
- 9.3 To be eligible for a half-year Sabbatical Leave, at 100%, an individual must have accumulated credit for twelve terms of teaching and research duties in a continuing appointment.
- 10.0 If a Faculty member has accumulated credit for more terms than are required for a Sabbatical Leave, a maximum of six of those extra terms may be used toward a future Sabbatical Leave. Any additional credit accumulated as a result of a delay of sabbatical leave for administrative reasons shall be in addition to the maximum accumulation noted above. The total number of terms which can be accumulated under this clause is 10.
- 11.0 An individual will not normally be granted Sabbatical Leave for two successive fall or winter terms.
- 12.0 In Departments where there may be multiple half-year Sabbatical Leave applications, the specific terms in which they shall be eligible to be taken will be decided at the departmental level under the direction of the Chair and in concert with all departmental

sabbatical applicants, so as to equally apportion the half-year Sabbatical Leaves over the full academic year.

- 13.0 During the period that a Faculty member is on Sabbatical Leave, he or she is expected to resign from the Board of Governors or any University Committee or body. He or she is not expected to attend meetings of the Department or Faculty, or vote on issues related to any of the above.
- 14.0 Procedure for the Application for and Granting of Sabbatical Leave.
- 14.1 Faculty members who are eligible for Sabbatical Leave and requesting a Sabbatical Leave shall make an application to the Chair of the University Council for Research, with copies to the Department Chair, and the appropriate Dean, by August 1 of the year preceding the year in which the Leave is to be undertaken. The application shall include the dates of an intended Sabbatical Leave, a current Curriculum Vitae, and a Sabbatical Leave project proposal which demonstrates to the satisfaction of the Department and the Council that the Leave will be of sufficient scholarly contribution to justify its being granted.
 - 14.2.1 The Chair shall forward, his or her recommendation with respect to the application for Sabbatical Leave to the Chair of the University Council for Research, with a copy to the appropriate Dean, by September 1. The Chair shall also provide the Dean with a plan for replacement of the sabbaticant by September 1.
 - 14.2.2 In the event that the Chair is applying for sabbatical leave the department will elect an alternate, either from the department or in the case of departments with fewer than six (6) members from a related discipline, if necessary, to make a recommendation on all applicants and to rank order the applications with an explanation and justification for the rankings.
 - 14.2.3 If there is more than one application within a Department or Programme, the Chair or alternate, when forwarding the recommendations, shall rank order the applications with an explanation and justification for the rankings.
 - 14.2.4 The Chair or alternate's recommendation or ranking shall be based on his or her assessment of the academic merit of the applications and on departmental needs, in particular relating to staffing.
- 14.3 In the instance that the Chair or alternate makes a negative recommendation, he or she shall specify in writing the primary reason for that negative recommendation.
- 14.4 The University Council for Research shall make recommendations on sabbatical applications to the appropriate Dean by October 15.
- 14.5 After consultation with the academic Deans the Academic Vice-President and Provost shall give final approval of sabbaticals by November 15.
- 14.6 In the event that an application for Sabbatical Leave is denied, the Dean shall specify in

writing the primary reason for that denial; that is, whether the leave has been denied because the applicant is ineligible, or because the proposal has insufficient academic merit, or whether the Leave has been delayed on administrative grounds (e.g., for staffing or budgetary considerations). [See 6, above].

- 15.1 A Faculty member who wishes to withdraw an approved sabbatical leave due to extenuating personal circumstances shall so indicate in writing to the Academic Vice-President and Provost with copies to the Dean and Department Chair, normally no later than three (3) months prior to the proposed commencement date for the leave. In such cases, it shall be the faculty member's responsibility to reapply for sabbatical leave in a subsequent academic year.
- 15.2 While on sabbatical leave a Faculty member shall, subject to federal regulations, be entitled to receive a portion of his or her sabbatical salary in the form of a research grant provided that he/she can demonstrate to the University Council for Research that such funds are required for the research to be carried out. The tax status of expenditures under the research grant is the sole responsibility of the Faculty member.
- 15.3 A Faculty member who becomes ill, injured, or pregnant while on sabbatical leave may suspend the sabbatical leave under the following circumstances:
 - a) the illness or injury is serious enough to interfere substantially with the work being conducted during the sabbatical;
 - b) there is a medical certificate attesting to the illness, injury, or pregnancy;
 - c) more than half the sabbatical time remains. In that case, the timing of the resumption of the suspended portion of the leave shall be determined in consultation with the Academic Vice-President and Provost, the Dean and the Department Chair.
- 16.1 Within three months of return from Sabbatical Leave a Faculty member is required to submit a Report to the Chair of the University Council for Research, with a copy to the Dean of his/her Faculty, on the scholarly activities completed during the leave.

Article 2.4.2 ADMINISTRATIVE LEAVE

- 1.0 The President may grant Administrative Leave to Faculty members immediately after, or during, their service in administrative positions.
- 2.0 The purpose of such leave shall be to enable the Faculty member to undertake an appropriate programme of activities to prepare to return to a full-time position in an academic Department or to assume new administrative responsibilities.
- 3.0 To be eligible for such leave, an individual shall normally have completed one full term in an Administrative position.

- 4.0 Faculty members eligible for such leave are those who hold tenured appointments in an academic department and hold the position of President, Academic Vice-President and Provost, or a position reporting directly to one of those two.
- 5.1 Full salary shall be granted during the period of Administrative Leave.
- 5.2 Individuals are encouraged to apply for external fellowships for their Administrative leave. If such external fellowships are awarded, a reduction in the University support shall not be made.
- 5.3 In general during the leave period, a Faculty Member shall not accept paid outside employment other than that which contributes to the Faculty Member's professional development. He/she may, however, apply for and may receive permission to undertake suitable limited paid work (teaching, research, or other).

Article 2.4.3 LEAVES OF ABSENCE

- 1.0 There are two types of Leave of Absence, those granted for academic reasons and those granted for non-academic reasons.
- 2.1 Article 2.4.3.1 describes the Academic Leave of Absence.
- 2.2 Article 2.4.3.2 describes the Non-Academic Leave of Absence.

Article 2.4.3.1 ACADEMIC LEAVE OF ABSENCE

- 1.1 A leave of absence for academic reasons may be granted to a full-time member of Faculty.
- 1.2 Academic reasons are those which would enable a Faculty member to further his or her scholarship through study, research, writing, or by means of accepting a temporary assignment away from the University that will serve to enhance his or her scholarship.
- 2.0 A Faculty member who has been granted an Academic Leave of Absence shall retain his or her rights as a member of Faculty, but such rights - with the exceptions noted in clause 4 below - are held in abeyance during the period of leave.
- 3.1 Normally, no more than two consecutive years may be taken as Academic Leave of Absence.
- 3.2 Normally, no more than two years in any seven-year period may be taken as Academic Leave of Absence.

- 4.0 The following conditions shall apply to an Academic Leave of Absence:
- a) such leave shall be without pay;
 - b) the period of such leave shall not count as time towards: grant of tenure but may count as time towards grant of promotion, and progression through the salary scale;
 - c) during the period of such leave, the University's contribution towards the Faculty member's pension shall cease;
 - d) extended medical coverage, long-term disability insurance, and other insurance benefits shall cease for the period of such leave; and,
 - e) tuition benefits for a Faculty member's dependent children or spouse shall continue for the duration of the period of such leave, providing that tuition benefits are not available from the institution or agency where the Faculty member is spending the period of leave.
- 5.1 On completion of the period of an Academic Leave of Absence, a Faculty member shall have the right to rejoin his or her Department without loss of rank.
- 5.2 Return to one's Department at a time later than the completion of the period granted for an Academic Leave of Absence shall be by way of the ordinary procedure for recruitment and appointment [see 2.1.1].
- 6.0 The following procedures shall be used with respect to the application for, and approval of, an Academic Leave of Absence:
- a) an application for such leave shall include details of the activities proposed for the leave period;
 - b) the application shall be made to the Dean, with a copy being sent at the same time to the Chair and the Academic Vice-President;
 - c) an application shall normally be made by August 1 one year prior to the academic year during which such leave would begin;
 - d) the Dean shall request that the Chair make a recommendation regarding the grant of such leave;
 - e) approval of an application for such leave shall be made by the Dean, in writing, following consultation with the Academic Vice-President and shall include a description of all conditions attached to the Leave;
 - f) such approval shall be normally be made by November 15; and,
 - g) approval of such leave shall be contingent upon the acceptability of the detailed plan of activities which the Faculty member has submitted as well as upon staffing and budgetary circumstances.
- 7.1 An Academic Leave of Absence may be granted either for a half-year or for a full-year.
- 7.2 A half-year Academic Leave of Absence may be granted either for the period January 1 through June 30 or for the period of July 1 through December 31.
- 7.3 A full-year Academic Leave of Absence shall be for the period July 1 through June 30.

- 8.0 A Faculty member on Academic Leave of Absence must inform his or her Chair and appropriate Dean by December 15 of the final year of Leave of his or her intention to return to the University for the next academic year.

Article 2.4.3.2 NON-ACADEMIC LEAVE OF ABSENCE

- 1.1 A leave of absence for non-academic reasons may be granted to a full-time member of Faculty.
- 1.2 Non-academic reasons include, for example, the wish on the part of a Faculty member to continue his or her formal education or to accept a temporary assignment away from the University that would not directly enhance the individual's scholarship.
2. A Faculty member who has been granted a Non-Academic Leave of Absence shall retain his or her rights as a member of Faculty, but such rights - with the exceptions noted in clause 4 below - are held in abeyance during the period of leave.
- 3.1 Normally, no more than two consecutive years may be taken as Non-Academic Leave of Absence except in the case of leave taken to continue formal education, when leave for three consecutive years may be granted.
- 3.2 Normally, no more than two years in any seven-year period may be taken as Non-Academic Leave of Absence.
4. The following conditions shall apply to a Non-Academic Leave of Absence:
- a) such leave shall be without pay;
 - b) Non-Academic Leaves of Absence of six (6) months or longer by a Faculty member with a probationary appointment will not be counted as time toward tenure. Leaves of six (6) months to eighteen (18) months will delay consideration of tenure by one (1) year; leaves of nineteen (19) months to thirty (30) months will delay consideration of tenure by two (2) years.
 - c) the period of leave shall not count as time towards: grant of promotion, or progression through the salary scale;
 - d) during the period of such leave, the University's contribution towards the Faculty member's pension shall cease, although a Faculty member shall have the option of purchasing pension benefits on his or her own behalf;
 - e) extended medical coverage, long-term disability insurance, and other insurance benefits shall cease for the period of such leave; and,
 - f) tuition benefits for a Faculty member's dependent children or spouse shall continue for the first year of the duration of such leave, providing that tuition benefits are not available from the institution or agency where the Faculty member is spending the period of leave.
 - g) If the University has provided financial support to a Faculty member to continue his or her formal education during a Non-Academic Leave of Absence, the Faculty

member is required to return to the University for one year for each year of financial support

- 5.1 On completion of the period of a Non-Academic Leave of Absence, a Faculty member shall have the right to rejoin his or her Department without loss of rank.
- 5.2 Return to one's Department at a time later than the completion of the period granted for a Non-Academic Leave of Absence shall be by way of the ordinary procedure for recruitment and appointment [see **2.1.2 and 2.1.3**].
- 6.0 The following procedures shall be used with respect to the application for, and the approval of, a Non-Academic Leave of Absence:
 - a) an application for such leave shall include details of activities proposed for the leave period;
 - b) the application shall be made to the Dean with copies being sent at the same time to the Chair and the Academic Vice-President;
 - c) an application shall normally be made by August 1 one year prior to the academic year during which the leave would begin;
 - d) the Dean shall request that the Chair make a recommendations regarding the grant of such leave;
 - e) the Dean shall convey his or her decision in writing following consultation with the Academic Vice-President and shall include a description of all conditions attached to the Leave;
 - f) such approval shall be normally be made by November 15; and,
 - g) approval of such leave shall be contingent upon the acceptability of the detailed plan of activities which the Faculty member has submitted as well as upon staffing and budgetary circumstances.
- 7.1 A Non-Academic Leave of Absence may be granted either for a half-year or for a full-year.
- 7.2 A half-year Non-Academic Leave of Absence may be granted either for the period January 1 through June 30 or for the period of July 1 through December 31.
- 7.3 A full-year Non-Academic Leave of Absence shall be for the period July 1 through June 30.
- 8.0 A Faculty member on Non-Academic Leave of Absence must inform his or her Chair and appropriate Dean by December 15 of the final year of the Leave of his or her intention to return to the University for the next academic year.

Article 2.4.4 SICK LEAVE

- 1.0 Sick leave is intended to provide short-term income protection for illness, injuries, disability or exposure to contagious disease that render probationary or tenured Faculty Members unable to carry out their responsibilities to the University.
- 1.1 A member who is on sick leave is entitled to receive full salary and benefits for a period of 105 calendar days. To have the sick leave benefit period renewed in full, a member who is on sick leave must return to work for one (1) complete work day if the cause of the condition is completely different and in no way related to the first cause, or for sixty (60) calendar days if the cause of the condition is the same as the first.
- 2.0 For sick leave absence of fewer than five (5) consecutive working days, or any number of absences adding up to fewer than twelve (12) working days in one (1) academic semester, no medical documentation is required. For any single absence lasting five (5) or more consecutive working days or for multiple absences totalling twelve (12) or more working days in one (1) academic semester, medical documentation may be required.
- 3.0 Members with term appointments will accumulate sick leave credits at the rate of one and one half (1.5) days per month , for any month in which the Member works a minimum of ten (10) working days.
- 4.0 A member shall inform the Chair as soon as possible of his or her illness in order that adequate alternative arrangements can be made to fulfill the Member's duties.
- 4.1 The Department Chair shall advise the Human Resources department immediately when an absence due to illness or injury lasts five (5) consecutive working days, or totals twelve (12) non-consecutive working days in one academic semester.
- 4.2 The Member shall keep the University informed of the latest medical opinion as to the likely duration of any extended or frequent illness. The Member shall provide periodic medical evidence verifying the illness and anticipated return-to-work date. A member's illness and/or injury resulting in a prolonged period of sick leave may prompt Human Resources to request application for Long Term Disability coverage. The member and the Chair will be contacted by Human Resources and provided with details of the application process.

Article 2.4.5 COMPASSIONATE LEAVE

- 1.0 It is recognized that certain emergencies may arise in a Faculty member's personal or family life that may require his or her absence from the University for a limited period of time.

- 2.0 Before departure, notice of such emergencies shall be given to the Dean of the Faculty member's Faculty, who may authorize leave for an appropriate period.
- 3.0 A Faculty member shall, in co-operation with the Department Chair, make substitute arrangements for his or her teaching and other responsibilities during his or her absence.

Article 2.5 RETIREMENT FROM THE UNIVERSITY

1.0 Early Retirement [see also: 2.5.1]

- 1.1 On the request of a full-time Faculty member, early retirement will be granted if the individual:
 - a. has reached the age of eligibility for Canada Pension before the beginning of the academic year in which early retirement would commence; and,
 - b. has completed 25 years service as a Faculty member at the University.
- 1.2 The early retirement commencement date of a Faculty member will be the anniversary of the date on which she or he took up his or her appointment.
- 1.3 A Faculty member electing early retirement will notify the Academic Vice-President and Provost to this effect by the January 31 preceding the academic year during which the early retirement will commence.
- 1.4 A Faculty member who elects early retirement is henceforth eligible for short-term contract work assignments only.
- 1.5.1 A Faculty member who elects early retirement will continue to receive the Health, Dental, and Emergency Travel Plan benefit of full-time Faculty members [see 1.16.1] until the normal date of retirement.
- 1.5.2 Tuition benefits apply to a Faculty member receiving the retirement allowance [see 1.17].
- 1.6.1 A Faculty member who has elected early retirement has the same rights as other retired members of Faculty [see 3.3, below].
- 1.6.2 For those Faculty members holding external research grants on retirement, the University will provide laboratory or office space for the duration of the grant.
- 1.6.3 When the Faculty member reaches the normal date of retirement, all benefits, rights, and privileges will be afforded as if retirement had taken place at that date.

2.0 Retirement from Long Term Disability

2.1 A Faculty member receiving Long Term Disability Benefits up to age 65 will retire on the first day of the month coincident with or next following his or her 65th birthday [see 1.16.5].

3.0 General Considerations Retirement

3.1 A Faculty member's tenure with the University ceases upon retirement.

3.2 A Faculty member must give up administrative posts upon retirement.

3.3 The University will use its best efforts to provide shared laboratory and office space, administrative support and services, e-mail account and library privileges for retired members of its Faculty for a maximum period of five years after retirement.

Article 2.5.1 RETIREMENT ALLOWANCE

1.0 A Faculty Member who has worked a minimum of 25 years and has reached Canada Pension Plan eligibility and elects retirement [see 1.14.1] will receive an allowance, referred to as the retirement allowance, from the date of the commencement of retirement until the date that the member reaches normal-retirement age.

1.1 In the first year of the payment as per clause 1.0 above the retirement allowance will be calculated as 35% of the scale salary [see Appendix A] the individual would have received if retirement had not been taken.

1.2 A Faculty member who has elected retirement as per clause 1.0 above is not eligible for step progressions through the Salary Scale.

1.3 In years subsequent to the first year of retirement as per clause 1.0 above, the retirement allowance will remain at 35% of the step on the salary scale as determined in 1.1 above.

Article 2.6 FACULTY SALARY

Article 2.6.1 RULES OF THE SALARY SCALE

1. Rules of the Salary Scale

1.1 The salary for individual Faculty members will be governed by the following rules.

- a) Normally, each Faculty member will move one step¹ up the salary scale each University year unless she or he is at the ceiling of his or her rank. In the latter case, the next year's salary will be the ceiling salary for that Faculty member's rank.

[This progression through the scale will occur during the year when the Faculty member is on Sabbatical Leave. The cases of Faculty members on Study Leave or Leave of Absence are discussed in **1.11:1.0** and **2.4.3**].

- b) A Faculty member may alter his or her progression through the salary scale by means of a successful application for a change in rank to the Rank and Tenure Committee. If the Rank and Tenure Committee recommends a change in a Faculty member's rank to the President and this change is granted, the future movement of this Faculty member through the scale will be as follows:

Salary upon promotion shall be determined by first computing the new salary in the old rank as of the effective day of promotion (September 1), then moving to the closest grid point for the new rank which exceeds the new salary.

- c) Newly hired members of Faculty will be placed on the salary scale according to their academic qualifications and previous university teaching experience [see: **2.1.2**]. Tenured, Probationary and Limited Term appointments at other Universities will normally be given credit on a one-for-one basis, up to a maximum of four years. (Limited Term appointments are those where all conditions and privileges of the appointment were identical to a Probationary (i.e. tenure track) appointment at the particular university, except that the candidate was not eligible for tenure.)
- d) Newly hired members of Faculty with previous full time sessional and postdoctoral fellow appointments will normally-be given credit on the following basis:

Years Appointments, post-Ph.D.	Credit
1	0
2	1
3	1
4	2
5	2
6	3
7	3
8 or more	4

It should be noted that, in all cases described above, only those years after completion of the doctorate, and only full time appointments (e.g. 10 credit hours plus laboratory in an experimental science, 15 credits otherwise) will be considered. If the appointment was to teach courses at the introductory level only, the "credit" would be reduced.

[1] For the purposes of this Article, a "step" will be defined at the dollar value separating steps in the rank an individual is being promoted into.

Article 2.6.2. PAYMENT OF SALARY

- 1.0 A Faculty member's salary is paid biweekly by deposit to his or her own Bank Account.
- 2.0 The Faculty member receives a statement of deductions for each pay.
- 3.0 It is the responsibility of a Faculty member to give the Human Resources Department all the information required to calculate deductions for fringe benefits as well as those for income tax purposes, etc.
- 4.0 It is usual for the year's academic salary to be paid on a twelve-month basis; however, other arrangements may be made with the Human Resources Department if required.
- 5.0 Any inquiries should be directed to the Human Resources Department.

Article 2.6.3 REMUNERATION FOR CHAIRS AND COORDINATORS

- 1.0 The University recognizes the performance by a Chair or Program Coordinator of his or her duties and responsibilities by the granting of a reduction in teaching load and, additionally or alternatively, the payment of a stipend.
- 2.0 The type and amount of this recognition shall depend upon the number of teaching Faculty members in a Department in a given year.⁷
- 3.1 In a Department or Interdisciplinary Programme with fewer than seven teaching Faculty members, the Chair or Coordinator shall be entitled annually to a stipend of \$1000 plus \$150 per full-time equivalent member of the Department's teaching Faculty and \$75 per full time equivalent staff member (clinical associate, lab instructor and/or administrative assistant).

⁷For the purposes of this article, members of the teaching Faculty shall include all individuals teaching full-time (including those on limited term contracts) in a given year in the Department. The Chair shall be considered a full member of the teaching Faculty, but members on any type of leave except for Parental Leave shall not be so considered. Individuals teaching in the Department on a part time basis shall be included as teaching Faculty, but with their numbers being calculated as a percentage of the teaching load of a full-time Faculty member in the Department

- 3.2 In a Department or Interdisciplinary Programme with at least seven but fewer than ten teaching Faculty members, the Chair or Coordinator shall be entitled annually to a stipend of \$1000 plus \$150 per full-time equivalent member of the Department's teaching Faculty and \$75 per full-time equivalent staff member plus a 3 credit course release.
- 3.3 In a Department with ten or more teaching Faculty members, the Chair shall be entitled annually to a stipend of \$1000 plus \$150 per full-time equivalent member of the Department's teaching Faculty plus \$75 per full-time equivalent staff member plus a 6 credit course release.

Article 2.6.4 VACATION

- 1.0 Every Faculty member with a minimum of twelve consecutive months' appointment is entitled to one month of vacation each calendar year, free of University responsibilities.
- 2.0 Every Faculty member on a Limited Term Appointment of less than twelve months is entitled to 1.8 days of vacation for each month of the contract and such vacation must be taken during the term of the appointment.
- 3.0 The Faculty member shall, in co-operation with the Department Chair, schedule his or her vacation so as not to interfere with his or her teaching commitment.

Article 2.7.1 UNIVERSITY RESEARCH/PUBLICATION/TEACHING AWARDS

- 2.1 The objective of the University Research/Publication /Teaching Awards (URPTA) is to give recognition to outstanding activity in the areas of Faculty members' responsibilities.
- 2.2 Funding for URPTA shall be a component of the "Instructional and Research Salaries Budget"; the annual budget shall be \$310,000.
- 2.3 Faculty members eligible for URPTA are those who:
 - a) hold full-time tenured or tenure-track appointments in a Department at the University during the year in which the application for an URPTA is made; and,
 - b) are not on, Administrative Leave, Study Leave, or Leave of Absence during all or part of the academic year preceding the summer in which the award would be held

- 1.4.1 Faculty members may qualify for URPTA either by satisfying the requirements for an award based on research or publication [see 3.2, below] or on the basis of excellence in teaching [see 4, below].
- 1.4.2 Faculty members are eligible to receive, in the same year, both an URPTA based on research and publication and an URPTA based on excellence in teaching [but see 4.3, below].
- 2.1 The amount of each URPTA will be determined by dividing the total URPTA budget by the number of eligible applicants.
- 3.1 Applications for URPTA, based on research or publication, shall be made to the appropriate Dean, at the Faculty members' initiative, by April 15 of each academic year.
- 3.2 URPTA based on research or publication shall be made to Faculty members who meet any one of the following criteria during the twelve months preceding the application deadline:
 - a) year one of receipt or renewal of an external funding award as the principal or co-researcher from NSERC, SSHRC or an equivalent body
 - b) acceptance of an article for inclusion in a refereed publication;
 - c) acceptance of a chapter for inclusion in a book to be published by a reputable independent publisher who has undertaken to risk the printing and distribution costs or who has received a grant-in-aid of publication;
 - d) acceptance of a book by a reputable independent publisher who has undertaken to risk the printing and distribution costs or who has received a grant-in-aid of publication;
 - e) acceptance of creative writing for inclusion in a refereed or otherwise reputable publication;
 - f) individual exhibition/performance of works of art or music at the invitation of a major cultural organization;
 - g) production of software or videos that have publication status.
- 3.3 The above criteria are intended to exclude:
 - a) receipt of an external funding award which provides personal remuneration for the Faculty member;
 - b) publication as part of non-refereed conference proceedings;
 - c) external funding associated with securing an advanced degree; and,
 - d) receipt of a grant from a University committee.
 - e) promise of acceptance of a book by a publisher or a contract with a publisher for a book or chapter.
- 3.4.1 It shall be the responsibility of the Dean to determine whether the applicant is eligible and has met at least one of the criteria, which must be satisfied for an award to be made [see 1.3, above].

- 3.4.2 The Dean's decisions shall be final with respect to awards based on 3.2 (a-g inclusive).
- 4.1 The criteria for the selection of recipients of an Outstanding Teaching Award are those listed in the various clauses of **2.2.1:2.0**.
- 4.2 The maximum number of recipients of an Outstanding Teaching Award in any one-year shall be three.
- 4.3 Eligibility for an Outstanding Teaching Award shall be as in 1.3 above, except that a recipient of an Outstanding Teaching Award shall not be eligible for another such award for the subsequent two years.
- 4.4 The Outstanding Teaching Award Committee shall invite nominations for Outstanding Teaching Awards by December 1, of each academic year.
- 4.5 The deadline for the receipt of nominations by the Outstanding Teaching Awards Committee shall be January 31.
- 4.6.1 A candidate for an Outstanding Teaching Award shall be nominated by any four or more persons, each of whom is either a graduating student, or a graduate, or a Faculty member of the University.
- 4.6.2 No person may nominate more than one candidate in a given academic year.
- 4.7 The written nomination of a candidate shall include a statement of the reasons why the nominators think their candidate should be considered for the receipt of an Outstanding Teaching Award.
- 4.8 The Outstanding Teaching Awards Committee may request additional information [see **2.2.2.1.1:5.1**] from a nominee.
- 4.8.1 On the basis of the evidence submitted to, and collected by, the Outstanding Teaching Awards Committee, the Committee shall select the recipients of the Outstanding Teaching Awards by April 10.
- 4.8.2 The person selected shall advise the Committee Chair of his or her willingness to accept the award.
- 4.9 The Outstanding Teaching Awards Committee shall notify, in writing, the Deans of Faculty of its selections by April 20.
- 5.0 Announcement of the University/Research/Publication/Teaching Awards (URPTA) shall normally be made by June 15 of each academic year.
- 6.0 The list of recipients of URPTA shall be circulated to all Faculty members, subsequent to

notification of recipients, with the listing indicating the basis of the award by reference to the applicable sections of this Policy Statement.

Article 2.7.2 POLICY ON RESEARCH CONTRACTS

- 1.0 When a research contract is being drawn up between a Faculty member and government or industry, the conditions and calculations described in the clauses below shall be adopted.
- 2.0 Before the financial portion of any research contract is negotiated, consultation shall take place between the Faculty member, the Academic Vice-President and Provost and the Director of Finance.
- 3.0 The Academic Vice-President and Provost in consultation with the Director of Finance shall be responsible for the final calculation of the amounts to be included in the research contract.
- 4.1 When a Principal Investigator's time is included as an item in the cost of the research contract, the time and schedule used shall be agreed upon by the Academic Vice-President and Provost, the Dean, and the Principal Investigator.
- 4.2 The Principal Investigator's salary paid from the research contract shall be reported by the University on T4A slips to Revenue Canada.
- 5.1 All research contracts between a Faculty member and government or industry shall contain a 40% non-salary overhead charge unless the government or industry has a different policy on overheads or the Academic Vice-President & Provost agrees to waive the overhead charge.
- 5.2 In cases where the contracting agency has no fixed policy on overheads, the normal distribution of overheads shall be 10% to the research program of the Faculty member, 15% to the Department, 40% to the University's General Revenue Fund, and 35% to a fund for the enhancement of the University's academic and research programs to be administered by the Academic Vice-President & Provost. This fund shall be designated for research infrastructure support, (e.g., RGO, ILO, emergency research equipment needs) for academic/pedagogic development, and for top up to UCR.
- 5.0 Cost over-runs on contract items, exclusive of the overhead, shall be charged against the Principal Investigator's salary.

Article 2.8 OUTSIDE PROFESSIONAL ACTIVITY

- 1.0 For the purposes of this article, outside professional activity includes any of the following:
- paid employment in any capacity by another employer, including carrying out teaching duties,
 - consulting,
 - private practice of the member's profession, or
 - self-employment
 - carrying on a registered business
- 2.0 Faculty members shall discuss their outside professional activity with the Department Chair and Dean to ensure that such activity does not conflict with their primary commitments to the University for teaching, research and service.
- 3.0 Faculty members shall not engage in any outside professional activity which is in direct competition with existing services provided by the University. Consequently, for instance a Faculty member must first obtain permission from his/her Dean before accepting a teaching assignment at another institution.
- 4.0 Faculty members shall make available to their Dean information on the nature and scope of outside professional activity of a substantial nature. Substantial defined as equivalent to five (5) or more working days.
- 5.0 Faculty members agree not to engage in any outside professional activity which would prevent them from fulfilling their duties and responsibilities as defined in this Agreement, unless they have received prior written permission from the Dean in consultation with the Academic Vice-President and Provost. Faculty members may earn supplementary income from outside professional activity, providing that such activity does not conflict with their ability to fulfill their responsibilities to the University.
- Activities that prevent the member from fulfilling their duties will be defined as but not limited to the following factors:
- a) the activity is one that necessitates a rescheduling of teaching sessions, or that reduces student access to the Member;
 - b) the activity is one that results in the Member having less time to devote to his/her research interests; or
 - c) the activity is one that reduces the Member's ability to meet the Department's service obligations.
- 6.0 A full-time Faculty member may engage in up to twenty-five (25) working days per year in external employment, providing that the timing of this employment is not in conflict with the Faculty member's responsibilities. The scheduling of this time will be arranged with the Department Chair and the Dean. In special cases, activities in excess of twenty-five (25) days per year may be permitted, but will require the written approval of the Dean. If there

is an ongoing need for more than twenty-five (25) days, a reduced appointment or leave without pay will normally be required, except for activities listed in **Article 2.2.1:3.0**.

- 7.0 When outside professional activity would involve the use of University equipment, supplies, facilities, employees or services, except for the Library and/or the Faculty member's office outside regular working hours, such use shall be subject to the prior approval of the Dean. If approval is granted, the charges for such equipment, supplies, facilities, employees or services shall be at the prevailing rates, unless the Academic Vice-President and Provost agrees, in writing, to waive all or part of the charges.
- 8.0 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 faculty member from stating the nature and place of his/her employment, rank and title, in connection with outside professional activity, provided that he/she shall not purport to represent the University or to have its approval unless that approval has been given in writing.
- 9.0 The Faculty member agrees to indemnify and save harmless the University with respect to all actions, suits, claims, and demands of any kind arising out of or in any way connected with outside professional activity.
- 10.0 Members engaged in external employment shall, by November 2 of each year, inform their Department Chair and Dean, of the nature and time devoted to these activities in the previous academic year.

Article 2.9 MARKET SUPPLEMENTS

- 1.0 Faculty holding appointments at the University whose credentials or experience are in high demand or members of disciplines for which there is a high demand within the Canadian university system may be compensated with a market supplement in addition to their normal salary. Market supplements shall be subject to the deduction of dues provided by this Agreement. Market supplements shall cease to be paid when the market demand ceases.
- 2.0 The Dean may offer a market supplement as a recruiting measure where the Dean and Academic Vice-President & Provost are satisfied that:
 - a) there is a high market demand for persons with the desired credentials or experience;
 - b) the high market demand is a temporary phenomenon; and
 - c) in competition with other Canadian universities, the Department or School seeking the appointment has not been successful or is unlikely to be successful in recruiting suitably qualified candidates by offering the usual starting salary for persons with such qualifications and experience.

- 3.0 The terms of the market supplement shall include:
- a) the amount;
 - b) the period of time during which the market supplement will be paid;
 - c) if the amount will decline during the payment period, the terms by which the decline will occur;
 - d) whether the market supplement is renewable and, if renewable, the conditions of renewal.

The amount and terms of a market supplement shall be stated in the appointment letter to a candidate and/or the Faculty member's annual salary letter.

- 4.0 At the ranks of Associate and Full Professor where payment of a market supplement would result in a Faculty member's total compensation exceeding the salary ceiling for the rank, the market supplement for the Faculty member shall be reduced so that the total compensation for that Faculty member shall not exceed the ceiling for the rank.
- 5.0 On or before October 1 of each year, the Employer shall provide to the President of the Association a listing in editable electronic form a listing by name of each member receiving a market supplement and the amount of such supplement.

Article 2.10 PART-TIME ACADEMIC INSTRUCTORS

- 1.0 Applicability of Previous Sections: As stated in the Definitions Section, part-time academic instructors are not full-time Faculty members. Nevertheless, the Parties agree that, in addition to the articles in Section 1 for which Part-Time Instructors are eligible of this Agreement and as well as all of the regulations governing the instruction of academic courses approved by Senate, the sub-section on Academic Freedom, Section 2.0: 2.0-2.6, also applies to part-time academic instructors. Articles in Section 1 that are not applicable to Part-Time Instructors include Leave for Political Candidates [1.12], Tuition Benefit for Members [1.17.1], Tuition Benefit for Spouse [1.17.3], Tuition Benefit for Children [1.17.2], Study Leave [1.11], and all University Group Benefits [1.16].
- 2.1 The Parties recognize that, while Part-Time Academic Instructors are not Faculty Members as defined by this Agreement, nevertheless, they are an integral part of the delivery of the curriculum at the University. The terms and conditions of employment applicable to Part-Time Academic Instructors shall be as defined in the clauses listed below.
- 2.2 **Part-Time Academic Instructors**
- a) A Part-Time Academic Instructor means a person who is not a Faculty Member and who has full or joint responsibility for teaching one (1) or more credit courses, and is remunerated on a per course basis.

- b) Part-Time Academic Instructors may teach up to two (2) three credit courses per term, intersession or summer session.

2.3 Posting of Part-Time Positions

- a) All postings for part-time instructors are to be submitted to the appropriate Dean's Office for review and approval prior to publicly posting within the Department and on the University's web-site for at least two (2) weeks prior to consideration of an application. A copy of the posting shall be forwarded to the Association. No offer of appointment shall be made before the application deadline.
- b) Advertisements may be general in nature to create a list, or may advertise for a particular course. In the latter case, the advertisement shall identify: the date of the posting, the academic semester(s), the department, the course name and number (where known), the qualifications for the appointment, the application deadline, and other pertinent information.
- c) Notices for both spring and summer sessions shall be posted on or before March 1; for fall term and winter term courses and full year courses, on or before August 1.
- d) Should a position become open unexpectedly, the position shall be posted for at least five (5) days. Should a position become open after a semester has commenced, the Chair may recommend an appointment to the Dean without posting the position. The University shall notify the Association of the appointment.
- e) At the discretion of the Dean and on the recommendation of the Department, a Part-Time spousal appointment may be made without posting the position. The spouse or partner must be a person of sufficiently high achievement and/or potential to have made the short list for a position in the department if the position had been advertised. Once the spouse or partner joins the receiving department, he or she is to be treated the same as any other Member of the same rank and status in terms of review and working conditions. This paragraph is in effect unless replaced by the addition of a full Spousal Appointments article to the Agreement.
- f) New courses developed for Continuing Education can be offered to the developer to teach the first time without posting to ensure the objectives of the course can be achieved both pedagogically and technologically.

2.4 Qualifications for Part-Time Academic Instructors

Qualifications shall consist of academic credentials and teaching competence. The following factors shall be used in determining academic credentials: graduate degree(s) relevant to the subject matter of the course, normally a minimum of a Master's degree,

and/or professional degree or designation appropriate to the field of study; graduate work in the area of the subject matter of the course and scholarly endeavors and experience relevant to the course subject matter. The following factors shall be used to measure teaching competence: teaching experience in the same (or similar) courses; teaching experience generally; teaching evaluations from St. Francis Xavier University or elsewhere; references from other teachers and colleagues.

2.5 Part-Time Rosters

- a) For each department or academic unit which makes regular use of Part-Time Academic Instructors, the Chair shall establish and maintain a “Part-Time Roster”, i.e., a list of Part-Time Academic Instructors, set up by order of Seniority, admitted by the Dean on the recommendation of the department or academic unit, and remaining on the list in accordance with the provisions of this Section.
- b) For the purposes of the Part-Time Roster, Seniority will be taken to mean the number of credit hours (or proportion thereof, in the event of joint responsibility) taught by a Part-Time Academic Instructor for the University, whether on Part-Time or term contract. Seniority status shall be used to determine which qualified Member has greater general experience when Members are competing for courses that none of the applying Members have taught previously.
- c) The Part-Time Roster will also record which specific courses have been taught by Part-Time Academic Instructors, and how often.
- d) A Part-Time Academic Instructor admitted to the Part-Time Roster may remain on the Roster from year to year without the need for re-applying, provided that he or she does not ask to be removed from the list, and that other provisions within this Section for removal do not apply.
- e) A Part-Time Academic Instructor who has not taught a credit course at St FX for twenty-four (24) months in succession shall lose his or her Seniority and be removed from the Part-Time Roster.
- f) A copy of the Part-Time Roster shall be maintained in each respective academic department where Part-Time Academic Instructors are employed. Upon the request of any member, the Chair, in consultation with the Dean of the Faculty, shall forward his or her calculation of that Member’s own seniority status to the Member concerned.

3.0 Appointment of Part-Time Academic Instructors from Roster

- a) The Chair, in consultation with the department, shall recommend the appointment of a Part-Time Academic Instructor to the Dean. No Part-Time contract shall be issued without the approval of the appropriate Dean.
- b) The Chair shall select Part-Time Academic Instructors from the Part-Time Roster, with consultation of the Department.

3.1 Appointment of New Part-Time Academic Instructors

In the event that no qualified Part-Time Academic Instructors on the Roster are available to fill a posted or advertised position, the Chair may interview others known to be interested in teaching in the program. Following consultation with the Department, the Chair may recommend to the Dean a candidate who is not on the Part-Time Roster.

3.2 Right of Recall

Where a Part-Time Academic Instructor has taught a course at least three (3) times and where that Part-Time Academic Instructor has a demonstrated record of satisfactory teaching as measured by the criteria outlined below, the course (or a course substantially equivalent to the course previously taught) may be offered to that Part-Time Academic Instructor without formal posting, or provided that there is no other Part-Time Academic Instructor available who has taught the course (or equivalent course, as appropriate) at least three (3) times, has appropriate qualifications and similarly satisfactory evaluations. Where there are two (2) or more Part-Time Academic Instructors with a history of three (3) courses offered, the course shall be offered to the one with the greatest seniority.

3.3 Letter of Appointment

A letter of appointment shall be offered to all Part-Time Academic Instructors selected to teach credit courses. The letter of appointment shall identify the course to be taught, and whether there are laboratories or tutorials, the term of the appointment, and the Part-Time stipend payable. The Part-Time Academic Instructor shall indicate acceptance of the offer by counter-signing and returning one (1) copy of the Employment Contract.

The letter of appointment shall include the date of commencement, which will be the first day of the month in which teaching begins, and the date of termination, which will be the last day of the month in which teaching finishes, and the minimum number of student enrollment required for the course to be offered.

4.1 Personnel File: The same procedures are to be followed as set out in Article 2.1.4.

4.2 Assessment of Part-Time Academic Instructors

4.2.1 Part-Time Academic Instructors will normally be assessed by the Departmental Evaluation Committee in their third semester of teaching and annually thereafter up to and including their fifth academic year of teaching. Subsequent evaluations may be conducted, at the discretion of the Chair.

4.2.2 The administration and assessment of student course evaluations for Part-Time Instructors shall be carried out in accordance with the provisions of Article 2.2.4. Assessment of the teaching of Part-Time Instructors shall be conducted by the Chair on the same terms and conditions as provided by this Agreement for Faculty Members in Section 2. Assessment of Part-Time instructors shall focus on teaching performance. In assessing teaching performance, opinions of students and Faculty Members shall be taken into account, insofar as is appropriate, and each class of opinion shall be given due and fair consideration. Such opinions shall be based on firsthand knowledge of the instructor's performance in the classroom, laboratory or field.

5. Voting Privileges in Departmental Business:

One (1) part-time academic instructor in each programme or Department, selected annually by the part-time academic instructors in that program or Department, shall represent those instructors and have voting privileges in the programme or Department, except where that would be in conflict of interest or in contravention to other provisions of this Agreement.

6. **Discipline Procedures:** see **Article 2.3.1** of this Agreement.

7. **Grievance Procedures:** see **Article 1.7** of this Agreement.

8. Office Space and Facilities:

8.1 Recognizing the severe space limitations facing the University, the University will provide part-time academic instructors with appropriately-furnished, shared office space. The Employer will endeavour to ensure that no more than three (3) instructors share a given office. Similarly, other required services and equipment shall be provided to part-time academic instructors by the University for the performance of their duties and responsibilities.

9. Leave of Absence:

9.1 If a part-time academic instructor is absent for up to three teaching hours per course per fall and winter term, or six teaching hours per course for intersession, because of illness or a death in the family, there will be no loss of pay for the time missed provided that the instructor ensures that all course material is covered by the end of

the course. The instructor will notify the department in advance, with as much notice as possible, of any absence.

- 9.2 A part-time academic instructor who is absent for two classes per term without authorization will be deemed to have resigned as of the last date worked.
- 9.3 Upon written request, supported by a copy of the summons, a part-time academic instructor who is absent for up to three teaching hours per course per fall and winter term, or six teaching hours per course for intersession, because of jury duty will suffer no loss of pay for the time missed. The instructor shall ensure that all course material is covered by the end of the course. Jury duty extending beyond the above noted time(s) will be granted as leave without pay.

10. Vacation:

- 10.1 Vacation entitlement is included in the part-time academic instructor's stipend.

11. Compensation and Benefits:

- 11.1 The University shall pay part-time academic instructors in accordance with the scale attached to this Agreement.
- 11.2 In courses where a lab is part of the assigned responsibilities, and where the part-time academic instructor shall be present and responsible for the lab, the part-time faculty member shall receive a supplement equivalent to half the stipend for the 3-credit or 6-credit course as applicable.
- 11.3 Part-time Academic Instructors who have provided long-term service are entitled to the following seniority increment to the per course stipend:
 - a) after six (6) consecutive academic years and 84 credit hours of instruction, an additional 10% shall be paid in each subsequent year that the instructor teaches 12 credit hours.

12.0 Course Materials:

- 12.1 All course materials are owned by the part-time academic instructor who solely creates them except where there is a written contract to the contrary assigning the ownership rights of the course materials to the Employer or a third party.
- 12.2 Part-time academic instructors shall retain ownership of class notes, lectures, and other materials that they have solely created pertaining to their course development and teaching, as well as to educational products resulting from teaching, except where the Part-time academic instructor has negotiated otherwise with the Academic Vice-President or his/her representative.

Article 2.11 POLICY WITH RESPECT TO COPYRIGHTABLE WORKS AND INTELLECTUAL PROPERTY

1.0 Principles and Objectives

- 1.1 This policy sets forth provisions applying to ownership of and commercial rights to, intellectual property developed by University Faculty members, as well as procedures that govern the use and distribution of intellectual property.
- 1.2 The primary mission of the University is education, research, and the creation and dissemination of knowledge. The University affirms that principles of freedom of research and of free publication of the information generated. However, it is recognized that the community at large may also benefit if inventive and creative advances in artistic, scientific, and other knowledge developed at the University are protected by patent or other statutory means, where possible, and provided to outside parties for commercial use. Under appropriate agreements, the University and intellectual property creators should be allowed to benefit from transactions resulting from the commercial development of intellectual property.
- 1.3 Since the University draws substantial operating and research funds from the general public through the governments of Nova Scotia and of Canada, the dissemination of knowledge and the creation and development of its intellectual property at the University for the cultural, social and economic benefit of the peoples of Nova Scotia, of Atlantic Canada and of other regions of Canada are priorities of the University.
- 1.4 The objectives of this policy are:
- a) to reaffirm the right to publish and to encourage the creation of intellectual property;
 - b) to provide a mechanism for the utilization or commercial application of intellectual property in a manner which benefits the University, the community and all intellectual property creators; and
 - c) to contribute, to the extent possible, to the social, cultural and economic development of Atlantic Canada and other regions of Canada.
 - d) to protect the rights of Faculty members and the intellectual property they create
 - e) to preserve academic freedom in research and the core mission of the University in teaching, research, and service.
- 1.5 It is possible that, at times, the academic mission of the University may conflict with the potential commercialization of intellectual property developed at the University. The following principles shall take precedence over any other aspect of this policy, where applicable:
- a) Faculty members alone have the right to determine whether or not any new creation or discovery for which they are responsible should be commercialized;
 - b) Faculty members who have decided to pursue commercialization of any creation or discovery through the University may be asked to withhold publication of any material or not to make any presentation thereof only for a reasonable period of

time, not exceeding nine (9) months following the University's notification to the Intellectual Property Creator(s) of its decision to protect the Intellectual Property and/or exploit it for commercial gain.

2.0 Definitions

2.1 For purposes of this article:

2.1.1 "Commercialization" or "commercialize" means any activity relating to the statutory protection, use, sale, transfer, license, marketing, duplication, or other disposition of Intellectual Property for commercial purposes.

2.1.2 "Contract Arrangement" means research or other activities performed by a Faculty member under a contractual arrangement between the Faculty member and a third party, where the contract gives full or partial rights, or an option to obtain full or partial rights, of commercial use of the results of the research or other activity to the third party.

2.1.3 "Faculty member" means a person or persons:

- a) appointed as such under a Tenured (or Permanent) Appointment, a Probationary Appointment, or a Limited Term Appointment as defined in article **2.1.3**;
- b) any other party with whom the Faculty member has a non-arm's length relationship as defined in the Income Tax Act ("the other person"); and
- c) any partnership, corporation, or other entity of which the Faculty member of the other person is a shareholder, officer, or director or in which the Faculty member or other person has a direct or indirect beneficial interest.

2.1.4 "Intellectual Property" means all material and communicable results of intellectual activity or scholarly inquiry and all products of research, whether scientific or practical, that

- a) are created by faculty members of the University (including while on sabbatical or other leave) in the course of employment, in fulfilling academic duties or activities or created with more than an incidental use of University equipment, facilities or other resources;
- b) have the potential to be protected by patent or other statutory means (other than copyright alone); and
- c) the Faculty member wishes to be protected and/or exploited for commercial gain.

For greater certainty, "Intellectual Property" does not include Works [see clause 2.1.9 below] but does include Multi-Media Course-ware [see clause 2.1.7 below] and Software [see clause 2.1.8 below].

2.1.5 "Intellectual Property Creator" means a Faculty member who has created Intellectual Property; in the case of patentable Intellectual Property, "Intellectual Property Creator" means an inventor under patent legislation.

2.1.6 "Moral Rights" means non-commercial rights related to the right of an author to claim authorship and to protect the integrity of his or her work.

- 2.1.7 “Multi-Media Course-ware” means any Intellectual Property generated as a teaching or educational device by a Faculty member in the course of, or as part of fulfilling his or her duties as a Faculty member in any audio, visual, digital, or other medium, but does not include Works or any Intellectual Property developed by a Faculty member as part of specially-assigned duties or as a work commissioned by the University for use by the University or third parties.
- 2.1.8 “Software” means Intellectual Property consisting of any set of instructions that is expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer in order to bring about a specific result; for purposes of this article, “Software” shall not include computer software developed, improved or written by a Faculty member which is an integral part of a larger item of Intellectual Property, and which is intended for use with components other than computer software, and such computer software shall be treated like other forms of Intellectual Property.
- 2.1.9 “Work” means any literary, scientific, technical, dramatic, musical, artistic, and architectural work material and any original production created by a Faculty member protected or capable of protection by copyright (including all lectures, course outlines, notes, books, articles, and conference papers), but does not include Software or Multi-Media Course-ware.

3.0 **Works**

- 3.1 **Copyright in Works:** In relation to any Work, the author owns copyright and is entitled both to determine how the Work is to be disseminated and to keep any income derived from the Work.
- 3.2 **Exceptions.** Notwithstanding clause 3.1, copyright in a Work may not belong to the Faculty member who is the author if:
- a) the Work was created as a result of research sponsored by a third party pursuant to a written agreement entered into by the University at the request or with the permission of the Faculty member, and the agreement gives ownership of copyright to a party other than the faculty member;
 - b) the Work was part of specially assigned duties or commissioned by the University pursuant to a separate agreement with the University, in which case copyright is determined by the terms of the agreement; or
 - c) the Work contains Software as the primary constituent, in which case copyright and rights of use are determined by clause 5 of this article.
- 3.2.1 **Rights of Use of University for Educational Purposes.** The University shall have a non-exclusive, royalty-free, irrevocable, indivisible, and non-transferable right to retain any Work for archival purposes and to use solely for the University’s internal teaching, research and service activities, any Work created by a Faculty member.

- 3.2.2 **Limitation on University's Rights.** This right shall not confer commercial rights to the University, nor shall it include the right to transfer, license, or grant other rights in any Work to any other party.
- 3.2.3 **Academic Journals.** The rights in clauses 3.1 and 3.2.1 shall also be subject to applicable copyright requirements of any academic journals and other vehicles of scholarly publication, provided that Faculty members shall advise other Faculty members and the University of any applicable copyright requirements that affect the rights set forth in clause 3.2.1.

4.0 **Determination of Gross Income and Net Income**

- 4.1 **Net Income.** For purposes of clauses 5 and clause 10.2 of this article, "Net Income" means Gross Income less Expenses.
- 4.2 **Gross Income.** For purposes of clause 4.1 of this article, "Gross Income" means:
- a) all revenues and other consideration, whether in cash or otherwise, paid, transferred, or otherwise made available to the Intellectual Property Creator or the University including but not limited to royalties from arm's length parties (as "arm's length" is used in the Income Tax Act of Canada); and
 - b) the consideration deemed to be received, as described below, by the Intellectual Property Creator or the University from non-arm's length parties (as "non-arm's length" is used in the Income Tax Act of Canada) from the Commercialization in any manner of Intellectual Property.
- 4.3 **Non Arm's Length Consideration.** Where the University or the Intellectual Property Creator receives consideration from any Commercialization of Intellectual Property from a non-arm's length party, the consideration received will be deemed to be the greater of:
- a) the value of the consideration paid to it; and,
 - b) the fair market value which would be received for that disposition of the Intellectual Property from an arm's length third party, the value of which shall be determined by agreement between the University and the Intellectual Property Creator, failing which it will be determined pursuant to clause 13 of this article.
- 4.4 **Expenses.** For purposes of clause 4.1 of this article, "Expenses" means all direct costs and expenses actually incurred by the University or the Intellectual Property Creator (but not by a licensee or other third party engaged by either of them to commercialize the Intellectual Property) and paid or owed to an arm's length third party with respect to Intellectual Property for:
- a) obtaining and maintaining statutory protection for the Intellectual Property including direct legal fees and filing and maintenance fees with applicable governmental and regulatory offices;
 - b) any prototype development of the Intellectual Property (including the cost of laboratory supplies and the cost, charged at standard rates, of any technicians or similar personnel engaged in such prototype development); and

- c) commercialization of the Intellectual Property (including travel and other marketing expenses, freight and insurance costs in transporting goods or other material related to the Intellectual Property, and any sales, use and other direct taxes, customs duties, and similar governmental charges) actually incurred in the use, sale, assignment, licensing or other disposition of the Intellectual Property and any related goods and material but excluding costs of further development of the Intellectual Property; and

“Expenses” shall also include the cost of any advice, technical and production support and related services provided by the University in the development of Intellectual Property that is Software, and Multi-Media Course-ware. “Expenses” shall not include any costs for time spent by Industry Liaison Office personnel, the Intellectual Property Creator or other University personnel in activities referred to in clauses 4.4 a), b) or c) of this article or in any other activities related to the Intellectual Property.

5.0 Intellectual Property Not Arising From Contract Arrangements

- 5.1.1 **No Obligation To Seek Statutory Protection.** The University agrees that Faculty members have no obligation to seek patent or other statutory protection for any Intellectual Property or to modify research to enhance the ability to patent or to otherwise obtain statutory protection for, the results of such research.
- 5.1.2 **Freedom to Publish Research Results.** The University further acknowledges that Faculty members have the right to publish or otherwise place in the public domain the results of their research.
- 5.1.3 **Intellectual Property in Public Domain.** The University shall not have any right or interest in any Intellectual Property which a Faculty member places in the public domain.
- 5.2 **Ownership.** Intellectual Property not arising from Contract Arrangements shall be owned by the Intellectual Property Creator(s) unless otherwise assigned by them.
- 5.3.1 **Disclosure of IP.** An Intellectual Property Creator shall disclose to the Academic Vice-President and Provost and to the Office of Industry Liaison, full details of any Intellectual Property created by the Intellectual Property Creator prior to taking any steps to commercially exploit it. The Intellectual Property Creator and the University shall follow the procedures in clauses 5.3 and 5.4 of this article regarding this disclosure.
- 5.3.2 **Form of Disclosure.** This disclosure shall be made in writing on a form provided by the Office of Industry Liaison, and shall be sufficiently detailed to allow an assessment of the suitability of the Intellectual Property for protection and exploitation for commercial gain.
- 5.3.3 **University Not To Disclose.** The University shall not disclose to a third party any information about the Intellectual Property that would jeopardize the ability to protect the Intellectual Property or exploit it for commercial gain.

- 5.4.1 Options of Faculty Member regarding Commercialization. Faculty members who wish to have their Intellectual Property commercialized shall have the right to:
- a) make their own arrangements, at their own expense and risk, to protect and/or exploit the Intellectual Property created by them and/or exploit it for commercial gain, in which case they shall be entitled to the proceeds therefrom, subject to the provisions of this clause 5 and of any contracts or agreements referred to in clause 6 of this article; or
 - b) assign the Intellectual Property to the University for protection and commercialization of the Intellectual Property at the University's expense and risk, in which case the University shall be entitled to the proceeds therefrom, subject to the provisions of this clause 5 and of any contracts or agreements referred to in clause 6 of this article.
- 5.4.2 Decision by Intellectual Property Creator. The Intellectual Property Creator(s) shall decide whether or not to assign the Intellectual Property for protection and/or exploitation to the University within sixty (60) days of the disclosure specified in clause 5.3 of this article, During this period, the University shall have the opportunity to consult with the Intellectual Property Creator(s) regarding the decision. The Intellectual Property Creator(s) shall make every reasonable effort to participate fully in such discussions.
- 5.4.3 Decision by University. If the Intellectual Property Creator(s) decide(s) to assign(s) rights for protection and/or exploitation to the University, the University shall, within sixty (60) days of the assignment by the Intellectual Property Creator(s), notify the Intellectual Property Creator(s) whether it intends to seek protection of the Intellectual Property and/or seek to exploit it for commercial gain. This period may be extended by mutual consent for a defined period of time mutually agreed upon by the Intellectual Property Creator(s) and the University.
- 5.4.4 University Decisions are Business Decisions. Any decisions of the University not to protect Intellectual Property and/or exploit it for commercial gain, or to cease to do so under the provisions of clause 5.4.3 or 5.8 (j) are business decisions and are not based on an assessment of the academic merits associated with that Intellectual Property.
- 5.4.5 Non-Disclosure Period. During the periods specified in clauses 5.4.2 and 5.4.3 of this article, and any extension thereof, the Intellectual Property Creator(s) shall not, without the prior consent of the University, seek to protect the Intellectual Property, nor exploit it for commercial gain, nor disclose it in any way that would jeopardize the University's ability to protect and/or exploit it for commercial gain.
- 5.5.1 Rights of Use of University for Educational Purposes. The University shall have a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to retain Intellectual Property for archival purposes and to use any Intellectual Property solely for the University's internal teaching, research, and service activities.

- 5.5.2 Limitation. Such right, however, shall not include the right to transfer, license, or exploit any Intellectual Property unless and until the Intellectual Property Creator(s) assigns his/her/their rights for the purposes set out in clause 5.8.
- 5.6 Use of University's Name. The name of the University shall not be used in connection with Intellectual Property without mutual agreement of the University and the Intellectual Property Creator(s).
- 5.7 University Option to Acquire or License Multi-Media Course-ware. Notwithstanding clause 5.3.1, the University shall have the first option to acquire or license Multi-Media Course-ware from the Intellectual Property Creator(s), upon terms to be agreed on in writing by the Faculty member(s) and the University. If the University exercises this option and the Faculty member(s) and the University enter into such an agreement, clauses 5.8 and 5.9 shall not apply to the subject Multi-Media Course-ware.
- 5.8 Commercialization by the University. If the Intellectual Property Creator(s) assign(s) his/her rights in the Intellectual Property to the University for protection and/or exploitation by the University (5.4.1 (b)), and the University agrees to protect the Intellectual Property and/or exploit it for commercial gain, then:
- a) the University assumes the responsibility for protection and/or exploitation of the Intellectual Property (including the filing of applications for patents or other registered statutory protection and the negotiation of sales, assignments, licenses or other dispositions of that Intellectual Property);
 - b) the Intellectual Property Creator(s) shall make reasonable efforts to assist the University in this endeavour, and shall complete all necessary documentation (including assignments) as may be required;
 - c) the University shall use reasonable efforts in the circumstances to exploit the Intellectual Property for commercial gain, at no financial cost to the Intellectual Property Creator(s) responsible for creation of the Intellectual Property;
 - d) the Intellectual Property Creator(s) shall not disclose or publish any details of the Intellectual Property for a period of nine (9) months following the University's notification to the Intellectual Property Creator(s) of its decision to protect the Intellectual Property and/or exploit it for commercial gain, unless such disclosure or publication has been agreed to in writing by the University; such agreement shall not be unreasonably withheld, particularly when the Intellectual Property Creator will be considered for tenure within eighteen (18) months of the disclosure required under clause 5.3.1 of this article. For the purposes of determining the start of this eighteen (18) month period, considerations for Tenure begins at the time of application of the provisions of Article **2.1.6:3.0**;
 - e) the University shall, no later than June 30 each year, report to the Intellectual Property Creator regarding action taken to protect the Intellectual Property and/or exploit it for commercial gain during the preceding Fiscal Year; and reporting all

expenditures and income (including royalties) forming part of the calculation of Net Income for the preceding Fiscal Year;

- f) the University shall, no later than June 30 each year, remit to the Intellectual Property Creator(s) a sum equal to 40% of the Net Income (or such higher percentage of the Net Income to which the parties may agree in writing at the time of the Intellectual Property Creator's assignment to the University) for the previous Fiscal Year;
- g) the University shall engage in ongoing consultation with the Intellectual Property Creator(s) as part of the process of determining how best to commercialize Intellectual Property created by the Intellectual Property Creator(s);
- h) at no financial cost to the Intellectual Property Creator(s), the Intellectual Property Creator(s) shall provide the University with assistance in ensuring that written descriptions of the Intellectual Property and filings for the seeking of statutory protection are complete and accurate;
- i) the Intellectual Property Creator(s) shall also continue to provide related know-how around the Intellectual Property that may be needed for its application, commercialization or licensing; and
- j) if at any time the University decides not to continue to attempt to protect or exploit for commercial gain the Intellectual Property created by the Intellectual Property Creator(s), then at the initiation of the University, and with the consent of the Intellectual Property Creator(s), the University shall transfer the rights to the Intellectual Property and any issued or pending registration for statutory protection to the Intellectual Property Creator(s), in which instance responsibilities of the Intellectual Property Creator(s) concerning such commercialization shall be the same as those described in clause 5.9 of this article.

5.9 Commercialization by the Intellectual Property Creator. If the Intellectual Property Creator(s) do(es) not assign his/her rights in the Intellectual Property to the University for protection and/or commercialization by the University, or the University does not assume responsibility for protection and/or exploitation, or if the University ceases such activity under the provisions of clause 5.8 (j), the Intellectual Property Creator(s) is (are) free to protect the Intellectual Property and/or exploit it for commercial gain independently of the University, and in such circumstances, the Intellectual Property Creator(s) shall:

- a) assume the responsibility for protection and/or exploitation of the Intellectual Property at no cost or risk to the University;
- b) disclose to the Academic Vice-President and Provost and to the Office of Industry Liaison the filing of any patent applications made or arranged by him or her with respect to Intellectual Property created by him or her within ninety (90) days of the date of the application and shall submit all reports regarding Intellectual Property as required by this article;

- c) provide to the University, by no later than June 30 in each year:
 - (i) a statement reporting action taken to protect the Intellectual Property or exploit it for commercial gain;
 - (ii) a statement reporting all Expenses and Gross Income forming part of the calculation of Net Income for the previous fiscal year and such access as is within the Faculty member's control to any statements or records as may be required for the University to verify the accuracy of this statement; and
 - (iii) payment of 25% of Net Income resulting directly or indirectly from the Commercialization in any manner whatsoever of Intellectual Property, except for Multi-Media Course-ware that has been licensed or acquired by the University under clause 5.7 of this article.

5.10 Distribution of University Share of Revenue. The University's share of revenue pursuant to clause 5.9 of this article shall be distributed in consultation between the Academic Vice-President and Provost and the St.FXAUT. The Academic Vice-President and Provost shall notify the St.FXAUT of the receipt of any University share of revenue available for distribution. Unless these parties agree in writing to a different distribution of the University's share of revenue, within thirty (30) days of the said notification, the distribution shall be as follows,

- a) 35% of a fund for the enhancement of the University's academic and research programs to be administered by the Academic Vice-President and Provost;
- b) 25% to the Faculty, Department or other unit with which the Intellectual Property Creator(s) was associated at the time the work giving rise to the Intellectual Property was carried out; of which 10% shall be used for the work or facilities of the Intellectual Property Creator(s) or of the Intellectual Property Creators' research team; and
- c) 40% to the University's General Revenue Fund.

5.11 Spin-off Companies. In the event that the Intellectual Property is exploited for commercial gain through a spin-off company, the amount payable under clause 5.8 (f) or 5.9 (c) (iii), as the case may be, shall be in addition to any compensation relating to any share of equity in the spin-off company held by the Intellectual Property Creator and/or the University, as the case may be, for involvement in the creation and operation of the spin-off company.

5.12 Faculty Member's Right to Representation. In all discussions and negotiations with the University contemplated by this clause, the Intellectual Property Creator(s) shall have the right to have a colleague or other representative (who shall be identified by name and professional affiliation) present, provided that it shall be the responsibility of the Intellectual Property Creator(s) to ensure that the colleague or other representative complies with any applicable provisions regarding confidentiality that apply to the Intellectual Property Creator(s) and the University in the particular instance. Any cost associated with such representation shall be borne by the Intellectual Property Creator.

6.0 **Intellectual Property Arising from Contract Arrangements**

6.1 **Restriction.** No Faculty member shall enter into a direct contractual relationship with a body or bodies external to the University where the contract places the Faculty member under any obligation to generate Intellectual Property as part of his or her academic responsibilities or to generate Intellectual Property using University facilities or resources. This provision does not restrict the right of a Faculty member to collaborate with researchers from other institutions in normal collaborative projects and grants, in accordance with the provisions of clause 7.

6.2 **Contract Arrangements to be in University's Name.** The University may, at a Faculty member's request or with a Faculty member's permission, enter into a Contract Arrangement with an external party on the Faculty member's behalf.

6.3.1 **Terms of Contract Arrangement.** The terms of the Contract Agreement shall be agreed upon by the Faculty member, the University, and the external party.

6.3.2 **Intellectual Property Terms.** The Contract Arrangement shall specify the extent to which the Faculty member, the University, the external party, and any other participants in the research own or have other rights in any Intellectual Property created under the Contract Agreement and shall specify which party shall have the right to protect the Intellectual Property and exploit it for commercial gain.

6.3.3 **Publication Restrictions to be in Contract Arrangement.** The Contract Arrangement shall specify any period of time that must elapse before any of the participants in the Contract Arrangement may publish or otherwise disclose any Intellectual Property created under the Contract Arrangement; this period of time including all extensions, shall not exceed six (6) months, unless all of the parties agree to a longer period not to exceed one (1) year in the aggregate.

6.4 **Faculty Member Right to Representation.** The provisions of clause 5.12 apply to any discussions and negotiations between the University and a Faculty member relating to any Contract Arrangement, with only such changes as the context requires.

7.0 **Intellectual Property Arising from Collaborations Other Than Contract Arrangements**

7.1 **Inter-institutional Collaborations.** Any Faculty member entering into a research or other collaboration with any other Faculty member or with person external to the University, where there is no Contract Arrangement governing the collaboration, shall inform his or her collaborators that the provisions of this clause 7 apply to any Intellectual Property generated by the Faculty member as a result of the collaboration.

7.2 **Written Agreement Regarding Intellectual Property Ownership and Other Rights.** Where it is envisaged that the creation of Intellectual Property might occur as a result of a research or other collaboration described in clause 7.1 of this article, the Faculty member shall, at

the outset of the collaboration and with the agreement of all of the collaborators, establish, in writing, how the ownership of any Intellectual Property and any income generated therefrom shall be shared among them, taking into consideration each party's obligations to the University and to others.

7.3 **Written Agreement Following Creation of Intellectual Property.** Where such research or other collaboration in which a Faculty member has participated has resulted in the creation of Intellectual Property that was not envisioned, the Faculty member shall, with the agreement of all of the collaborators, establish, in writing, promptly, the matters described in clause 7.2 of this article, and having regard to the factors described in clause 7.2.

7.4 **Faculty Member Right to Representation.** The provisions of clause 5.12 shall apply to any discussions and negotiations between the University and a Faculty member relating to such written agreements between the collaborators, with only such changes as the context requires.

8.0 Estates

8.1 **Transferable Rights Pass on Death.** When a Faculty member or former Faculty member dies, any transferable rights or interests and the related obligations of the Faculty member under this article or under any agreement referred to in this article shall pass to his or her estate.

9.0 Intellectual Property Committee

9.1 **Creation.** The University and the Faculty members agree to create a standing Committee on Intellectual Property, which shall be composed of two (2) members appointed by the University and two (2) members appointed by the St FX AUT, with the chair alternating between the University's representatives and the Association's representatives at each successive meeting.

9.2 **Meetings.** The Intellectual Property Committee shall meet at least twice annually to:

- a) conduct routine business;
- b) consider proposals for modifications or changes in this article;
- c) make recommendations concerning the creation and maintenance of a positive University climate for the development and appropriate distribution of Intellectual Property including commercializable Intellectual Property; and,
- d) report annually on its activities to the Academic Vice-President and Provost, with a copy to the President of the St FX AUT

10.0 Specially Assigned Duties or Commissioned Works

- 10.1 Special Agreement. The development of materials or the creation of other work by a Faculty member as part of specially assigned duties or as a work commissioned by the University for use by the University and for third parties shall be governed by a special agreement between the Faculty member and the University, and the rights granted to a Faculty member under this article shall not extend to such materials or other work.
- 10.2 Contents. The special agreement shall be in writing, and shall specify which party has ownership of the materials or other work, the right to obtain statutory protection therefore, and the right to exploit it for commercial gain, and if applicable, how any Net Income from the exploitation thereof is to be shared between the University and the Faculty member.
- 10.3 Faculty Member's Right to Representation. The provisions of clause 5.12 shall apply to all discussions and negotiations between the University and a Faculty member relating to a special agreement respecting specially assigned duties/or commissioned works.

11.0 Materials Transfers

- 11.1.1 Agreement to Govern Transfers of Materials. Any transfer or exchange of results of research, biotechnology, and genetic engineering products and other materials between a Faculty member and other persons, institutions, organizations, or companies (whether or not for material consideration) shall be governed by a written Material Transfer Agreement between the University and the persons, organizations, institutions, or companies.
- 11.1.2 Approvals. The terms of the Material Transfer Agreement shall be approved by all such parties and the Faculty member.
- 11.1.3 Review and Signing by University. All such Material Transfer Agreements shall be provided by the Faculty member to the Industry Liaison Office for review and approval by the University and signing on the University's behalf by the Academic Vice-President and Provost or his/her designate.

12.0 Dispute Resolution

- 12.0.1 Mediation. Any dispute between (a) Faculty member(s) and the University to which the Academic Vice-President and Provost is not a party and which arises solely from the application of the provisions of this clause regarding calculation and distribution of Net Income or the obligations the University or (a) Faculty member(s) under this article (including but not limited to obligations concerning the Commercialization or rights in Intellectual Property) shall be referred to the Academic Vice-President and Provost or delegate who shall attempt to mediate between the parties. In such cases where the Academic Vice-President and Provost is a party to the dispute the President shall designate a mutually agreed upon University delegate to mediate between the parties.

12.0.2 Period of Mediation. Such mediation may continue for a maximum of thirty (30) days after the referral of the dispute.

12.2 Settlements to be in Writing. If the dispute is resolved through such mediation, the settlement shall be reduced to writing and countersigned by the Academic Vice-President and Provost and the parties within five (5) days of the resolution.

12.3.1 Arbitration. If any dispute between (a) Faculty member(s) and the University is not resolved through the application of sub-clauses 12.1.1 and 12.1.2 of this article, then the University or the Faculty member(s) may submit the dispute to arbitration by a single arbitrator as follows:

- a) the single arbitrator shall be agreed upon by the Faculty member(s) and the University within thirty (30) days of the date on which one party notifies the other that the process of arbitration under this clause is desired. If the Faculty member(s) and the University fail to agree upon a single arbitrator with the thirty (30) day period, then either party may give written notice and apply to the Supreme Court or a judge of the Court to appoint the arbitrator pursuant to the Arbitration Act. Such application shall request that the arbitrator so selected should be qualified by education and training to rule on the particular matter under dispute. The appointment of the arbitrator shall be conditional on the arbitrator's agreeing that his or her award shall be delivered in writing within sixty (60) days of the completion of the hearing (unless parties agree otherwise in writing) and that no account shall be rendered until the final award has been rendered;
- b) the arbitration shall be held in Antigonish, Nova Scotia;
- c) the award rendered by the arbitrator shall be final and binding;
- d) the arbitrator shall be empowered to determine all questions of law and fact and may grant injunctive relief, but has no jurisdiction to alter, amend, add or subtract from this article, or to render a decision inconsistent with its terms;
- e) the arbitrator may determine the proportion of the fees and expenses of the arbitrator to be paid by each party to the arbitration; failing such determination, the University and the Faculty member(s) shall each pay one half (50%) of the fees and expenses of the arbitrator. Such fees and expenses shall be Expenses as defined in clause 4.4 of this article.
- f) each of the Faculty member(s) and the University shall have the right to an advisor or legal counsel of his/her/its choice at any time during the arbitration procedure, provided that this shall not extend or delay the commencement or completion of the hearing or the delivery of the arbitration award by more than thirty (30) days, unless all parties agree in writing to a longer period;
- g) St FX AUT will be advised that the arbitration is taking place and, upon its termination, that the arbitration is terminated.

12.3.2 Review of Arbitration Procedure. The procedure outlined in clause 12.3.1 will have effect for a period of one year following the signing of this articles, and will continue in effect automatically from year to year unless the University or the St FX AUT provides prior

written notice to the other on or before June 1 in any year, that it requires the procedure to be reviewed. If such notice is given, the University and St FX AUT. shall meet to negotiate another method of dispute resolution, or an amendment to the arbitration procedure, as the case may be.

12.3.3 Any expenses incurred by a party to the dispute for the preparation of its own case and any other matter, shall be borne by the party.

13.0 **Policies Superseded by this Policy**

13.1 This Policy replaces the former Patents Policy in its entirety.

13.2 The Copyright Policy or the Policy on Software and Videos in their entirety.

14.0 A copy of this Article 2.11 shall be given by the Industry Liaison Officer to any Member at the beginning of negotiations over an Intellectual Property contract.

NOTE: With respect to any “Contract Arrangement” dealt with in clauses 2.1.2 and 6 of this Policy, see also Policy on Research Contracts **2.7.2**

Section 2 Appendix A: Faculty Salary Grid

	2009-2010	2010-2011	2011-2012
Lecturer			
1001	50,289	52,751	55,285
1002	52,355	54,878	57,473
1003	54,421	57,004	59,661
Assistant			
2001	58,580	61,308	64,114
2002	60,698	63,487	66,357
2003	62,815	65,665	68,598
2004	64,931	67,843	70,839
2005	67,048	70,021	73,080
2006	69,165	72,199	75,321
2007	71,281	74,377	77,563
2008	73,398	76,555	79,804
2009	75,515	78,733	82,045
2010	76,573	79,822	83,165
2011	77,631	80,911	84,286
2012	77,631	80,911	84,286
Associate			
3001	71,330	74,504	77,769
3002	73,604	76,844	80,177
3003	75,878	79,184	82,585
3004	78,152	81,524	84,993
3005	80,426	83,864	87,401
3006	82,701	86,204	89,809
3007	84,975	88,544	92,217
3008	87,249	90,884	94,625
3009	89,523	93,224	97,033
3010	91,797	95,564	99,440
3011	94,071	97,904	101,848
3012	96,345	100,244	104,256
3013	98,619	102,584	106,664
3014	100,893	104,924	109,072
3015	102,030	106,094	110,276
3016	102,030	106,094	110,276
3017	102,030	106,094	110,276

Full Professor

4001	90,002	93,788	97,684
4002	92,423	96,279	100,247
4003	94,843	98,769	102,810
4004	97,263	101,260	105,372
4005	99,683	103,750	107,935
4006	102,103	106,240	110,497
4007	104,524	108,731	113,060
4008	106,944	111,221	115,623
4009	109,364	113,712	118,185
4010	111,784	116,202	120,748
4011	114,204	118,692	123,310
4012	116,625	121,183	125,873
4013	119,045	123,673	128,436
4014	121,465	126,164	130,998
4015	123,885	128,654	133,561
4016	126,305	131,144	136,124
4017	128,726	131,144	136,124
4018	128,726	131,144	136,124

Section 2 Appendix B

Part-Time Instructor Grid

	Overload & P/T Faculty	On-Campus Intersession/Summer	Off-Campus Intersession/Summer
July 1, 2009	\$9,000	\$9,000	\$9,000
July 1, 2010	\$9,250	\$9,250	\$9,250
July 1, 2011	\$9,500	\$9,500	\$9,500

SECTION 3

LIBRARIANS

Article 3.0.1 ACADEMIC RIGHTS

- 1.0 A Librarian has the right to attend University faculty meetings as an observer (unless teaching), to serve on University committees, where eligible, to be included in all Faculty communications, and to attend academic functions including participating in the academic procession.

Article 3.0.2 LIBRARIAN RESPONSIBILITIES

Professional Responsibilities of Librarians

- 1.0 Librarians have certain rights, duties and responsibilities which derive from their practice as librarians and as members of the academic community and which reflect the rightful expectations of St. Francis Xavier University, the faculty members and the students.
- 2.0 Librarians have the duty to deal fairly and ethically with students and other members of the academic community, to avoid discrimination, to foster a free exchange of ideas and to refuse to practice or permit censorship, to respect the principles of confidentiality in a manner consistent with their academic role, to acknowledge their indebtedness to students and/or colleagues in relation to their own research, to uphold and to protect the principles of academic freedom, and to seek the highest possible standards. St. Francis Xavier University shall make every reasonable attempt to facilitate the work of Librarians.
- 3.0 The responsibilities of Librarians shall be determined by the University Librarian in consultation with the individual librarian. Librarian responsibilities require an appropriate combination of the exercise of:
- a) professional practice;
 - b) academic service; and
 - c) research, scholarly activity or other creative activities.

The pattern of these responsibilities may vary from individual to individual and from time to time, taking into account that for the majority of Librarians, the principal duties will be in the area of Professional Practice.

No work ordinarily assigned to a Librarian shall be performed by an employee not covered by this Agreement, except for those Library employees who are qualified by virtue of their education and training, who may, under the general supervision of Librarians, perform reference service duties otherwise carried out by Librarians.

3.1 Professional Practice

Librarian members have the obligation to perform at a high professional level in areas which contribute to the education and research mission of the Library and the University and to develop and maintain their overall competence including scholarship as well as their effectiveness as Librarians. Professional practice requires knowledge of and ability to apply the principles of librarianship such as: library instruction, information literacy, research consultation, information systems; acquiring, developing and maintaining library and archival holdings; and the provision of access to knowledge and information in a variety of formats. In addition, Librarians are expected to develop expertise in planning and managing various library services.

Whenever possible, there shall be prior consultation with Librarians on the assignment of duties and scheduling of public service desks. The assignment of duties for Librarians takes into consideration the needs of the Library/Archives and of the University and recognizes the professionalism of the individual. Once such duties or schedules have been assigned by the University Librarian or designate, it is the responsibility of Librarians to fulfill the assigned duties or schedule. It is the responsibility of the University Librarian to ensure the workload is fair and equitable.

3.2 The following description of Professional Practice should not be considered fully inclusive or exclusive. A Librarian may be engaged in from time to time and as assigned, the following:

- a) Developing, assessing and ensuring the Collection balance and development, preservation and effective access to materials in all formats. Setting standard procedures for the selection, acquisition and provision of access to the Archives' fonds and collections
- b) Bibliographic control, access to, and organization of, library materials. Performing original arrangement and description of materials in the Archives as necessary.
- c) Direction, planning, implementation & supervision of Library/Archival systems, databases and electronic resources
- d) Investigation, designing and implementation of new and developing services
- e) Providing research and research services, including reference assistance and research consultation, setting standards for the provision of the Library's and Archives reference and research services.
- f) Designing and delivering instruction and support to meet the information literacy and research needs of the University community. Performing instruction and training to meet Archives related research.

- g) Managing, planning, organizing, implementing and directing the delivery of services and managing staff.
- h) Liaison and collaboration with faculty members, students and community members.
- i) Taking lead roles as mentors, problem solvers and decision makers.
- j) Initiating and leading the implementation and evaluation of the Library's/ Archives' programs and services.

4.0 **Academic Service**

Consistent with their principal duties, Librarians have the right and responsibility to participate actively in the work of the University through active membership on appropriate bodies such as Library, Archives and University Committees where eligible. Librarians have the right, and are encouraged, to participate actively in the work of academic and professional associations, provided such activities do not interfere with their principal duties.

Academic Service involves such things as contributions to interdepartmental cooperation; internal and external activities related to the research and teaching functions of the University and to its vision of community research or the academic needs of the Library/Archives; and, contributions and initiatives in professional associations.

5.0 **Research, Scholarly or Creative Activity**

This involves the creation of new knowledge, and/or the creative use of existing knowledge, and/or the organization and synthesis of existing knowledge and/or creative expression, in the librarian's area of expertise.

- 5.1 Research, scholarly or creative activity within their area of expertise conducted by Librarians in the course of their duties shall have as primary objectives the increase of knowledge and understanding, and the improvement of the librarian's professional practice and scholarly competence.
- 5.2 Librarians have a responsibility for the proper use of resources provided for the purposes of research.
- 6.0 Librarians have an obligation to develop and maintain their competence and effectiveness in carrying out their duties within their area of expertise. They shall keep current on issues and trends as they affect the research or scholarly needs of the University community.
- 6.1 Librarians will from time to time and upon request by the University Librarian or University administration review the services provided against the needs of the University community and adapt these services as required.

Article 3.1 RECRUITMENT AND APPOINTMENT PROCEDURE

- 1.0 Each year, following consultation, in caucus, with the Librarians, the University Librarian shall determine the Library's staffing needs.
- 2.1 The University Librarian shall report, in writing, such needs to the Academic Vice-President and Provost by September 15.
- 2.2 Changes in Library staffing needs that occur after September 15 should be made known to the Academic Vice-President and Provost immediately.
- 3.1 The Academic Vice-President and Provost, after appropriate consultation, shall grant the University Librarian permission to advertise the position subject to budgetary approval.
- 3.2 The Academic Vice-President and Provost shall communicate the decision to the University Librarian by October 15 and if it is the intention to make a decision which does not follow the recommendation, the University Librarian will be informed, in writing, of the intended decision and the reasons for the decision.
- 3.3 A Librarian will be appointed for a part-time, or a limited term, or a probationary, or with the recommendation of the Librarian Promotion and Assessment Committee, a permanent appointment.
- 3.4 The parties recognize that it would not be in the best interest of the University if it were to offer term appointments automatically to all Librarians. However, the parties also recognize that the University requires the flexibility to make term appointments in certain cases. Therefore the parties agree that a Librarian will not be granted a limited term appointment unless
 - a) the vacancy which is being filled is a temporary vacancy, or
 - b) the person being appointed to fill the vacancy is not deemed suitable for a probationary appointment to the position being filled, in which case a search will be made for a candidate for a probationary appointment to commence at the end of the term appointment so made, or
 - c) the position which is being filled is a temporary position, or
 - d) there is a bona fide reason for making such an appointment.
- 3.5
 - a) Initial Limited term appointments of Librarians may be made for any length of term up to three (3) academic years.

- b) Librarians who hold limited term appointments shall be eligible to apply for another appointment, including another limited term appointment, which may arise for the following year. The total time a Librarian occupies limited term appointments may not exceed four (4) years.
 - c) Limited term appointments as sabbatical replacements are to be made for a term of less than one (1) academic year.
- 4.0 All Library plans for recruitment must have the Academic Vice-President and Provost's prior approval. The University Librarian shall be responsible for the co-ordination of the search for candidates.
- 4.1 Whenever the Library decides to hire a Librarian there shall be a search committee made up of the University Librarian and two Librarians elected by the Librarians and one member of the University Community, selected by the University Librarian.
- 4.2 Vacancies shall be advertised both internally and externally via hard copy and/or electronic means including professional journals and professional association web sites where appropriate. Such advertisements shall be drafted by the search committee and shall state the rank or range of ranks at which the appointment is to be made; the anticipated type of appointment; the general qualifications and responsibilities; as well as more specific duties which are relevant; an equity statement following Human Resources policies; and where appropriate the period of the appointment.
- 4.3 A copy of the advertisement shall be forwarded to the Association at the same time as it is submitted for publication, along with a list of the publications and distribution points to which it is being submitted.
- 5.0 The application and supporting documents of all candidates shall be made available to all members of the search committee and to all other Librarians except candidates for the position. Within ten (10) days of the deadline for the review of applications, the search committee shall select candidates to be invited to the campus for interviews.
- 5.1 The University Librarian shall arrange interviews. The University Librarian is responsible for ensuring that, insofar as the circumstances reasonably permit, the interview process will be the same for each candidate interviewed. Each candidate interviewed shall meet with all available members of the search committee and all other Librarians. Each candidate will also be given the opportunity to meet with the Director of Human Resources or designate and the Academic Vice-President and Provost.
- 5.2 The search committee shall decide on an appropriate mechanism for gathering opinions concerning candidates for the position.
- 5.3 The search committee, shall recommend a candidate for the position normally within 10 days of the final interview.

- 6.0 The University Librarian and the Academic Vice-President and Provost shall decide upon the rank, salary and type of appointment which is to be offered. If the Academic Vice-President and Provost does not intend to appoint the person recommended by the search committee, the search committee will be informed, in writing, of the intended decision and the reasons for the intended decision and will be given five (5) days for further input before the final decision is made.
- 6.1 If it be the intention to offer a candidate an appointment at a rank above that of Librarian II, the Librarian Promotion and Assessment Committee shall meet to discuss the proposed rank.
- 6.2 Similarly, if it is the intention to offer a candidate a permanent appointment, the Librarian Promotion and Assessment Committee shall meet to discuss the appointment.
- 6.3 The Librarian Promotion and Assessment Committee shall make its recommendations on permanent appointment to the President.
- 7.0 The University Librarian shall issue a written offer of appointment in the name of the Academic Vice-President and Provost.
- 7.1 The letter of appointment shall state explicitly:
- a) the rank at which the appointment is to be made;
 - b) the type of appointment, including its length;
 - c) the salary;
 - d) start-up grant, if any; release time, if any;
 - e) relocation expenses;
 - f) the pension and other fringe benefits available to the appointee.

The written offer shall also make explicit reference to the location in the Agreement where a Librarian's duties, rights, and privileges are specified. A copy of the Agreement and all subsequent letters of understanding (or a reference to the web site where the Agreement is located) shall be included with such letters.

- 8.1 After the receipt of a written acceptance from the proposed new Librarian, confirmation of the appointment shall be by means of a letter written by the Academic Vice-President and Provost, in the name of the President.
- 8.2 A copy of this letter shall be sent to the University Librarian.
- 9.0 The written offer of appointment and the written acceptance shall be in the possession of the proposed new Librarian and the University respectively before an appointment can take effect. A copy of the letter of appointment will be sent to the President of the Association.
- 10.0 Short term hires of less than 100 days required to fill unanticipated vacancies (e.g. sick leave replacements) will not be subject to the above recruitment procedures.

Article 3.1.1 RELOCATION EXPENSES FOR NEW APPOINTEES

- 1.0 When the University provides funds to assist newly appointed Librarians to relocate in Antigonish, it does so on the basis of economy class air fare to Halifax for the Librarian and his or her immediate family, plus an additional allowance for travel from Halifax to Antigonish.
- 2.0 If all the travel is by private motor car, then the lower of either the actual cost involved or the economy class airfare to Halifax will be provided.
- 3.1 The University also will contribute to the cost of moving household and personal effects.
- 3.2 Moving costs will be refunded against receipts, subject to the relevant maximum stated below [see 3.3, below].
- 3.3 The maximum support for relocation (including either the airfare and Halifax/Antigonish travel allowance, or the actual cost of private motor car travel) shall normally not exceed one-twelfth of the initial salary for a probationary or permanent appointment.
- 3.4 The amount of relocation for a Limited Term appointment shall be determined on a case by case basis by the University Librarian but shall normally not exceed one-twelfth of the initial salary.
- 3.5 Requests for reimbursements for relocation expenses must be made within a year from the date of the appointment.
- 4.0 The University will reimburse the cost of one house hunting trip for a new probationary or permanent appointee upon presentation of receipts for travel and hotel accommodations. Meal per diems will be paid at the current University rate. Normally a house hunting trip will include a member and his or her spouse or partner and be three days in duration.

Exceptions must be applied for before the trip is authorized by the Academic Vice-President and Provost.
- 5.0 Librarians resigning from a probationary or permanent appointment within twenty-four months of beginning employment will reimburse the University for the relocation assistance received on a pro-rated basis.

Article 3.1.2 RANK STRUCTURE

- 1.1 The University recognizes four Librarian ranks.
- 1.2 The four ranks are indicated below with the conditions and qualifications required for each.

2.0 **Librarian I**

2.1 This is the beginning career level. It assumes little or no professional experience.

2.2 A person appointed to this rank shall possess an ALA accredited Library Science degree or in the case of an archivist a relevant University degree in Archival Studies

2.3 No one shall remain in this rank more than five years, except in cases involving leave of absence [see 3.4.3].

3.0 **Librarian II**

3.1 This rank is one in which the Librarian achieves a competent level in professional practice. For initial appointment, it requires relevant experience as a professional Librarian.

3.2 A person appointed to this rank shall possess an ALA accredited Library Science degree or, in the case of an archivist, a relevant University degree in Archival Studies, and shall normally have a minimum of three years of full-time experience as a professional Librarian or Archivist.

3.3 Appointment to the rank of Librarian II will be granted only if a Librarian has demonstrated:

- a) that she or he has achieved a demonstrated record of satisfactory performance in professional practice (see 3.2. Evaluation of Librarians);
- b) That she/he has shown some evidence of scholarly / professional development; or Academic Service; or Research, Scholarly or Creative Activity.

4.0 **Librarian III**

4.1 This rank is normally a career rank. The rank requires demonstrated ability to perform at a high level in professional practice.

4.2 A person appointed to this rank shall possess an ALA accredited Library Science degree, or in the case of archivist a relevant University degree in Archival Studies, and shall normally have a minimum of five years of full-time experience at the Librarian II level or equivalent.

4.3 Appointment to the rank of Librarian III will be granted only if a Librarian has demonstrated:

- a) that she or he has a high level of professional practice and demonstrated ability to handle increased levels of responsibility. (see 3.2.1: 2.0.)
- b) that she/ he has demonstrable expertise at a satisfactory level in the area of Academic Service;
- c) that she/he has demonstrable expertise at a satisfactory level in the area of Research, Scholarly, or Creative Activity.

5.0 Librarian IV

- 5.1 This is the rank reserved for those who have made outstanding contributions to the Library, the University, or the professional community.
- 5.2 .1 Normally a person appointed to this rank shall possess the Doctorate degree or a second Masters degree in an area relevant to the Library's services and have a minimum of eight years at the previous rank.
- 5.2.2 The Librarian must submit evidence of a consistent high level of performance at the Librarian III rank and evidence of clearly superior performance in at least one of the following areas:
Academic activities, including scholarly endeavors; publication and teaching relevant to the library profession; excellence in service to the Library through significant contribution to its effectiveness, University service of significance; or a record of professional accomplishments widely recognized outside the University.
- 6.0 A Librarian's service to his or her academic/professional community or exceptional service to his or her community may be considered but not in place of any minimum requirement for appointment to a rank.

Article 3.1.3 TERMS OF APPOINTMENT

- 1.1 Academic librarians may be granted term, part-time, probationary or permanent appointments. Term or part time appointments are governed by clause 10 of this section.
- Unless otherwise specified in a letter of appointment, the initial appointment of a Librarian shall normally be probationary for a period of two years, subject to renewals for a further period of up to three years.
- 1.2 The maximum period of probationary appointments shall be five years, and at the end of such time, a permanent appointment is to be granted, or notice of termination of employment given.
- 2.0 At least six months before the expiry date of the applicable probationary period, a Librarian shall be notified that her or his appointment is being terminated, extended or confirmed.
- 3.0 During the fifth year of employment, (or earlier if requested by the University Librarian) the Librarian Promotion and Assessment Committee (LPAC) shall meet to review the performance of the Librarian holding a probationary appointment, using the criteria set out in **Article 3.2**, and make a recommendation to the President on the offering of a permanent appointment.

- 3.1 If an initial Appointment is a permanent appointment it must be approved by the LPAC.
- 4.0 Every letter of appointment or confirmation shall be addressed to the appointee and shall be signed by the Academic Vice-President and Provost.
- 5.0 The contract year for Librarians shall normally begin on September 1 and end on the following August 31.
- 6.1 Given the nature of the Librarians' profession, the scheduling of work time is to a certain extent governed by the demands of the Librarian's position. However, the expected norm shall be 70 working hours in any two-week period.
- 6.2 The University Librarian has the responsibility to schedule hours of work to ensure the required service levels are maintained.
- 6.3 Included in these hours shall be allowance for a minimum of one day's professional development time in any four-week period; the scheduling of this time is to be approved by the University Librarian.
- 6.4 Any evening and weekend shifts will be distributed fairly and equitably. A Librarian assigned a shift that is scheduled outside the hours of 8:00 and 17:00 hours Monday to Friday is entitled to equivalent release time. One holiday shift shall be equal to one and one-half (1 1/2) days release time. The release time shall be scheduled with and approved by the University Librarian by the end of each term if a block of time taken is greater than three (3) days in any month.
- 7.1 On completion of each year of continuous service, a Librarian is entitled to one month (22 working days) vacation on full salary.
- 7.2 In cases where the Librarian has less than one year of continuous service, the length of the vacation normally shall be pro-rated according to the months worked.
- 8.0 To protect the interests of the Library, the vacation period of each Librarian will be scheduled with the approval of the University Librarian.
- 9.1 To protect the interests of the Library, a Librarian who intends to resign is normally expected to give six months' written notice of such intention, but in any event, she or he shall give at least one month's written notice.
- 9.2 Monies owing to a Librarian may be withheld until any amounts owing to the University are settled.
- 9.3 No Librarian shall resign with an effective date after his/her full-time employment with another employer commences.
- 9.4 Employment may be terminated by mutual written agreement at any time.

- 10.0 Part-time appointments: If the requirements of the Library dictates, part-time or term appointments may be made. A part time appointment is one that is less than 75% of full time employment as a librarian. A part-time appointment is one in which the member's regular duties and responsibilities require some specified proportion of full-time employment. Part-time Librarians will be recruited and hired according to Article 3.1. Salary and other eligible benefits for a part-time Librarian shall be pro-rated according to the number of hours worked and shall be identified in the letter of appointment.
- 10.1 Initial part time appointments shall be up to one year's duration and may or may not be renewed at the discretion of the University Librarian.
- 10.2 Part time or term appointment Librarians shall participate in pension and other benefits if eligible.

Article 3.1.4 PERSONNEL FILE

- 1.1 Each Librarian shall have a Personnel File in which will be kept all the professional records appropriate to his or her employment.
- 1.2 These records include, but are not limited to salary and work history, disciplinary material, decisions and recommendations together with the reasons arising from personnel decision involving the Librarian, and any other documents pertinent to his or her appointment, permanence, promotion, and professional career.
- 1.3 These records may also include assessments that a Librarian and/or the University has sought (for example, from external colleagues, past or present students, publishers, editors, or granting agencies) when seeking renewal of a probationary appointment, advancement in rank, or grant of a permanent appointment.
- 1.3.1 a) A Librarian's file shall contain one copy of his or her curriculum vitae
b) A Librarian may submit an updated curriculum vitae to his or her file at any time
c) A Librarian shall submit an updated curriculum vitae for inclusion in his or her file
i) during the first year of employment
ii) accompanying and application for permanence, promotion or sabbatical leave
iii) in the first year of each new collective agreement.
- 1.4.1 When applying for renewal of a probationary appointment, advancement in rank, or grant of a permanent appointment, a Librarian may add to his or her file whatever materials he or she believes are relevant to that decision.
- 1.4.2 Once the Librarian's application has been adjudicated, these additional materials will be returned to him or her.

- 2.0 The Personnel File shall be kept in the Office of the Academic Vice-President and Provost. Copies of material held in the Personnel File may also be held in the office of the University Librarian.
- 3.0 It shall be the responsibility of each Librarian to keep his or her Personnel File up to date.
- 4.0 Each Librarian shall have the right of access, upon 24 hours notice, to the entire content of his or her Personnel File, with the exception of confidential information. The examination of the File shall be carried out in the presence of a person designated by the Academic Vice-President and Provost as appropriate. Librarians shall be required to provide identification before access to the file is granted. Librarians shall not remove the file or any of its contents from the office in which it is held.
- 5.1 Confidential information includes signed letters of reference or assessment, whether solicited by the Librarian or by the University and its employees with the explicit consent of the Librarian.
- 5.2 Confidential information shall be kept in the Personnel File in an envelope marked "Confidential."
- 5.3.1 Upon request, a Librarian may receive an inventory of the confidential material in his or her envelope.
- 5.3.2 Such an inventory must include the date and general subject of each item therein.
- 6.0 A Personnel File shall not contain anonymous material, except for evaluation surveys.
- 7.0 Librarians may have copies of any documents to which they have the right of examination.
- 8.1 The Librarian Promotion and Assessment Committee shall have access to all Personnel File documents, including confidential material, but excluding information related to salary.
- 8.2 None of the contents of the Personnel File shall be released or made available to any person without the consent of the Librarian, except when required:
 - a) for official University administrative purposes;
 - b) for grievance and arbitration purposes;
 - c) by this Agreement; or
 - d) by law.

Article 3.1.5 ADVANCEMENT IN RANK

- 1.0 Consistent with the qualification requirements of the rank concerned, all Librarians, whether notice of permanent appointment is given or not, shall be eligible to apply for advancement in rank. A Librarian shall ordinarily spend a minimum number of years in each rank before becoming eligible for the next higher rank. The minimum periods of service within each rank shall be as follows:
- Librarian I - three (3) years;
 - Librarian II - five (5) years;
 - Librarian III – eight (8) years
- 2.0 By November 1 the Academic Vice-President and Provost, as Chair of the Librarian Promotion and Assessment Committee, will send a reminder to Librarians that those who are about to complete the prescribed minimum of years in the rank of Librarian II or Librarian III [see 3.2.1] and who wish to be considered for advancement in rank must notify, in writing, the University Librarian of her/his intention to apply by November 7 and apply in writing to the Chair of the Librarian Promotion and Assessment Committee by December 1.
- 3.0 Any other Librarian seeking advancement in rank must notify, in writing, the University Librarian of her/his intention to apply by November 7 and apply, in writing, to the Chair of the Librarian Promotion and Assessment Committee by December 1.
- 4.0 Accelerated promotion may be sought by a Librarian on the grounds of exceptional professional competence and exceptional service to the University and the profession. A Librarian who seeks early consideration as an exceptional case shall notify, in writing, the University Librarian of her/his intention to apply by November 7 and apply in writing to the Chair of the Librarian Promotion and Assessment Committee by December 1. The application shall include a detailed rationale as to why early consideration is merited.
- 5.0 The procedures and criteria for evaluation that shall be used in the review of applications for advancement in rank are described in **Articles 3.2.1, 3.2.2, and 3.2.3** of this Agreement.

Article 3.1.6 PERMANENT APPOINTMENT

- 1.0 A permanent appointment is a means to an end in that it provides economic security and assurance of continued opportunities to teach and/or search for knowledge and provide for its free dissemination.

- 1.2 Academic freedom and economic security, i.e., holding a permanent appointment, are indispensable to the success of an institution of higher learning in fulfilling its obligations to its students and to society generally.
- 1.3 Librarians, therefore, should have a permanent appointment after the expiry of a specified probationary period.
- 2.0 The services of a Librarian may be terminated by: retirement, permanent disability, financial exigency or for cause [see 3.1.9, 3.1.9.1, 3.5, 1.14 and 1.16.5].
- 3.0 Librarians who are about to complete the maximum number of years service allowed for Probationary Appointments in the rank of Librarian I or Librarian II [see 3.1.3:1.2] will be reviewed automatically during the academic year preceding such completion of service in the probationary state. By November 1, the Academic Vice-President and Provost, as Chair of the Librarian Promotion and Assessment Committee, will send a reminder to those Librarians who are to be reviewed automatically that his or her review will be considered by the Librarian Promotion and Assessment Committee. It is the responsibility of a Librarian who will be considered for a permanent appointment in an academic year to ensure his or her Personal Dossier is complete by December 1.
- 4.0 Any other Librarian seeking grant of a permanent appointment must notify the University Librarian, in writing, by November 7 of her/his intention so that the University Librarian can write a letter for inclusion in the dossier [see 3.2.3.2: 3.0]
- 5.0 Any other Librarian seeking grant of a permanent appointment must apply, in writing, to the Academic Vice-President and Provost by December 1. A Librarian may only be considered once for a permanent appointment.
- 6.0 The procedures and criteria for evaluation which shall be used in the review of applications for a permanent appointment are described in **Article 3.2** of this Agreement.

Article 3.1.7 RENEWAL OF A PROBATIONARY APPOINTMENT

- 1.0 A Librarian holding a Probationary Appointment shall be evaluated according to the criteria and procedures established in the relevant clauses of **3.2** of this Agreement.
 1. Following the evaluation of a Librarian who is in the final year of a Probationary Appointment but who has not applied for a permanent appointment, the University Librarian and the Academic Vice-President and Provost shall meet to determine, on the basis of the information provided, whether the Librarian will, or will not, be offered a renewal of his or her Probationary Appointment.

2. Notice of the decision regarding renewal shall be given, in writing, to the Librarian by the University Librarian.
3. Such notice shall be given by February 28.

Article 3.1.8 ACADEMIC ADMINISTRATIVE APPOINTMENTS⁸

- 1.0 An individual who holds a permanent appointment in the Library at the time of appointment to an academic administrative position retains the right to return to the regular Library staff upon retirement from the administrative position, assuming that she or he has not yet reached normal retirement age [see 3.5].
- 2.0. Unless otherwise stated in the letter of appointment, Librarians who are eligible for permanent appointment, or promotion, but who are excluded from the bargaining unit because of their positions shall be assessed with respect to permanent appointment or promotion on the same basis as Librarians who are in the bargaining unit.
- 3.1 The salary of Librarians who accept an academic administrative appointment shall be determined by the rules for determining salary for all Librarians.
- 3.2 Librarians who are appointed to an academic administrative position shall additionally be paid an “administrative stipend” negotiated annually between the President and the appointee.
- 4.0 Time spent in an academic administrative position shall be deemed equivalent service for all appropriate purposes of this Agreement except for years of service required for Sabbatical Leave [see 3.4.1].
- 5.0 The President may grant Administrative Leave to an academic administrator immediately after she or he has completed at least one full term in an administrative office [see 3.4.2].

Article 3.1.9 TERMINATION OF EMPLOYMENT

- 1.0 A Librarian holding a Part-Time, Limited Term, Probationary, or Permanent Appointment may have it terminated,⁹ in term, for any one of the following reasons:

⁸ For the purposes of this section of this Agreement, an ‘academic administrative position’ shall refer to the position of President, Academic Vice-President and Provost, University Librarian, and the Deans of Faculty.

⁹ In this section the word ‘terminated’ does not mean, nor should it be confused with, non-renewal of either a Limited Term or a Probationary Appointment.

2.0 **Permanent Disability**

2.1 Permanent disability of the Librarian to an extent that renders fulfilment of normal academic duties impossible.

2.2 In this case, the provisions of the University's Long Term Disability Plan would take effect [see 1.16.5].

3. **Financial Exigency or Program Redundancy**

3.1 Inability of the University to continue the appointment due to financial exigency or program redundancy [see 2.1.9.1].

4.0 **Dismissal for Cause**

4.1.1 A Librarian holding a Part-Time, Limited Term, Probationary, or Permanent Appointment may be dismissed for cause for any one of the following three reasons: professional incompetence, extended refusal to perform contracted academic duties, or moral turpitude.

4.1.2 If the charge of moral turpitude arises from a charge of sexual harassment, this case will be dealt with, in the first instance, following the procedures outlined in the Sexual Harassment Policy & Procedures. If the Sexual Harassment Formal Hearing Panel recommends that the Librarian be dismissed, this recommendation must be referred to the Librarian Promotion and Assessment Committee by the University President for a formal dismissal procedure (see 4.2.1 - 4.5 below).

4.1.3 If the charge of professional incompetence arises from a charge of research misconduct, this case will be dealt with, in the first instance, following the procedures outlined in the Integrity in Research Policy & Procedures. If the Committee on Research Integrity recommends that the Librarian be dismissed, this recommendation must be referred to the Librarian Promotion and Assessment Committee by the University President for a formal dismissal procedure (see 4.2.1 - 4.5 below).

4.2.1 In a case where a Librarian is being considered for dismissal for cause, the University has the right to suspend him or her immediately from all Librarian duties, pending disposition of the case.

4.2.2 In such circumstances, however, full salary shall be paid until final disposition.

4.3.1 Dismissal for cause of a Librarian shall be by means of a formal dismissal procedure.

4.3.2 A Librarian may waive the right to a formal hearing, in which case the University shall have the right to make and announce its decision.

- 4.4.1. When there appear to be grounds for dismissal for cause, the Academic Vice-President and Provost shall be charged with the responsibility of initiating the dismissal procedure and carrying it forward to completion.
- 4.4.2 Notice, in writing, shall be given to the Librarian of all the charges against him or her and the Librarian Promotion and Assessment Committee shall be convoked within 30 days of such notice to hear the case. At such hearing the Academic Vice-President and Provost shall be neither Chair, nor shall she or he vote.
- 4.4.3 The Librarian shall have the right to be present, with or without counsel, and to present and to cross-examine witnesses.
- 4.5 Within 48 hours of the conclusion of the hearing, the Committee shall send to the President, in writing, its recommendation(s) and, within 48 hours of receiving the recommendation(s) of the Librarian Promotion and Assessment Committee, the President shall convey, in writing, to the Librarian his or her decision and the reason(s) therefore.
- 5.0 The procedure governing an appeal against a decision to terminate employment is described in **Article 1.7**.

Article 3.1.9.1 FINANCIAL EXIGENCY

As per Faculty agreement section **2.1.9.1**, with the following exceptions:

- 1.0 All of the provisions in Article **2.1.9.1** governing Financial Exigency apply to Librarians in the same way that they apply to Faculty members. Thus, when considering the case of Financial Exigency as it applies to Librarians, see Article **2.1.9.1**, except where the latter uses the term 'Faculty member,' read 'Librarian,' and where **2.1.9.1** uses the terms 'Tenured' or 'Tenured Appointment,' read 'Permanent' or 'Permanent Appointment.'

Article 3.2 EVALUATIONS

- 1.0 The University Librarian shall meet with all new Librarians early in their first academic year, at which time the University Librarian will explain the University's expectations in the areas that will be used to evaluate applicants for the renewal of a term, probationary appointment, advancement in rank, or grant of a permanent appointment. The University Librarian will provide an annual performance review for the purpose of assisting the candidate in his/her academic career.

Article 3.2.1 EVALUATION CRITERIA

- 1.0 In recognizing and assessing professional competence, the following factors shall be taken into account:
- a) Professional Practice
 - b) Academic Service
 - c) Research, Scholarly or Creative Activity

The factors are listed in descending order of importance.

2.0 Professional Practice

- 2.1 The primary criterion for permanence and promotion in rank for Librarians shall be the ability to perform at a high professional level in areas which contribute to the education and research mission of the Library and the University. These criteria in the following areas are dependent on the level and specific responsibilities of the librarian

- a) Creation, maintenance and evaluation of programs/services
- b) Overall planning, evaluation and management of library and/or archive collections including: Selection, acquisition and disposal of information resources
- c) Creation and maintenance of access for information resources
- d) Planning, evaluation and provision of reference, research, instruction and advisory services
- e) Planning, evaluation and provision of electronic and/or emerging services- such as digitization and reference on-line services
- f) Demonstrated competence in business/management skills
- g) Demonstrated competence in interpersonal skills

- 2.2 Factors which determine professional practice include, but are not limited to:

- a) The demonstration of judgment, initiative and the ability to communicate and interact effectively; to work constructively; and in the interests of the Library and the University in general.
- b) The effective fulfilment of the duties and responsibilities of the Librarian's position based on standard practice of the profession;
- c) The ability to instruct students and faculty on library services and information literacy, as appropriate.
- d) The application of knowledge applied within the position in an effective and efficient manner on an on-going basis

- 2.3 In evaluating effectiveness of professional practice of a Librarian, the LEC (Librarian Evaluation Committee) shall use three or more of the following methods:

- a) Instructional classroom visits or service shadowing,
- b) Interviewing advanced students (i.e. 3rd or 4th year honors students and/or graduate students). In the case of an Archivist, feedback from campus departments and/or clientele, may be used.
- c) The comparison to standard competency profiles as provided by national or international bodies such as ACRL(American College & Research Library) or in the

- case of an Archivist, the CHRC (Cultural Human Resources Council) Canada
- d) Review of relevant material supplied by the librarian,
 - e) Where applicable, seeking advice from colleagues within the University and beyond.

3.0 **Academic Service**

- 3.1 This includes contributions to interdepartmental cooperation and management of and planning for the Library and includes internal and external activities related to the research and teaching functions of the University and to its vision of community service.
- 3.2 Factors which may be considered include, but are not limited to:
 - a) participation and collaboration in Library and University committees and initiatives;
 - b) development and / or successful implementation of innovative Library systems or services;
 - c) transfer of information gained at conferences and workshops.
 - d) representing the University Library and/or University at regional, national and international conferences or with community organizations
 - e) development of a depth and breadth of knowledge which supports a genuine contribution to research efforts at the University;
 - f) Contributions and initiatives at a leadership or scholarly level in professional associations.

4.0 **Research, Scholarly, and Creative Activity**

- 4.1 Librarians may contribute to the field of library and information science through research, scholarly work and other creative activity. Such activity should be taken into account in assessment for promotion.
- 4.2 Factors which may be considered include, but are not limited to:
 - a) research, scholarship, and critical, creative, professional or developmental work
 - b) The dissemination of such work through publication, demonstration, presentation or other means appropriate to the discipline
 - c) editorial, reviewing and refereeing duties;
 - d) scholarship as demonstrated by advanced study and research in library and information science and/or subject specialization.

Article 3.2.2 AGENTS OF EVALUATION

Article 3.2.2.1 LIBRARIAN EVALUATION COMMITTEE (LEC)

- 1.0 The Librarian Evaluation Committee (LEC) is a Standing Committee of the Library charged with the responsibility of reviewing and making recommendations to the University Librarian on: renewal of Librarians holding probationary appointments and to

the Librarian Promotion and Assessment Committee (LPAC) on candidates for promotion and permanent appointment.

- 2.0 The membership of the Librarian Evaluation Committee shall consist of two Librarians and one faculty member, all elected by the Librarians (excluding the University Librarian). Members of the committee shall serve two year (initially staggered) terms.
- 3.0 A member of the Librarian Evaluation Committee shall resign from that Committee when:
 - a) her or his case is being considered; or
 - b) she or he is sitting, or has sat, on a second committee (for example, a sexual harassment committee) which has submitted a report pertaining to an applicant under consideration; or
 - c) she or he feels there is a conflict of interest.
 - d) the LEC Chair or University Librarian shall request the resignation if conflict of interest is perceived to exist.
- 4.0 A new member will be elected by the Librarians (excluding the University Librarian) when one of the members of the Librarian Evaluation Committee resigns.
- 5.0 One of the Librarian members of the Librarian Evaluation Committee shall be selected to act as Chair of the Committee.
- 6.0 The Librarian Evaluation Committee shall follow the Evaluation Criteria [see 3.2.1] in their review of candidates for appointment renewal, permanent appointment and promotion.
- 7.0 In assessing a Librarian's performance the Librarian Evaluation Committee shall base its findings on the criteria and include in its report:
 - a) a statement of the scope of the assessment and the sources of information used;
 - b) a summary of the information gathered; and
 - c) an analysis of the information gathered and the results of the assessment. The results must be evidentiary in basis, including references, quantity and quality of service work etc. Details on nature of publication, nature of collaborations including level of contribution and level of peer review for conference presentations must be included in those cases in which research output is to be considered.

The Committee is asked to refrain from language in this evaluation that is offensive or degrading to the candidates.

- 8.0 The Librarian Evaluation Committee shall have access to all relevant material in the Personnel File, except salary information, [see 3.1.4] of any individual whose case it is considering.
- 9.0 An individual whose case is being considered by the Librarian Evaluation Committee has the right to appear before the Committee to state her/his case succinctly and to respond to such questions as members of the Committee may wish to ask.

Article 3.2.2.2 LIBRARIAN PROMOTION AND ASSESSMENT COMMITTEE (LPAC)

- 1.0 The Librarian Promotion and Assessment Committee (LPAC) is a standing University committee charged with the responsibility of making recommendations to the President on permanent appointments, termination of appointments and the advancement in rank of Librarians.
- 2.0 The membership of the Librarian Promotion and Assessment Committee shall consist of: the Academic Vice-President and Provost; the University Librarian; one Librarian elected by the Librarians (excluding the University Librarian) for a two-year term; and, one Academic Librarian chosen annually from another post-secondary institution from those nominated by the Librarians, recommended by the University Librarian, and appointed by the Academic Vice-President and Provost.
- 2.1 A second Librarian from St. Francis Xavier University shall be elected annually by the Librarians (excluding the University Librarian) to serve as an alternate member of the committee.
- 3.0 A member of the Librarian Promotion and Assessment Committee shall resign from that Committee when:
 - a) her or his case is being considered; or
 - b) she or he is sitting, or has sat, on a second committee (for example, a sexual harassment committee) which has submitted a report pertaining to an applicant under consideration; or
 - c) she or he feels there is a conflict of interest or
 - d) the Chair or University Librarian shall request the resignation if a conflict of interest is perceived to exist.
- 4.0 In the case where a member of the Librarian Promotion and Assessment Committee resigns from that Committee, the alternate Librarian will take that member's place on the Committee.
- 5.0 The Academic Vice-President and Provost shall act as Chair of the Librarian Promotion and Assessment Committee.
- 6.0 The Academic Vice-President and Provost or his or her designate shall assemble all appropriate documentation for the Committee and shall be responsible for calling meetings as required.
- 7.0 The Librarian Promotion and Assessment Committee shall follow the Evaluation Criteria [see 3.2.1] in their review of candidates for permanent appointment, promotion, or termination.
- 8.0 The Librarian Promotion and Assessment Committee shall have access to all relevant material in the Personal Dossier, except salary information, [see 3.1.4] of any individual whose case it is considering.

- 9.0 An individual whose case is being considered by the Librarian Promotion and Assessment Committee has the right to appear before the Committee to state her/his case succinctly and to respond to such questions as members of the Committee may wish to ask.

Article 3.2.3.1 EVALUATION OF LIBRARIANS HOLDING PROBATIONARY APPOINTMENTS¹⁰

- 1.0 The performance of a Librarian holding a Probationary Appointment shall be reviewed each year (in the manner specified below), with the exceptions of the first year of the initial appointment and the year in which he or she will normally be considered for grant of permanent appointment [see **3.1.3**].
- 2.0 In each year that the performance of a Librarian holding a Probationary Appointment is to be reviewed, the University Librarian shall request the Librarian Evaluation Committee to submit an evaluation of the individual [see **3.2.2.1**].
- 3.0 The University Librarian shall make such a request to the Librarian Evaluation Committee by October 15.
- 4.0 It is the responsibility of a Librarian who will be considered for renewal of a Probationary Appointment to ensure his or her Personal Dossier is complete by November-1 and to provide such information concerning professional activity as may be requested by the Librarian Evaluation Committee.
- 5.0 By November 15, the Librarian Evaluation Committee shall submit its written evaluative report and recommendation to:
- a) the University Librarian; and,
 - b) the Librarian being evaluated.
- 6.0 The University Librarian in consultation with the Academic Vice-President and Provost will make a decision concerning the renewal or non-renewal of a Probationary Appointment [see **3.1.7**]. Subsequently, the University Librarian shall meet with the Librarian to discuss his or her performance.
- 7.0 The meeting shall occur by January 31.
- 8.0 The meeting shall be followed, by February 28, by a letter from the University Librarian to the Librarian, summarizing the points raised.

¹⁰ In the case of cross-appointments, the provisions of 3.2.3.1, 3.2.3.2, and 3.2.3.3 shall be understood to apply to all departments and/or programmes concerned.

- 9.0 The verbal and written reviews of a University Librarian of the performance of a Librarian holding a Probationary Appointment may not be construed as a guarantee of future decisions.

Article 3.2.3.2 EVALUATION OF LIBRARIANS SEEKING PERMANENT APPOINTMENT

[see 3.1.3 and 3.1.6].

- 1.0 A Librarian who has applied for permanent appointment, or who is eligible for permanent appointment by reason of the criteria in 3.1.3, shall be evaluated by the Librarian Evaluation Committee for the purpose of making a recommendation to the Librarian Promotion and Assessment Committee.
- 2.0 In the case of each Librarian being considered for permanent appointment in a given academic year, the Academic Vice-President and Provost, as Chair of the Librarian Promotion and Assessment Committee, shall request by December 7 that the Librarian Evaluation Committee provide such evaluations.
- 3.0 By December 1, the University Librarian shall provide a letter that shall be included in the personnel file and copied at the same time to the candidate. The letter from the University Librarian shall concern itself with the candidate's fulfillment of the criteria for permanency and shall include a recommendation. The University Librarian shall write his or her letter based on his/her knowledge of and interaction with the candidate insofar as they are relevant to the responsibilities and criteria as provided in this agreement.
- 4.0 By December 21, the Librarian Evaluation Committee shall submit its written evaluative report and recommendation to:
- a) the Chair of the Librarian Promotion and Assessment Committee; and,
 - b) the Librarian being evaluated.
- 5.0 It is the responsibility of a Librarian who will be considered for grant of permanent appointment in an academic year to ensure his or her Personal Dossier is complete by December 1 and to provide such information concerning professional activity as may be requested by the Librarian Promotion and Assessment Committee or by the Librarian Evaluation Committee.
- 6.0 It is similarly the responsibility of a Librarian who will be considered for grant of permanent appointment in an academic year to provide the Librarian Promotion and Assessment Committee and the Librarian Evaluation Committee with sufficient information to demonstrate that the other criteria of evaluation [see 3.2.1] have been satisfied at an acceptable level.

- 7.0 The Librarian Promotion and Assessment Committee shall make its recommendation regarding the grant of permanent appointment to the President by January 15.
- 8.0 The President shall normally communicate his or her decision regarding grant of permanent appointment to the applicant by January 31.
- 8.1 Simultaneously the President shall send notification to the Office of the Academic Vice-President and Provost.

**Article 3.2.3.3 EVALUATION OF LIBRARIANS SEEKING
ADVANCEMENT IN RANK**

[see 3.1.2 and 3.1.5]

- 1.0 A Librarian who has applied for advancement in rank shall be evaluated by the Librarian Evaluation Committee for the purpose of making a recommendation to the Librarian Promotion and Assessment Committee.
- 2.0 The Academic Vice-President and Provost, as Chair of the Librarian Promotion and Assessment Committee, shall request by December 7 that the Librarian Evaluation Committee provide such evaluation.
- 3.0 By December 1, the University Librarian shall provide a letter that shall be included in the personnel file and copied at the same time to the candidate. The letter from the University Librarian shall concern itself with the candidate's fulfillment of the criteria for advancement and shall include a recommendation. The University Librarian shall write his or her letter based on his/her knowledge of and interaction with the candidate insofar as they are relevant to the responsibilities and criteria as provided in this agreement.
- 4.0 By December 21, the Librarian Evaluation Committee shall submit its written evaluative report and recommendation to:
 - a) the Chair of the Librarian Promotion and Assessment Committee; and,
 - b) the Librarian being evaluated.
- 5.0 It is the responsibility of a Librarian who will be considered for advancement in rank to ensure his or her Personal Dossier is complete by December 1 and to provide such information concerning professional activity as may be requested by the Librarian Promotion and Assessment Committee or the Librarian Evaluation Committee.
- 6.0 It is similarly the responsibility of a Librarian who will be considered for advancement in rank in an academic year to provide the Librarian Promotion and Assessment Committee

and the Librarian Evaluation Committee with sufficient information to demonstrate that the other criteria of evaluation [see 3.2.1] have been satisfied at an acceptable level.

- 7.0 The Librarian Promotion and Assessment Committee shall make its recommendations regarding advancement in rank to the President, by February 15.
- 7.1 The President shall normally communicate his or her decision regarding advancement in rank to the applicant by February 28.
- 7.2 Simultaneously, the President shall send notification to the Office of the Academic Vice-President and Provost.

Article 3.3 ANNUAL REPORT

- 1.0 Each librarian shall submit to the University Librarian a copy of an Annual Report of professional activities by May 15 of each year.
- 2.0 The Annual Report shall include a statement of activities for the period from the previous May 1 to April 30.
- 3.0 The Annual Report, which shall be completed on a standardized form supplied by the University Librarian, shall include the following information:
 - (a) library responsibilities;
 - (b) academic and community service within the University;
 - (c) scholarly and/or professional activity.
 - (d) goals and objectives for the upcoming year
- 4.0 The University Librarian may use information from the Annual Report in compiling an Annual Report for the University Library.
- 5.0 A librarian shall include copies of her or his Annual Report in the Personal Dossier.

Article 3.4.1 SABBATICAL LEAVE

- 1.0 The University recognizes the importance of granting periodic Sabbatical Leave to full-time Librarians.
- 2.0 Sabbatical Leaves are granted to enable individuals to further their scholarship and instructional capacity through study, writing, or other approved academic pursuits.
- 3.1 Because sabbatical leave involves a variable financial commitment, the number of such leaves granted in any one year is subject to budgetary considerations. If the number of

applicants recommended for sabbatical leave by the University Council for Research exceeds the budgetary limitations, a decision on priorities will be made by the Academic Vice-President and Provost in consultation with the University Librarian.

- 3.2 In the event a Librarian applies for and is otherwise qualified for a sabbatical leave but the leave is not granted because of the application of the provisions of Article 3.1, that Librarian's application shall receive priority consideration the following year. It is the Librarian's obligation to initiate a new request for a sabbatical leave when the previous request has been either deferred or refused.
- 3.3 Librarians are encouraged to apply for external fellowships for their sabbatical leave. If such external fellowships are awarded, a reduction in the University support shall not be made.
- 3.4 In general during the leave period, a Librarian shall not accept paid outside employment other than that which contributes to the Librarian's professional development. He/she may, however, apply for and may receive permission to undertake suitable limited paid work (teaching, research, or other).
- 4.1 The University Council for Research (UCR) shall:
 - a) review and make recommendations on all applications for Sabbatical Leave based on the academic and scholarly information provided under 3.4.1:14; and
 - b) maintain records of Sabbatical Leave applications and reports.
- 4.2 For the purpose of deciding on Sabbatical Leave applications, the quorum of the UCR shall be five members, of whom four must be elected members. When reviewing applications for Sabbatical Leaves from Librarians, the University Librarian shall be included as a voting member of the University Council for Research.
- 4.3 In making their recommendations for Sabbatical Leave, members of the UCR shall not participate in that Committee's deliberations when they are in a potential conflict of interest.
- 5.0 To be eligible to apply for Sabbatical Leave, a Librarian shall:
 - a) hold a Permanent Appointment;
 - b) be expected and be able to return to the University to normal professional duties for at least one year following the leave;
 - c) have an ongoing research programme that is productive or shows promise of being productive;
 - d) not be seeking Sabbatical Leave for the purpose of study towards a graduate degree, conducting personal business, performing consulting services, or of full-time employment elsewhere; and,
 - e) have worked a sufficient number of terms at the University to be eligible [see 9.1-9.3, below].
 - f) not have been on leave the year prior to the year which the sabbatical is to be taken.

- 6.0 Sabbatical Leaves may be delayed on reasonable administrative grounds although not for more than two years.
- 7.1. Academic status, salary increments, and full pension and insurance benefits will be maintained while a Librarian is on Sabbatical Leave.
- 7.2. The Librarian's Sabbatical Leave salary will be paid during the leave period [see 8.2 and 8.3, below].
- 7.3. Sabbatical Leave remuneration will be eighty-five percent of the Librarian's full salary for the period of the Leave for full-year sabbaticals and half-year Sabbaticals taken after three years of normal duties. Sabbatical Leave remuneration will be one hundred (100) percent of the Member's full salary for half-year Sabbaticals taken after six (6) year of normal duties.
- 8.1 Sabbatical Leaves may be granted for a full or a half year but Sabbatical Leaves shall not be granted for successive years.
- 8.2 A full-year Sabbatical Leave will be for the period July 1 through June 30.
- 8.3 A half-year Sabbatical Leave may be taken for the period January 1 through June 30 or for July 1 through December 31.
- 9.1 To be eligible for a full-year Sabbatical Leave, at eighty-five (85) percent, an individual must have accumulated credit for six years of normal duties in a continuing appointment.
- 9.2 To be eligible for a half-year Sabbatical Leave, at eighty-five (85) percent, an individual must have accumulated credit for three years of normal duties in a continuing appointment.
- 9.3 To be eligible for a half-year Sabbatical Leave, at one hundred (100) percent, an individual must have accumulated credit for six years of normal duties in a continuing appointment.
- 10.0 If a Librarian has accumulated credit for more years than are required for a Sabbatical Leave, a maximum of six of those extra terms may be used toward a future Sabbatical Leave. Any additional credit accumulated as a result of a delay of sabbatical leave for administrative reasons shall be in addition to the maximum accumulation noted above.
- 11.0 An individual will not normally be granted Sabbatical Leave for two successive fall or winter terms.
- 12.0 When there are multiple half-year Sabbatical Leave applications, the specific terms in which they shall be eligible to be taken will be decided by the University Librarian, in concert with all sabbatical applicants, so as to equally apportion the half-year Sabbatical Leaves over the full academic year.

- 13.0 During the period that a Librarian is on Sabbatical Leave, he or she is expected to resign as an elected member of any University Committee or body. He or she will not be expected to attend meetings of the Library or Faculty, or vote on issues related to any of the above.
- 14.0 **Procedure for the Application for and Granting of Sabbatical Leave.**
- 14.1 Librarians who are eligible for Sabbatical Leave and requesting a Sabbatical Leave shall make an application to the Chair of the University Council for Research, with a copy to the University Librarian, by August 1 of the year preceding the year in which the Leave is to be undertaken. The application shall include the dates of an intended Sabbatical Leave, current Curriculum Vitae and a Sabbatical Leave project proposal which demonstrates to the satisfaction of the University Librarian and the Council that the Leave will be of sufficient scholarly contribution to justify its being granted.
- 14.2 The University Librarian shall also provide the Academic Vice-President and Provost with a plan for replacement of the sabbaticant by September 1.
- 14.3.1 If there is more than one application, the University Librarian, shall rank order the applications.
- 14.3.2 The University Librarian's recommendation or ranking shall be based on his or her assessment of the academic merit of the applications and on Library needs, in particular relating to staffing.
- 14.4 In the instance that the University Librarian makes a negative recommendation to the Academic Vice-President and Provost, he or she shall specify in writing the primary reason for that negative recommendation.
- 14.5 The University Council for Research shall make recommendations on Librarian sabbatical applications to the University Librarian by October 15.
- 14.6 After consultation with the University Librarian, the Academic Vice-President and Provost shall give final approval of sabbaticals by November 15.
- 14.7 In the event that an application for Sabbatical Leave is denied, the Academic Vice-President and Provost shall specify in writing the primary reason for that denial, that is, whether the leave has been denied because the applicant is ineligible or because the proposal has insufficient academic merit, or whether the Leave has been delayed on administrative grounds (e.g., for staffing or budgetary considerations). [See clause 6.0, above].
- 15.1 A Librarian who wishes to withdraw an approved sabbatical leave due to extenuating personal circumstances shall so indicate in writing to the Academic Vice-President and Provost, with a copy to the University Librarian, normally no later than three (3) months prior to the proposed commencement date for the leave. In such cases, it shall be the

Librarian's responsibility to reapply for sabbatical leave in a subsequent academic year.

- 15.2 While on sabbatical leave a Librarian shall, subject to federal regulations, be entitled to receive a portion of his or her sabbatical salary in the form of a research grant provided that he/she can demonstrate to the University Council for Research that such funds are required for the research to be carried out. The tax status of expenditures under the research grant is the sole responsibility of the Librarian.
- 15.3 A Librarian who becomes ill, injured or pregnant while on sabbatical leave may suspend the sabbatical leave under the following circumstances:
- a) the illness or injury is serious enough to interfere substantially with the work being conducted during the sabbatical;
 - b) there is a medical certificate attesting to the illness, injury or pregnancy;
 - c) more than half the sabbatical time remains. In that case, the timing of the resumption of the suspended portion of the leave shall be determined in consultation with the Academic Vice-President and Provost and the University Librarian.
- 16.1 Within three months of return from Sabbatical Leave a Librarian is required to submit a Report to the Chair of the University Council for Research, with a copy to the University Librarian, on the scholarly activities completed during the leave.

Article 3.4.2 ADMINISTRATIVE LEAVE

- 1.0 The President may grant Administrative Leave to the University Librarian immediately after, or during, her or his service in that office.
- 2.0 The purpose of such leave shall be to enable the University Librarian to undertake an appropriate programme of activities to prepare to return to a full-time position in the Library or to assume new administrative responsibilities.
- 3.0 To be eligible for such leave, an individual shall normally have completed one full term as University Librarian.
- 4.1 Full salary shall be granted during the period of Administrative Leave.
- 4.2 Individuals are encouraged to apply for external fellowships for their Administrative Leave. If such external fellowships are awarded, a reduction in the University support shall not be made.
- 4.3 In general during the leave period, a Librarian shall not accept paid outside employment other than that which contributes to the Librarian's professional development. He/she may,

however, apply for and may receive permission to undertake suitable limited paid work (library work, research, or other).

Article 3.4.3 LEAVES OF ABSENCE

- 1.0 There are two types of Leave of Absence, those granted for academic reasons and those granted for non-academic reasons.
- 2.1 Article **3.4.3.1** describes the Academic Leave of Absence.
- 2.2 Article **3.4.3.2** describes the Non-Academic Leave of Absence.

Article 3.4.3.1 ACADEMIC LEAVE OF ABSENCE

- 1.1 A leave of absence for academic reasons may be granted to a full-time Librarian.
- 1.2 Academic reasons are those which would enable a Librarian to further his or her scholarship through study, research, writing, or by means of accepting a temporary assignment away from the University that will serve to enhance his or her scholarship.
- 2.0 A Librarian who has been granted an Academic Leave of Absence shall retain his or her rights as a Librarian, but such rights - with the exceptions noted in clause 4 below -are held in abeyance during the period of leave.
- 3.1 Normally, no more than two consecutive years may be taken as Academic Leave of Absence.
- 3.2 Normally, no more than two years in any seven-year period may be taken as Academic Leave of Absence.
- 4.0 The following conditions shall apply to an Academic Leave of Absence:
 - a) such leave shall be without pay;
 - b) the period of such leave shall not count as time towards: grant of permanent appointment but may count as time towards grant of promotion, and progression through the salary scale;
 - c) during the period of such leave, the University's contribution towards the Librarian's pension shall cease, although a Librarian shall have the option of purchasing pension benefits on his or her own behalf;
 - d) extended medical coverage, long-term disability insurance, and other insurance benefits shall cease for the period of such leave; and,

- e) tuition benefits for a Librarian's dependent children or spouse shall continue for the duration of the period of such leave, providing that tuition benefits are not available from the institution or agency where the Librarian is spending the period of leave.
- 5.1 On completion of the period of an Academic Leave of Absence, a Librarian shall have the right to rejoin the Library without loss of rank.
- 5.2 Return to the Library at a time later than the completion of the period granted for an Academic Leave of Absence shall be by way of the ordinary procedure for recruitment and appointment [see **3.1.2** and **3.1.3**].
- 6.0 The following procedures shall be used with respect to the application for, and approval of, an Academic Leave of Absence:
- a) an application for such leave shall include details of the activities proposed for the leave period;
 - b) the application shall be made to the University Librarian, with a copy being sent at the same time to the Academic Vice-President and Provost;
 - c) an application shall normally be made by August 1 preceding the university year containing the academic year during which such leave would begin;
 - d) the Academic Vice-President and Provost shall request that the University Librarian make a recommendation regarding the grant of such leave;
 - e) approval of an application for such leave shall be made by the Academic Vice-President and Provost, in writing, and shall include a description of all conditions attached to the Leave;
 - f) such approval shall normally be made by November 15 and,
 - g) approval of such leave shall be contingent upon the acceptability of the detailed plan of activities which the Librarian has submitted as well as upon staffing and budgetary circumstances.
- 7.1 An Academic Leave of Absence may be granted either for a half-year or for a full-year.
- 7.2 A half-year Academic Leave of Absence may be granted either for the period January 1 through June 30 or for the period of July 1 through December 31.
- 7.3 A full-year Academic Leave of Absence shall be for the period July 1 through June 30.
- 8.0 A Librarian on Academic Leave of Absence must inform the University Librarian by December 15 of the final year of Leave of his or her intention to return to the University for the next academic year.

Article 3.4.3.2 NON-ACADEMIC LEAVE OF ABSENCE

- 1.1 A leave of absence for non-academic reasons may be granted to a full-time Librarian.
- 1.2 Non-academic reasons include, for example, the wish on the part of a Librarian to continue his or her formal education or to accept a temporary assignment away from the University that would not directly enhance the individual's scholarship.
- 2.0 A Librarian who has been granted a Non-Academic Leave of Absence shall retain his or her rights as a Librarian, but such rights--with the exceptions noted in clause 4 below--are held in abeyance during the period of leave.
- 3.1 Normally, no more than two consecutive years may be taken as Non-Academic Leave of Absence except in the case of leave taken to continue formal education, when leave for three consecutive years may be granted.
- 3.2 Normally, no more than two years in any seven-year period may be taken as Non-Academic Leave of Absence.
- 4.0 The following conditions shall apply to a Non-Academic Leave of Absence:
 - a) such leave shall be without pay;
 - b) Non-Academic Leaves of Absence of six (6) months or longer by a Librarian with a probationary appointment will not be counted as time toward permanent appointment. Leaves of six (6) months to eighteen (18) months will delay consideration of permanent appointment by one (1) year; leaves nineteen (19) months to thirty (30) months will delay consideration of permanent appointment by two (2) years.
 - c) the period of leave shall not count as time towards: grant of promotion, or progression through the salary scale;
 - d) during the period of leave, the University's contribution towards the Librarian's pension shall cease, although a Librarian shall have the option of purchasing pension benefits on his or her own behalf;
 - e) extended medical coverage, long-term disability insurance, and other insurance benefits shall cease for the period of such leave; and,
 - f) tuition benefits for a Librarian's dependent children or spouse shall continue for the first year of the duration of such leave, providing that tuition benefits are not available from the institution or agency where the Librarian is spending the period of leave.
 - g) If the University has provided financial support to a Librarian to continue his or her formal education during a Non-Academic Leave of Absence, the Librarian is required to return to the University for one year for each year of financial support.
- 5.1 On completion of the period of a Non-Academic Leave of Absence, a Librarian shall have the right to rejoin the Library without loss of rank.

- 5.2 Return to the Library at a time later than the completion of the period granted for a Non-Academic Leave of Absence shall be by way of the ordinary procedure for recruitment and appointment [see 3.1.2 and 3.1.3].
- 6.0 The following procedures shall be used with respect to the application for, and the approval of, a Non-Academic Leave of Absence:
- a) an application for such leave shall include details of activities proposed for the leave period;
 - b) the application shall be made to the Academic Vice-President and Provost, with a copy being sent at the same time to the University Librarian;
 - c) an application shall normally be made by August 1 preceding the university year containing the academic year during which the leave would begin;
 - d) the Academic Vice-President and Provost shall request that the University Librarian make a recommendation regarding the grant of such leave;
 - e) approval of an application for such leave shall be made by the Academic Vice-President and Provost, in writing, and shall include a description of all conditions attached to the Leave;
 - f) such approval shall normally be made by November 15 and,
 - g) approval of such leave shall be contingent upon the acceptability of the detailed plan of activities which the Librarian has submitted as well as upon staffing and budgetary circumstances.
- 7.1 A Non-Academic Leave of Absence may be granted either for a half-year or for a full-year.
- 7.2 A half-year Non-Academic Leave of Absence may be granted either for the period January 1 through June 30 or for the period of July 1 through December 31.
- 7.3 A full-year Non-Academic Leave of Absence shall be for the period July 1 through June 30.
- 8.0 A Librarian on Non-Academic Leave of Absence must inform the University Librarian by December 15 of the final year of the Leave of his or her intention to return to the University for the next academic year.

Article 3.5 RETIREMENT FROM THE UNIVERSITY

- 1.0 **Early Retirement [see also 3.5.1]**
- 1.1 On the request of a full-time Librarian, early retirement will be granted if the individual:
- a. has reached the age of eligibility for Canada Pension Plan before the beginning of the academic year in which early retirement would commence; and,
 - b. has completed 25 years service as a Librarian at the University.

- 1.2 The early retirement commencement date of a Librarian will be the anniversary of the date on which she or he took up his or her appointment.
- 1.3 A Librarian electing early retirement will notify the Academic Vice-President and Provost to this effect by the January 31 preceding the academic year during which the early retirement will commence.
- 1.4 A Librarian who elects early retirement is henceforth eligible for short-term contract work assignments only.
- 1.5 A Librarian who elects early retirement will continue to receive the “Health, Dental, and Emergency Travel Plan” benefit of full-time Librarians [see 1.16.1] until the normal date of retirement.
 - 1.5.1 Tuition benefits apply to a Librarian receiving the retirement allowance [see 1.17].
- 1.6.1 A Librarian who has elected early retirement has the same rights as other retired Librarians.
- 1.6.2 When the Librarian reaches the normal date of retirement, all benefits, rights, and privileges will be afforded as if retirement had taken place at that date.

2.0 Retirement from Long Term Disability

- 2.1 A Librarian receiving Long Term Disability Benefits up to age 65 will retire on the first day of the month coincident with or next following his or her 65th birthday [see 1.16.5].

3.0 General Considerations Retirement

- 3.1 A Librarian’s permanent appointment at the University ceases upon retirement.
- 3.2 A Librarian must give up administrative posts upon retirement, or on June 30th immediately following his or her retirement.
- 3.3 The University will use its best efforts to provide shared office space, an e-mail account and library privileges for retired Librarian members for a maximum period of five years after retirement.

Article 3.5.1 RETIREMENT ALLOWANCE

- 1.0 A Librarian who has worked a minimum of 25 years and has reached Canada Pension Plan eligibility and elects retirement [see 1.14.1] will receive an allowance, referred to as the retirement allowance, from the date of the commencement of retirement until the date that the member reaches normal retirement age.

- 2.0 In the first year of payment as per clause 1.0 above, the retirement allowance will be calculated as 35% of the salary scale [see Appendix A] the individual would have received if retirement had not been taken.
- 3.0 A Librarian who has elected early retirement as per clause 1.0 above is not eligible for step progressions through the Salary Scale.
- 4.0 In years subsequent to the first year of retirement as per clause 1.0 above, the retirement allowance will remain at 35% of the step on the salary scale as determined in 2.0 above.

Article 3.6.1 SALARY SCALE

1. Rules of the Salary Scale

1.1 The salary for individual Librarians will be governed by the following rules:

- a) Normally, each Librarian will move one step up the salary scale each University year unless she or he is at the ceiling of his or her rank. In the latter case, the next year's salary will be the ceiling salary for that Librarian's rank.

[This progression through the scale will occur during the year when the Librarian is on Sabbatical Leave. The cases of Librarians on Study Leave or Leave of Absence are discussed in **1.11** and **3.4.3**].

- b) A Librarian may alter his or her progression through the salary scale by means of a successful application for a change in rank to the Librarian Promotion and Assessment Committee. If this Committee recommends a change in a Librarian's rank to the President and this change is granted, the future movement of this Librarian through the scale will be governed by (a) and (b) of this Section. The salary for a Librarian who has been promoted will be as follows:

Salary upon promotion shall be determined by first computing the new salary in the old rank as of the effective day of promotion (September 1), then moving to the closest grid point for the new rank which exceeds the new salary.

- c) Newly hired Librarians will be placed on the salary scale according to their academic qualifications and previous professional experience [**see: 3.1.2**]. Those appointed at the rank of Librarian III or Librarian IV will be reviewed for placement on the salary scale by the Librarian Promotion and Assessment Committee.

Permanent, Probationary and Limited Term appointments will normally be given credit on a one for one basis, up to a maximum of 4 years experience at the rank to which the appointment is made. It should be noted in these cases, that this applies only to those years after completion of the

MLIS (or equivalent) degree and only for full time experience.

Article 3.7 APPLICABLE CLAUSES IN OTHER SECTIONS OF AGREEMENT

Clause	Article
Discipline	Article 2.3.1
Sick Leave	Article 2.4.4
Compassionate Leave	Article 2.4.5
Payment of Salary	Article 2.6.2
Vacation	Article 2.6.4
Outside Professional Activity	Article 2.8

Section 3 Appendix A

Librarian Salary Grid

	2009-2010	2010-2011	2011-2012
Librarian I			
1001	50,289	52,751	55,285
1002	52,355	54,878	57,473
1003	54,421	57,004	59,661
Librarian II			
2001	58,580	61,308	64,114
2002	60,698	63,487	66,357
2003	62,815	65,665	68,598
2004	64,931	67,843	70,839
2005	67,048	70,021	73,080
2006	69,165	72,199	75,321
2007	71,281	74,377	77,563
2008	73,398	76,555	79,804
2009	75,515	78,733	82,045
2010	76,573	79,822	83,165
2011	77,631	80,911	84,286
2012	77,631	80,911	84,286

Librarian III

3001	71,330	74,504	77,769
3002	73,604	76,844	80,177
3003	75,878	79,184	82,585
3004	78,152	81,524	84,993
3005	80,426	83,864	87,401
3006	82,701	86,204	89,809
3007	84,975	88,544	92,217
3008	87,249	90,884	94,625
3009	89,523	93,224	97,033
3010	91,797	95,564	99,440
3011	94,071	97,904	101,848
3012	96,345	100,244	104,256
3013	98,619	102,584	106,664
3014	100,893	104,924	109,072
3015	102,030	106,094	110,276
3016	102,030	106,094	110,276
3017	102,030	106,094	110,276

Librarian IV

4001	90,002	93,788	97,684
4002	92,423	96,279	100,247
4003	94,843	98,769	102,810
4004	97,263	101,260	105,372
4005	99,683	103,750	107,935
4006	102,103	106,240	110,497
4007	104,524	108,731	113,060
4008	106,944	111,221	115,623
4009	109,364	113,712	118,185
4010	111,784	116,202	120,748
4011	114,204	118,692	123,310
4012	116,625	121,183	125,873
4013	119,045	123,673	128,436
4014	121,465	126,164	130,998
4015	123,885	128,654	133,561
4016	126,305	131,144	136,124
4017	128,726	131,144	136,124
4018	128,726	131,144	136,124

SECTION 4

LAB INSTRUCTORS

Section 4: Laboratory Instructors

Overview

The following document is intended to identify specific considerations not covered under the main agreement between the parties. The specifics are to provide guidance on matters unique to the Laboratory Instructor role.

Article 4.0 RESPONSIBILITIES OF LAB INSTRUCTORS

- 1.0 Under the guidance of the faculty member(s) in charge of course(s) and reporting to the Chair of the department, Laboratory Instructors are responsible for carrying out instructional and technical and administrative responsibilities and tasks relevant to the assigned laboratories. Senior Laboratory Instructors have additional responsibilities as outlined in 3.0 of this Article.
- 2.0 Teaching Expectation
 - a) Instructors involved with laboratory instruction shall have a maximum teaching expectation of 18 contact hours per week (6 three hour lab periods or equivalent). This amount shall be decreased proportionately as other academic duties are assigned or if the position is other than full-time.
 - b) Instructors teaching 3 or 6 credit courses shall receive the normal per course stipend as per Article **2.10** of this Agreement.
- 2.1 Instructional Responsibilities and Tasks may include any combination of the following:
 - a) Introduces the content and methods of the laboratory or tutorial session to the students under the guidance of the course professor;
 - b) Teaches and/or provides assistance to students in each laboratory session;
 - c) Keeps regular, posted office hours;
 - d) Marks laboratory and/or tutorial assignments, reports, and quizzes;
 - e) Sets up, administers, and assists in invigilating laboratory and tutorial quizzes and examinations under the guidance of the faculty member in charge of the course;
 - f) Creates and/or revises laboratory and tutorial exercises, manuals, assignments, quizzes, and examinations in consultation with the course professor;
 - g) Supervises student demonstrators.
- 2.2 In addition to the above, certain Technical Responsibilities may be required in any combination of the following:
 - a) Prepares, sets up, cleans up each laboratory and/or tutorial session's teaching equipment and demonstration materials;
 - b) Maintains laboratory and/or tutorial equipment;
 - c) Ensures the safe and orderly storage of laboratory and tutorial equipment, supplies, and chemicals to ensure preparedness for each term;
 - d) Designs and/or tests new laboratory exercises in consultation with the course

- professor;
- e) Orders, with Chair approval, and receives equipment and supplies needed for laboratory and tutorial instruction;
 - f) Co-ordinates efforts of other laboratory staff in regard to ordering and receiving of equipment and supplies needed for laboratory and tutorial instruction;
 - g) Maintains updated MSDS and WHMIS labelling where appropriate;
 - h) Under the direction of the Chair, ensures that taking of inventory, inspection, maintenance, cleaning, and repair of departmental teaching equipment is carried out annually after the termination of classes, and that all instruments are returned to the facility where they are to be used during the teaching term;
 - i) Keeps updated records of inventory and stock associated with the laboratories and tutorials for which responsibility has been assigned; and
 - j) Cooperates with other laboratory staff in terms of compiling laboratory and tutorial stock and inventory information for the department.

2.3 In addition to the above, certain Administrative Responsibilities may be required in any combination of the following:

- a) Tabulates, compiles, and keeps student laboratory attendance and laboratory grade records;
- b) Assists the Chair in the hiring of student demonstrators; and
- c) Undertakes, for the Chair, comparative analyses of students' performance, timetable issues, course specific enrolment projections, and prepares for pre-registration and registration, with a particular view to laboratory concerns

In addition to the above instructional and technical and administrative responsibilities and tasks, the Department Chair may from time to time assign other reasonable duties. Such duties do not become part of the regular duties of the Laboratory Instructor.

3.0 Senior Lab Instructor:

The duties of Senior Laboratory Instructor shall include the following:

- a) Supervision of the day-to-day operations of all departmental labs.
- b) Introducing the content and methods of the laboratory or tutorial session to the students;
- c) Creating and/or revising laboratory and tutorial exercises, manuals, assignments, quizzes, and examinations in consultation with the course professor;
- d) Designing and/or testing new laboratory exercises in consultation with the course professor;
- e) Coordinating efforts of other laboratory staff in regard to ordering and receiving of equipment and supplies needed for laboratory and tutorial instruction;
- f) Undertaking, for the Chair, comparative analyses of students' performance, timetable issues, course specific enrolment projections, and preparation for pre-registration and registration, with a particular view to laboratory concerns.
- g) In consultation with the Department Chair, hire and schedule student demonstrators.

In addition to the above instructional, and technical and administrative responsibilities and tasks, the Department Chair may from time to time assign other reasonable duties. Such duties do not become part of the regular duties of the Senior Laboratory Instructor.

Article 4.1 QUALIFICATIONS

- 1.0
- a) Minimally, B.Sc. or B.A., or equivalent for Lab Instructor
 - b) Minimally, Masters degree or eight years of service as Laboratory Instructor for Senior Lab Instructor
 - c) Must have knowledge of regulatory codes and requirements and be safety certified.

Article 4.2 TERMS OF APPOINTMENT

- 1.0 There shall be four types of appointments for Instructors:
- a) probationary
 - b) continuing
 - c) contractually limited term
 - d) part-time

Probationary Appointments

Instructors shall receive probationary contracts for a total of two academic years before being considered for a continuing appointment.

Continuing Appointments

A continuing appointment means permanency of employment subject to the terms of the Collective Agreement.

Contractually Limited Term

A contractually limited term appointment may be made for varying periods of time in order to replace employees on leave or for other special circumstances.

Part-time Appointments

Instructor positions or parts of positions may be authorized by the appropriate Dean and filled on a part-time basis.

Article 4.3 RECRUITMENT AND APPOINTMENT PROCEDURE

- 1.0 All postings shall be approved by the Academic Vice-President and Provost upon recommendation of the appropriate Dean and requested by the Department Chair based on departmental teaching requirements.

1.1 For Laboratory Instructor

- a) Vacancies shall be filled by open competition, by means of an advertisement on the University's Web site and in the appropriate Department and local media, for at least a two (2) week period. The areas of search may be broadened at the discretion of the Dean. A copy of the advertisement shall be forwarded to the Association.
- b) Posting shall identify the date of the posting, the academic semester/session, the course name and number (if known at the time of posting), the starting date and duration, the qualifications for the appointment and the application deadline.
- c) A copy of the advertisement shall be forwarded to the Association at the same time as it is submitted for publication, along with a list of the publications and distribution points to which it is being submitted.

1.2 For Senior Laboratory Instructor;

Vacancies shall be filled in the first instance by means of internal competition among the Members. If there are no qualified internal candidates, the search will be conducted as in (a) and (b) and (c) above. The parties agree that the interests of the university are better served by means of an internal appointment where qualified candidates are available.

1.3 Selection Committee

- i) A Selection Committee shall be struck consisting of the Chair of the Department, who will chair the committee, and two members of Faculty of the Department, if possible at least one of these should be the Faculty Member teaching/coordinating the courses for which the Laboratory Instructor is being hired.
- ii) The Selection Committee shall follow the standard hiring procedures of the University. The Selection Committee shall recommend in writing the preferred candidate(s) to the appropriate Dean for approval and appointment.

2.0 The Dean will issue a written offer of appointment in the name of the Academic Vice President and Provost.

2.1 Letters of appointment shall state explicitly:

- a) the rank and step at which the appointment is to be made;
- b) the type of appointment, including its length;
- c) the department or departments to which the appointee will be assigned;
- d) the salary;

- e) relocation expenses; if any;
- f) applicable fringe benefits available to the appointee.

The written offer shall also make explicit reference to the location in the Agreement where Laboratory Instructors' duties, rights, and privileges are specified. A copy of the Agreement and all subsequent letters of understanding (or a reference to the website where the Agreement is located) shall be included with such letters.

- 3.0 A copy of this letter shall be sent to the Chair and for appointments to Schools to the Director of the School.
- 4.0 The written offer of appointment and the written acceptance shall be in the possession of the proposed new Laboratory Instructor and the University respectively before an appointment can take effect. A copy of the letter of appointment will be sent to the President of the Association.
- 5.0 Short term hires of less than 100 days required to fill unanticipated vacancies (e.g. sick leave replacements) will not be subject to the above recruitment procedures.

Article 4.4 CONDITIONS OF EMPLOYMENT

- 1.0 An Instructor on a probationary appointment shall be reviewed by his/her Department by May 15 or the Instructors' contract termination date, whichever is earlier, each year of the appointment. The review in the second year of service shall be for conversion from a probationary to a continuing appointment. Instructors who have been placed on maternity leave or sick leave for a period of at least 25 consecutive weeks may be granted a twelve month extension. The extension must be requested prior to April 1 of the year in which the review is to take place.
- 1.1 The review of a probationary candidate for a continuing appointment shall be carried out by a committee made up of the Chair and two departmental members who interact professionally with the Instructor. All departmental members may submit written comments on the performance of the candidate but individuals for whom the Instructor carries out duties shall provide their written comments as part of the review process. These comments must be noted in the record of the review. The results of the review shall be transmitted by the Chair to the Dean of the Faculty with a copy of the letter to the Instructor. The Dean will notify the Academic Vice-President and Provost, in writing, of the recommendation of the review committee and his/her decision with regard to the granting of a continuing appointment. After consultation with the Academic Vice-President and Provost, the Dean shall convey his/her decision to the Laboratory Instructor in writing. The Dean and the Chair may agree to extend the probationary period by an additional year.

- 2.0 Probationary and continuing appointments will be for up to fifty two (52) weeks per year. Continuation of such appointments is subject to the normal university exigencies and normal employment practices.
- 2.0.1 During the term of this agreement no Lab Instructors shall have his or her currently contracted number of weeks per year reduced.
- 2.1 Vacation entitlement is to be taken during the term of the appointment.
- 2.2 Laboratory Instructors holding continuing appointments may qualify for unpaid leave of absence for up to twelve (12) months without loss of seniority.
- 3.0 The cost of any required recertification for Laboratory Instructors shall be covered by the University.
- 4.0 Working Hours
Full Time: Forty (40) hours per week
Part Time: Less than forty (40) hours per week.
- 4.1 Overtime
Policy: Overtime work, to qualify for compensation (wages or lieu time), must represent a genuine and immediate need and must be authorized prior to commencement of such work.
- 4.1.1 Procedures:
- a) Overtime shall be kept to a minimum and should not form a regular part of the work schedule.
 - b) Overtime, when necessary, shall be distributed as fairly as possible amongst those Instructors regularly performing the work.
 - c) Upon request from the Department Chair or Program Coordinator, Instructors may be required to work overtime. Such a request shall take into consideration any prior personal commitments that the Instructor may have made.
 - d) Work within one hour of an Instructor's regular quitting time is not considered overtime. If an Instructor is requested to work more than one hour, then the overtime will be considered to have started at his or her normal quitting time.
 - e) Overtime is calculated on a weekly basis - not daily. Only hours worked in excess of 44 hours/week will be paid at the rate of time and one-half.
 - f) Instructors may accumulate overtime on the basis of 1:1 and take time off in lieu of pay. Instructors may not accumulate more than 40 hours and must use them at a time mutually agreeable with the Department Chair or Program Coordinator. Such time must be taken within three (3) months of being accumulated.

Article 4.5 COMPENSATION

1.0 A point system will be used for placement on a Laboratory Instructors Compensation Grid as described below. The point system is a cumulative system based on the level of education and experience for all employees.

1.1 New Hires

The following point system will be used to determine initial placement for new hires on the grid:

Education

Attainment	Points
Less than MRP	0
Equal to MRP	1
1 Degree Above MRP	2
2 Degree Above MRP	3

Notes re Education Attainment

1. MRP = minimum requirements for the position
2. Degrees above MRP must be deemed to be relevant to current position

Experience

Attainment	Points
Less Than MRP	0
Equal to MRP	1
1 - 2 Academic year > MRP	2
3 - 5 Academic year > MRP	3
6 + >MRP	4

Total Point Chart

Point Total	Placement on Grid
0 -2	Base salary
3-4	Level 1
5-6	Level 2
7	Level 3

Article 4.6 PERFORMANCE EVALUATION

1.0 Performance reviews will be held every second year. The performance evaluation will be carried out by the Departmental Evaluation Committee with the addition of a representative of the Laboratory Instructors. The performance evaluation for each instructor will be forwarded to the appropriate Dean who will review the evaluations with a representative of Human Resources to ensure consistency across Departments.

2.0 Performance evaluation will be based on the following:

Performance of Duties:

- a) Job understanding
- b) Job performance
- c) Job productivity
- d) Dependability
- e) Cooperation

2.1 The employee's performance against each of the duties described in 2.0 above are to be rated as:

- a) Excellent – Individual performs all tasks in an exceptional manner. Requires little or no supervision.
- b) Good – Individual performs many tasks well, and all other tasks adequately. Requires little or no supervision.
- c) Satisfactory – Individual performs all tasks satisfactorily. Requires normal supervision.
- d) Fair – Individual performs most tasks satisfactorily, but not all. Requires more than normal supervision.
- e) Unsatisfactory – Individual fails to perform many tasks. Requires close and constant supervision.

2.2 In determining a rating as per 2.1 above, consideration should be given to the particular laboratory sessions (and intersession, field school, etc.) taught by the instructor. Some sessions may offer less or more opportunities for staff to contribute due to factors such as level of difficulty of content, level of autonomy granted by faculty, number of students, amount of marking required, and specific requests by faculty, for example.

2.3 The overall evaluation should also take into consideration the following

- a) certification that is job-related
- b) evaluation by supervising instructor
- c) student evaluation
- d) contributions to course content and delivery (e.g., creation of content such as lab exercises, manuals, simulations, web-based content, etc.)
- e) publication that is job-related
- f) service to the department's outreach activities (e.g., school visits, Mayfest, public outreach)
- g) service to the department (e.g., committee work)

- 3.0 At the conclusion of the evaluation, after taking all of the above into consideration, the Department Evaluation Committee shall come to a written decision on an overall rating using the same categories as per 2.1 above. This rating will then be used as noted in paragraph 4.0 and 4.1.
- 4.0 An evaluation for a probationary candidate which is reported as “Fair” or “Unsatisfactory” shall extend the probationary period by one year. Two consecutive “Unsatisfactory” evaluations for a probationary or continuing Laboratory Instructor shall be considered as grounds for dismissal. A Fair evaluation for a continuing Lab Instructor shall require an evaluation for the following year.
- 4.1 Evaluation of satisfactory or better must be attained to result in annual step increase. In years which evaluations are not completed the step increase for that year will be automatic.

Article 4.7 LEAVES OF ABSENCE

Lab Instructors may be granted a non-paid leave of absence upon approval of the Chair and the Dean, in consultation with Human Resources, for a period of up to one year. At the University’s discretion their position may be held open until they return.

Article 4.8 APPLICABLE CLAUSES IN OTHER SECTIONS OF AGREEMENT

Clause	Article
Discipline	Article 2.3.1
Sick Leave	Appendix I: 1.10
Emergency Family Days	Appendix I: 1.11
Vacation Leave	Appendix I: 1.12
Holidays	Appendix I: 1.13

Section 4 Appendix A: Lab Instructor Salary Grid

Lab Instructor Salary Grid

	2009-2010	2010-2011	2011-2012
Lab Instructor			
Base	33,588	35,717	37,908
1	34,777	36,940	39,166
2	35,966	38,164	40,426
3	37,156	39,388	41,685
4	38,345	40,612	42,945
5	39,534	41,835	44,203
6	40,723	43,059	45,463
7	41,913	44,283	46,722
8	43,101	45,506	47,981
9	44,291	46,730	49,240
10	45,479	47,953	50,499
11	46,669	49,177	51,758
12	47,857	50,400	53,017
13	49,046	51,623	54,275
14	50,234	52,846	55,534
Senior Lab Instructor			
Base	42,237	44,617	47,066
1	43,425	45,840	48,324
2	44,615	47,064	49,583
3	45,804	48,288	50,843
4	46,994	49,512	52,103
5	48,182	50,735	53,361
6	49,372	51,959	54,620
7	50,561	53,183	55,880
8	51,750	54,406	57,138
9	52,939	55,630	58,398
10	54,129	56,854	59,657

SECTION 5:

SCHOOL OF NURSING, CLINICAL ASSOCIATES

SECTION 5 SCHOOL OF NURSING, CLINICAL ASSOCIATES

Overview

The following document is intended to identify specific considerations and to provide guidance on matters unique to the Clinical Associate role, within the School of Nursing.

The University receives a special operating grant restricted in use to support the delivery of certain programs through the School of Nursing. The current funding agreement with the Department of Health expires March 31, 2010. Although the School of Nursing is independent of the provincial government, the existence of the program and continued employment of all positions within the program is significantly dependent on continued funding.

Article 5.1 DESCRIPTION OF ROLE

- 1.0 The School of Nursing, Clinical Associate stream includes limited term, full and part time positions unique to the School of Nursing where the emphasis is teaching in a clinical setting, clinical practice, and clinical scholarship. Nurses in these positions are clinical nursing practice experts whose level of practice is advanced and specialized. Clinical Associates work directly with the course professor and level coordinators and are accountable to the Chair of the School of Nursing. The Description of Role is modified according to the level of the program each Clinical Associate works in and the specific area of responsibility.

Article 5.2 NURSING PRACTICE POSITION REQUIREMENTS

- 1.0 Minimum academic preparation and qualifications normally include a baccalaureate in nursing; eligibility for registration with the College of Registered Nurses of Nova Scotia; evidence of a well developed area of recent practice; at least five years recent clinical nursing experience in a particular specialty area of nursing practice such as community, adult nursing, ICU/specialty, maternal-child, and international health. Preference will be given to those who have a master's degree in nursing and have had teaching experience in nursing at a university level.

1.1 Professional Requirements

Individuals in this position will normally pursue programs of continuing education; participate in educational conferences and professional association activities; update and maintain professional knowledge and skills related to their area of expertise. All Clinical Associates must hold a current Nova Scotia Registered Nursing license.

Article 5.3 POSITION SUMMARY

- 1.0 Key responsibilities includes planning, implementing and evaluating theoretical learning experiences for nursing students in classroom and laboratory situations, as well as planning, implementing and evaluating nursing practice experiences in primary, secondary and/or tertiary clinical practice settings according to the person's area of expertise. It is expected that strategies used ensure the best possible use of clinical practice experiences for nursing students in a wide variety of settings. In addition, Clinical Associates are expected to investigate new opportunities for student practice, collaborate with other health care providers/professionals, as well as potential and actual clients/patients.

Article 5.4 RECRUITMENT AND APPOINTMENT PROCEDURE

1.0 Probationary Appointment

- a) Vacancies shall be filled by open competition, by means of an advertisement on the University's Web site and in the School of Nursing, for at least a two (2) week period. The areas of search may be broadened at the discretion of the Dean. A copy of the advertisement shall be forwarded to the Association.
- b) Posting shall identify the date of the posting, the academic semester/session, the course name and number (if known at the time of posting), the starting date and duration, the location (on/off campus), weekly hours, the qualifications for the appointment and the application deadline.
- c) A copy of the advertisement shall be forwarded to the Association at the same time as it is submitted for publication, along with a list of the publications and distribution points to which it is being submitted.
- d) Selection Committee
 - i) A Selection Committee shall be struck consisting of the Chair of the School of Nursing, who will chair the committee, the Faculty Member teaching/coordinating the course, and another Nursing Faculty member of the School.
 - ii) The Selection Committee shall follow the standard hiring procedures of the University and the School of Nursing.
 - ii) The Chair of the Selection Committee shall recommend in writing the preferred candidate(s) to the Dean of Science for approval and appointment.

2.0 Term Appointment

- a) Term vacancies shall be filled by open competition, by means of an advertisement on the University's Web site and in the School of Nursing, for at least a two (2) week period. The areas of search may be broadened at the discretion of the Dean. A copy of the advertisement shall be forwarded to the Association.
- b) Posting shall identify the date of the posting, the academic semester/session, the course name and number (if known at the time of posting), the starting date and duration, the location (on/off campus), weekly hours, the qualifications for the appointment and the application deadline.
- c) A copy of the advertisement shall be forwarded to the Association at the same time as it is submitted for publication, along with a list of the publications and distribution points to which it is being submitted.
- d) Selection Committee
 - i) A Selection Committee shall be struck consisting of the Chair of the School of Nursing, who will chair the committee, the Faculty Member teaching/coordinating the course, and another member of the Faculty of the School.
 - ii) The Chair of the Selection Committee shall recommend the preferred candidate(s) to the Dean of Science for approval and appointment.

3.0 The Dean will issue a written offer of appointment in the name of the Academic Vice-President and Provost with copies to Human Resources and the Chair of the School of Nursing.

3.1 Letters of appointment shall state explicitly:

- a) the step at which the appointment is to be made;
- b) the type of appointment, including its length;
- c) the department to which the appointee will be assigned;
- d) the salary;
- e) relocation expenses; if any;
- f) applicable fringe benefits available to the appointee.

The written offer shall also make explicit reference to the location in the Agreement where Clinical Associates' duties, rights, and privileges are specified. A copy of the Agreement and all subsequent letters of understanding (or a reference to the website where the Agreement is located) shall be included with such letters.

- 5.0 The written offer of appointment and the written acceptance shall be in the possession of the proposed new Clinical Associate and the University respectively before an appointment can take effect. A copy of the letter of appointment will be sent to the President of the Association.
- 6.0 Short term hires of less than 100 days required to fill unanticipated vacancies (e.g. sick leave replacements) will not be subject to the above recruitment procedures.

Article 5.5 TERMS OF EMPLOYMENT

- 1.0 The initial contract for a probationary appointment as a Clinical Associate will normally be for two years. The performance of a Clinical Associate holding a probationary appointment shall be reviewed by May 15 of the first and second year of the appointment. The Probationary Review Committee shall be chaired by the Chair of Nursing and shall include one permanent Clinical Associate and one Nursing Faculty Member. The Probationary Review Committee shall submit its written evaluative report to: a) the Dean; and, b) the Clinical Associate being evaluated. The renewal of the probationary contract may be for one or two years. The total length of the probationary period shall be four years.

Time spent on Leave of Absence, Parental, Pregnancy, Adoptive, Sick, Political and Study Leaves, shall not count toward the probationary period.

Time worked in Limited Term Appointments may be included in the probationary period at the specific request of the Clinical Associate.

Any Clinical Associate wishing to count years on Limited Term Appointments towards permanency must have been evaluated in each of such years. In addition, a minimum of two full years in a Probationary appointment must be completed prior to the request to count the Limited Term appointment years and subsequent application for permanent appointment.

- 1.1 The probationary Clinical Associate shall receive a written copy of each performance evaluation from the Chair of the School of Nursing.
- 1.2 To obtain a permanent appointment, the candidate shall submit to the Probationary Review Committee a file containing a current curriculum vitae, teaching surveys, and any other material that the candidate believes is relevant, by April 15 of the final year of the probationary period. The Probationary Review Committee shall make recommendation on

the matter of permanency by simple majority vote and shall communicate its recommendation, with reasons, in writing to the Dean and the candidate by May 5. The Chair of the Probationary Review Committee will ensure the candidate's file is delivered to the Dean's office by May 5. The Dean shall communicate his or her decision in writing to the candidate by May 30 with reasons for the decision. In the event of a negative recommendation by the Probationary Review Committee, the candidate may, within one (1) week of receipt of the notice, make a written request to have the opportunity to appear before the Committee with a representative of the Association, to present his or her case and to clarify any issue raised. The Probationary Review Committee shall then reconsider the application and the new information provided and vote a second time. The decision on the recommendation shall be by simple majority vote. The Dean shall report the result of the vote in writing to the candidate within one (1) week of the second vote with reasons for the recommendation along with his or her decision.

- 2.0 Permanent Clinical Associates will continue to have an annual performance evaluation using the procedure described in Article 5.6.

Article 5.6 PERFORMANCE EVALUATION

- 1.0 Criteria for Annual Clinical Performance Review

Each Clinical Associate shall have an annual performance evaluation. Such evaluation shall use an evaluation tool as determined by the Clinical Associate Evaluation Committee and shall take into consideration the following factors:

The Evaluation Committee should consider the following factors:

- a) Teaching and clinical supervision
- b) That her or his scholarly or professional development and activity is reasonable in quantity and,
- c) Reasonable service to the University

A Clinical Associate's service to her or his professional community or exceptional service to her or his community may be considered.

- 1.1 As part of the Annual Performance Evaluation, the Clinical Associate shall receive an overall evaluation as one of the following:

- a) Excellent – Individual performs all tasks in an exceptional manner.
- b) Good – Individual performs many tasks well, and all other tasks adequately.

- c) Satisfactory – Individual performs all tasks satisfactorily.
- d) Fair – Individual performs most tasks satisfactorily, but not all.
- e) Unsatisfactory – Individual fails to perform many tasks.

1.2 This assessment should also consider the particular clinical sessions taught by the Clinical Associate. Some sessions may offer less or more opportunities for staff to contribute due to factors such as level of difficulty of content, level of autonomy granted by faculty, number of students, amount of marking required, and specific requests by faculty, for example.

1.3 The evaluation should also take into consideration the following

- a) certification that is job-related
- b) evaluation by the responsible course faculty member
- c) student evaluation
- d) contributions to course content and delivery (e.g., creation of content such as exercises, manuals, simulations, web-based content, etc.)
- e) publication that is job-related
- f) service to the department's outreach activities
- g) service to the department (e.g., committee work)

2.0 Demonstration of Continuing Professional Competence

Evidence of Continuing Professional Competence;

- a) Will include evidence of current registration with CRNNS, and
- b) May include participation in professional activities that support continued competence in area of practice.

3.0 The annual performance evaluation shall be done by an evaluation committee consisting of the Chair of Nursing, one Nursing faculty member and one permanent Clinical Associate. The Evaluation Committee shall submit its written evaluation report to a) the Dean; and, b) the Clinical Associated being evaluated

4.0 An evaluation for a probationary Clinical Associate which is reported as "Fair" or "Unsatisfactory" shall extend the probationary period by one year. Two "Unsatisfactory" evaluations for a probationary or permanent Clinical Associate shall be considered as sufficient grounds for dismissal for cause.

Article 5.7 WORKLOAD

The standard teaching assignment for all full time Clinical Associates is defined as 216 contact hours for each fall and winter terms and 144 contact hours during intersession. The number of contact hours shall not exceed 576 contact hours per 12 month period. The standard assignment of nursing practice preparation hours is defined as 144 nursing practice preparation hours for each fall and winter terms; and 96 nursing practice preparation hours during intersession. The number of nursing practice preparation hours shall not exceed 384 per 12 month period. The standard assignment of service hours to the School of Nursing is defined as 90 service hours for each fall and winter term and 60 service hours during intersession. Clinical responsibility should normally range between six (6) and nine (9) students per clinical group, taking into account the greater intensity of supervision of newer students as well as students with higher learning needs. Assignment of clinical student ratio shall be done in consultation with the Clinical Associate, year coordinator, and the Chair.

During those periods in a 12 month cycle, when nursing practice instruction is not occurring, Clinical Associates are expected to give service to the School, to maintain up-to-date professional requirements as described in **5.2.1.1**, and collaborative activities as described in **5.3.1.0**.

Service to the School of Nursing includes:

- attending School of Nursing meetings as appropriate;
- membership on School of Nursing Committees as appropriate;
- curriculum development and coordination of nursing practice experiences.

Instructional duties, outside of nursing practice preparation and supervision, includes:

- student evaluation and grading,
- office hours,
- co-supervision of Advanced Majors, student projects and Honours student projects.

The Chair may also assign, from time to time, other reasonable duties, in consultation with the Clinical Associate.

Article 5.8 LEAVES OF ABSENCE

Clinical Associates may be granted a non-paid leave of absence upon the approval of their Chair and the Dean, in consultation with Human Resources, for a period of up to one year. At the University's discretion their position may be held open until they return.

Article 5.9 SALARY AND BENEFITS

1.0 It is the intention of the University to compensate Clinical Associates in a manner which is the same as or comparable to compensation for the same role within the broader Nova Scotia health care system.

The salary grid for Clinical Associates is located in Appendix A of this section.

2.0 Scale and Step Placement

The scale and steps are intended to be administered as follows:

- a) New Clinical Associates with BScN Degrees will start at Step I of Clinical Associate
- b) New Clinical Associates with Master's Degrees in Nursing will start at Step II of Clinical Associate
- c) If a Clinical Associate acquires a master's degree in Nursing during their employment at StFX they will move to the next step on the scale, if they have not exceeded step 8.
- d) Current staff members who are employed on a less than 12 month basis (i.e. 39/52 of current salary scale) will maintain their same percentage of weeks worked during any 12 month period. Arrangements to change the number of weeks worked will be considered by the Chair of the School and are subject to workload requirements identified by the Chair and to available funds.
- e) Those on 12 month contracts will be entitled to one month's annual vacation and will be expected to perform such duties as may be assigned, including teaching in spring and or summer intersession, or alternative work projects determined by the Chair of Nursing, or other options associated with any of the School's programs, without any additional remuneration.
- f) On September 1, of each full year worked, Clinical Associates will advance one step of the scale subject to satisfactory performance and until Step 8 is reached.

Financial Exigency

In the event that an actual operating deficit exists or is forecast due to a reduction in provincial funding, the Nursing Program may be directed to adjust its salary costs by eliminating one or more Clinical Associate positions.

Severance Pay

In the event that position reductions are required, and in lieu of paid notice consistent with the Nova Scotia Labour Relations Standards Code, the University may offer severance of not less than three weeks pay per year of employment, to a maximum of one year's pay.

Article 5.10 APPLICABLE CLAUSES IN OTHER SECTIONS OF AGREEMENT

Clause	Article
Discipline	Article 2.3.1
Outside Professional Activity	Article 2.8
Sick Leave	Appendix I: 1.10
Emergency Family Days	Appendix I: 1.11
Holidays	Appendix I: 1.13

Section 5 Appendix A: Clinical Associates Salary Grid

Clinical Associates Salary Grid

Step	2009-2010	2010-2011	2011-2012
1	65,671	67,606	69,569
2	67,221	69,231	71,244
3	68,771	70,856	72,919
4	70,321	72,481	74,594
5	71,871	74,106	76,269
6	73,421	75,731	77,944
7	74,971	77,356	79,619
8	76,521	78,981	81,294

SECTION 6:

COADY INTERNATIONAL INSTITUTE
PROGRAM TEACHING STAFF

SECTION 6
COADY INTERNATIONAL INSTITUTE PROGRAM TEACHING STAFF

6.0 Overview

The following document is intended to identify specific considerations and to provide guidance on matters unique to the members of the Program Teaching Staff within the Coady International Institute.

The Coady International Institute currently receives core funding from the Canadian International Development Agency and the income from University endowments, which are designated to support the Institute's work. In addition, the Institute also undertakes work funded by philanthropic foundations and other private funders, and work contracted to and funded by the beneficiaries of its services or by third parties, such as government agencies. Finally, the Institute also receives operating funding from the University's operating budget.

The existence of the Coady Institute and continued employment of all positions within it are significantly dependent on continued funding from all these sources sufficient to cover the costs of operations including the salaries of its Program Teaching Staff

Article 6.1 DESCRIPTION OF ROLE

- 1.0 The Coady Institute's Program Teaching Staff include full time positions where the emphasis is on teaching, research and partnership work directed by the Institute's contractual commitments to funding agencies, and service, first within the Institute, and second more generally within the University. Employees holding program teaching staff positions will be designated as holding one of three ranks Program Teaching Staff I to III according to the experience and qualifications required for those positions as outlined in 6.2 and 6.3 below.

Article 6.2 POSITION REQUIREMENTS

- 1.0 Minimum academic preparation and qualifications for positions held by employees with the rank of Program Teaching Staff normally include a Masters or equivalent degrees and 5 years experience in development work. In some instances, a PhD may be required.
- 1.1 Individuals in this position are expected to keep abreast of best practices in international development in their areas of expertise through direct field work and research keeping up on current literature in the field, participation in relevant conferences and meetings of development professionals and of development policy makers. A record of publications in

appropriate outlets for the work of development practitioners and policy makers, including refereed journals, is desirable.

Article 6.3 PROFESSIONAL RESPONSIBILITIES

- 1.0 Key responsibilities include teaching in the Coady Institute's diploma and certificate programs, advising on independent studies, support to Coady youth programs, carrying out research projects in the field of development as funded by government agencies, foundations, non-government organizations and other sources, cultivating partnerships with development organizations and funders, drafting project proposals, identifying third party funding sources, managing and carrying out development projects, writing reports, disseminating research results through journal articles and practice based publications, and other activities that are part of a consulting and technical assistance role. Administrative and committee work may also be part of the responsibilities. Some staff may teach on a part-time basis in University academic programs. In some instances Program Teaching Staff may hold a cross-appointment with an academic department of the University.
- 2.0 Coady Program Teaching Staff have the duty to deal fairly and ethically with their students and other members of the academic community, to avoid discrimination, to foster a free exchange of ideas and to refuse to practice or permit censorship, to respect the principles of confidentiality in a manner consistent with their academic role, to acknowledge their indebtedness to students and/or colleagues in relation to their own research, to uphold and to protect the principles of academic freedom, and to seek the highest possible standards.
- 3.0 The responsibilities of Coady Program Teaching Staff shall be determined by the Director of the Coady Institute in consultation with the staff member and the Manager of Educational Programs, Manager of Research and Publications, and the Assistant Director. Responsibilities should entail an appropriate combination of:
 - Teaching
 - Research
 - Capacity strengthening (through partnership work); and
 - Service

The pattern of these responsibilities may vary from individual to individual and from time to time.

3.1 Teaching

A Program Teaching Staff member may be assigned to teach in the diploma, certificate and other educational programs of the Coady Institute. Such teaching may include but is not limited to teaching courses, workshops, specializations, cooperative inquiries and advising

independent studies. These educational programs are offered on campus, in other locations overseas and in Canada, and by distance.

Administrative and committee work may also be part of the responsibilities. Some staff may teach on a part-time basis in University academic programs. In some instances Program Teaching Staff may hold a cross-appointment with an academic department of the University.

3.2 Research

This involves the creation of new knowledge, and/or the creative use of existing knowledge, and/or the organization and synthesis of existing knowledge in the area of expertise of individual Coady Program Teaching Staff. It also involves drafting funding proposals, identifying third party funding sources and managing funded research programs.

Research activity conducted within their area of expertise by Coady Program Teaching Staff in the course of their duties shall have as primary objectives the increase of knowledge and understanding of development, the improvement of the member's teaching and scholarly competence, and influence on development practice and policy.

Program Teaching Staff have an obligation to develop and maintain their competence and effectiveness in carrying out their duties within their area of expertise. They shall keep current on issues and trends as they effect the research and practice of the Coady Institute and the development profession. Disseminating research results through journal articles, books and other practice based publications is central to this role.

3.3 Capacity strengthening (through partnership work)

This involves direct capacity building (as opposed to indirect capacity building that is accomplished through educational programmes). Capacity strengthening includes work with specific organizations (usually in the Global South) to build their capacity to promote and support citizen-led development. It might involve, for example, helping organizations in their work to build enabling environments, stimulating asset based community development, assessing micro-finance options, carrying out monitoring and evaluation, and building leadership capacity in organizations.

Typically work in this area is with civil society organizations (Member based organizations, NGOs etc.) but increasingly it is with universities, governments and social enterprises. Cultivating, implementing and managing partnerships with the development organizations and funders are central to this role.

3.4 Service

Consistent with their principal duties, Coady Program Teaching Staff are encouraged to participate actively in the work of the Institute and the University through active membership on appropriate bodies such as Institute or University Committees where

eligible (e.g. Health and Safety, Pension) and where such activities do not interfere with their principle duties. Members have the right, and are encouraged, to participate actively in the work of academic and professional associations, provided such activities do not interfere with their principal duties.

Academic Service involves such things as contributions to interdepartmental co-operation and management of, and planning for, joint programs; internal and external activities related to the research, capacity strengthening and teaching functions of the Coady Institute, or the academic needs of the University.

- 4.0 As appropriate, there shall be prior consultation with Program Teaching Staff on the assignment of duties in relation to on-campus educational programs and the scheduling of out-of-station and overseas assignments. Once such duties or schedules have been assigned it is the responsibility of the member to fulfill the assigned duties on schedule.
- 5.0 Members will from time to time and upon request from the Director of the Coady Institute be required to review the educational programs, research and capacity building services provided against the needs of the local and global development community and to adapt these programs as required.

Article 6.4 RECRUITMENT AND APPOINTMENT PROCEDURE

- 1.0 a) Vacancies shall be filled by open competition, by means of an advertisement on the University's Web site and in appropriate public media for at least a two (2) week period. The areas of search may be broadened at the discretion of the Director.
- b) Postings shall identify the date of the posting, description of the position, the location, the starting date and duration (if appropriate), the location (on/off campus), and the qualifications for the appointment. The posting shall include the standard StFX Human Resources recruitment language.
- 1.1 A copy of the advertisement shall be forwarded to the Association at the same time as it is submitted for publication, along with a list of the publications and distribution points to which it is being submitted.
- 1.2 Selection Committee
- i) For Coady Program Teaching Staff a selection committee shall be struck consisting of the Director of the Coady Institute, who will chair the committee, the Assistant Director and/or the Manager of Direct Education Programs as appropriate, and (a) program teaching staff member(s) with appropriate areas of expertise.
- ii) The Selection Committee shall follow the standard hiring procedures of the University.

- 1.3 The application and supporting documents of all candidates shall be made available to all members of the selection committee. The applications and supporting documents of all short listed candidates shall be made available to all other Program Teaching Staff except candidates for the position.
- 1.4 The interview process will be the same for each candidate interviewed insofar as circumstances will reasonably permit. Each candidate interviewed shall meet with all available members of the selection committee and all other available Program Teaching Staff.
- 1.5 The selection committee shall decide on an appropriate mechanism for gathering opinions concerning candidates for the position.
- 1.6 The selection committee shall make a recommendation to the Director. It may recommend a candidate be offered the position, or it may recommend that no candidate be offered the position.
- 1.7 The Director in consultation with Human Resources shall decide upon the rank, salary and type of appointment which is to be offered.

Appointment

- i) The Director shall make all appointments.
 - ii) Offers of employment shall be consistent with Human Resources policies and practices for all university employees.
- 2.0 Letters of appointment shall state explicitly:
- a) the rank at which the appointment is to be made;
 - b) the type of appointment, including its length;
 - c) the salary, the market differential component of the salary, if any;
 - d) relocation expenses, if any;
 - e) applicable fringe benefits available to the appointee.

The written offer shall also make explicit reference to the location in the Agreement where Members' duties, rights, and privileges are specified. A copy of the Agreement and all subsequent letters of understanding (or a reference to the website where the Agreement is located) shall be included with such letters.

- 3.0 The written offer of appointment and the written acceptance shall be in the possession of the proposed new Program Teaching Staff member and the University respectively before an appointment can take effect. A copy of the letter of appointment will be sent to the President of the Association.

Article 6.5 TERMS OF APPOINTMENT

- 1.0 There are two types of appointment:
 - i) Probationary Term – with reviews at twelve (12) and twenty-four (24) months
 - ii) Permanent – following two satisfactory probationary reviews
- 2.0 In addition, the Coady Institute may consider short-term hires. These appointments of less than 3 months are made by the Manager of Educational Programs or Manager of Research and Publications and/or the Director for the purpose of providing specialized teaching for intensive periods and will not be governed by this Agreement.
- 3.0 The Director of the Coady Institute may also appoint individuals to the position of Coady Fellow. Such individuals will not be governed by this Agreement.
- 4.0 The first twenty-four months of an appointment shall be considered probationary with reviews to take place at both twelve (12) and twenty-four (24) months. Within ninety days from the employee's appointment date, he/she will develop a work plan with objectives for the year. This plan will be agreed to by both the employee and the Director. It will form the basis of the employee's performance review at the end of the twelve months. The continuance of the employee's appointment will be subject to a satisfactory review.
- 4.1 Time spent on leave and/or other breaks in service shall not count toward the probationary period.
- 4.2 Where a member holds a probationary cross-appointment to an academic department their performance with respect to that Department will be reviewed through normal departmental review processes as outlined in Section 2 of the main agreement.

Article 6.5.1 RELOCATION EXPENSES FOR NEW APPOINTEES

- 1.0 When the Institute provides funds to assist newly appointed full-time Program Teaching Staff to relocate to Antigonish, it does so on the basis of economy class air fare to Halifax for the new employee and his or her immediate family, plus an additional allowance for travel from Halifax to Antigonish.
- 2.0 If all the travel is by private motor car, then the lower of either the actual cost involved or the economy class airfare to Halifax will be provided.
- 3.0 The Institute also will contribute to the cost of moving household and personal effects.
- 3.1 Moving costs will be refunded against receipts, subject to the relevant maximum stated below [see 3.2, below].

- 3.2 The maximum support for relocation (including either the airfare and Halifax/Antigonish travel allowance, or the actual cost of private motor car travel) shall normally not exceed one-twelfth of the initial salary for a probationary or permanent appointment.
- 4.0 Program Teaching Staff resigning from a probationary or permanent appointment within twenty-four (24) months of beginning employment will reimburse the University for the relocation assistance received on a pro-rated basis.

Article 6.5.2 RANK STRUCTURE

- 1.0 The University recognizes three Program Teaching Staff ranks.
- 1.1 The three ranks are indicated below with the conditions and qualifications required for each.
- 2.0 **Program Teaching Staff I**
- 2.1 A person appointed to this rank shall possess a relevant University degree at the Masters level, and shall normally have a minimum of five years of full-time experience as a professional community development practitioner.
- 3.0 **Program Teaching Staff II**
- 3.1 This rank is normally a career rank. The rank requires demonstrated ability to perform at a high level in teaching.
- 3.2 A person appointed to this rank shall possess at least a Masters degree in a discipline relevant to the work of the Coady International Institute, and shall normally have a minimum of ten years of full-time experience in community development work or equivalent in Canada or overseas, and shall normally have a minimum of five years of full-time experience at the Program Teaching Staff I level or equivalent.
- 3.3 Appointment to the rank of Program Staff II will be granted only if a member has demonstrated:
- a) that she or he has developed and demonstrated a high level of excellence in teaching. [6.3:4.1];
 - b) demonstrated productivity in the area of Research Activity [6.3:4.2]; and
 - c) demonstrated results in the area of Capacity Strengthening [6.3:4.3]; and
 - d) demonstrated contribution in the area of Service [6.3:4.4].

4.0 Program Staff III

- 4.1 This is the rank reserved for those who have made outstanding contributions to the profession and/or academic community.
- 4.2 Normally a person appointed to this rank shall possess a Doctorate degree or a second Masters degree in an area relevant to the Coady Institute's mission, and have a minimum of eight years at the previous rank.
- 4.3 Appointment to the rank of Program Teaching Staff III will be granted only if a member has:
- a) excelled in service to the Institute;
 - b) shown evidence of professional leadership and exemplary service to the Institute.
- 5.0 A Program Teaching Staff member's service to his or her academic/professional community or exceptional service to his or her community will be considered, but not in place of any minimum requirement for appointment to a rank.

Article 6.6 CONDITIONS OF EMPLOYMENT

1.0 New Hires

For new hires, the Director shall determine appropriate Program Teaching Staff rank and placement on the scale in accordance with years of relevant experience, professional accomplishments and academic qualifications.

If it is the intention to offer a candidate an appointment at the rank of Program Teaching Staff II at the time of initial appointment the Promotion Committee shall meet to discuss the proposed rank.

1.1 Current Members

Current members will be placed on the new grid at the nearest to but not less than their current salary and step afforded on July 1, 2009.

- 2.0** Consistent with the qualification requirements of the rank concerned, all Program Teaching Staff, whether notice of permanent appointment is given or not, shall be eligible to apply for advancement in rank. Staff holding the rank of Program Teaching Staff I shall ordinarily spend a minimum of 5 years in this rank before becoming eligible to apply for advancement to the rank of Program Teaching Staff II.

3.0 Market Supplements

The Director of Coady in consultation with the Director of Human Resources may offer a market supplement as a recruitment measure when there is a high market demand for

persons with the desired credentials or experience. Supplements will be reviewed every three years with possibility of renewal if the market demand still exists.

4.0 Promotion

Program Teaching Staff are normally eligible to apply for advancement in rank after holding their position for the minimum number of years as indicated in 6.5.2.

The application will consist of the following material submitted by the applicant:

- a) an updated curriculum vitae
- b) evidence of teaching evaluation
- c) examples of the applicant's research and publications and other evidence of contributions to the field of development practice and knowledge and the overall advancement of the Institute's work.
- d) the names of at least 3 peers in the profession outside of the Coady Institute who will provide references concerning the applicant's contributions to the field of development practice and knowledge
- e) any other material the applicant believes relevant to his or her case.

The results of the applicant's annual performance evaluations will also be submitted by the Director of the Coady Institute as part of the application.

The application shall be heard by a Promotion Committee.

For Coady Program Teaching Staff the Promotion Committee shall be composed of

- a) the Director, who shall be the chair,
- b) the Assistant Director,
- c) Manager of Educational Programmes
- d) Manager of Research and Publications; and
- e) a member of the Program Teaching Staff II elected by the members not already represented on the Committee; and
- f) an external reviewer, if deemed necessary by the Director.

The Promotion Committee will assess the application and either recommend for or recommend against granting promotion based on the following criteria, in accordance with the rank structure [6.5.2]:

- a) excellence in the applicant's teaching record
- b) excellence in the applicant's contributions to the field of development practice and knowledge, research and publications
- c) success in the applicant's initiatives in developing partnerships between the Coady Institute and other development organizations including organizations providing funding for development work.

Program Teaching Staff holding cross-appointments with another academic department of the University shall have their teaching related to that academic department evaluated under the normal department mechanisms as outlined in Section 2 of the main agreement.

The Director will forward the Promotion Committee's recommendation to the University President. The President will either grant the application for promotion or deny it.

If the application for promotion is successful, the employee will be placed on the salary grid for the Program Teaching Staff rank at the level one step above the salary level closest to but higher than his/her current salary but in no event at a level with a salary less than that received at the current rank.

In the event that the application for promotion is unsuccessful the applicant may reapply in subsequent years without prejudice.

5.0 Early Promotion

An employee with the rank of Program Teaching Staff I may elect to apply early for advancement in rank. Procedures and criteria are the same as those for Promotion. If the application is unsuccessful, the employee is eligible to apply again without prejudice after having held his/her position for 5 uninterrupted years. [6.6:2.0].

Article 6.6.2 RENEWAL OF A PROBATIONARY APPOINTMENT

- 1.0 A Program Teaching Staff member holding a Probationary Appointment shall be evaluated according to the criteria and procedures established in the relevant clauses of **6.7** of this Agreement.

Article 6.7 PERFORMANCE EVALUATION

- 1.0
- a) Coady Program Teaching Staff will have an annual performance evaluation.
 - b) At the beginning of each year each member of staff will develop a work plan for the year with objectives.
 - c) For Coady Institute Program Teaching Staff the annual performance evaluation will be done by the Director in consultation with the Assistant Director and Managers as appropriate. The employee will submit a written report on his/her activity for the year with reference to the work plan referred to in (b). The Director will evaluate the employee's performance over the year in light of the objectives established at the beginning of the year in the staff member's work plan. The Director will prepare

a written performance evaluation with a copy to the staff member. The Director will have a meeting with the staff member to discuss the evaluation. The staff member will receive a written copy of the finalized evaluation and has the right to formulate a written response and place it in his or her file.

- 1.1 The employee's performance against the annual work plan is to be rated as:
- Excellent – Individual performs all assigned duties in an exceptional manner.
 - Good – Individual performs many assigned duties well, and all other duties adequately.
 - Satisfactory – Individual performs all assigned duties satisfactorily.
 - Fair – Individual performs most assigned duties satisfactorily, but not all. Requires more than normal supervision.
 - Unsatisfactory – Individual fails to perform many assigned duties.
- 1.2 An evaluation for a probationary Program Teaching Staff, which is reported as “Fair, shall extend the probationary period by one year. One “Unsatisfactory” evaluation for a probationary or contract Program Teaching Staff shall be considered as grounds for dismissal for cause. Two consecutive “fair” evaluations for a probationary or contract Program Teaching Staff shall be considered grounds for dismissal or non-renewal of a contract.

Article 6.7.1 RESEARCH LEAVE

- 1.0 The University recognizes the importance of granting periodic Research Leave to full-time Program Teaching Staff at the Coady Institute.
- 2.0 Research Leaves are granted to enable individuals to further their scholarship and instructional capacity through study, writing, or other approved academic pursuits.
- 3.0 Because research leave involves a variable financial commitment granting of such leave is subject to budgetary considerations and is up to the discretion of the Director of Coady.
- 3.1 In the event a Program Teaching Staff member applies for and is otherwise qualified for a research leave but the leave is not granted because of the application of the provisions of clause 3.0, that member's application shall receive priority consideration the following year. It is the member's obligation to initiate a new request for a research leave when the previous request has been either deferred or refused. Within 90 days of the signing of this Agreement a committee shall be established to review the procedures for research leave applications. The committee shall consist of the Director of the Coady Institute, the Director of the Extension Department, one representative from the Program Teaching Staff and one representative of the Association.

- 3.2 Program Teaching Staff are encouraged to apply for external fellowships for their research leave. If such external fellowships are awarded, a reduction in University support may be made.
- 3.3 In general during the leave period, a Program Teaching Staff member shall not accept paid outside employment other than that which contributes to the member's professional development. He/she may, however, apply for and may receive permission to undertake suitable limited paid work (teaching, research, or other).
- 4.0 To be eligible to apply for Research Leave, a Program Teaching Staff member shall:
- a) hold a permanent appointment;
 - b) be expected and be able to return to the Coady Institute to normal professional duties for at least one year following the leave;
 - c) have an ongoing research program that is productive or shows promise of being productive;
 - d) not be seeking Research Leave for the purpose of study towards a graduate degree, conducting personal business, performing consulting services, or full-time employment elsewhere; and,
 - e) have worked a sufficient number of terms at the Coady Institute to be eligible. [see 5.3, below]
- 4.1 To be eligible cross appointed faculty should satisfy the requirements of both the Coady and their academic department.
- 5.0 Academic status, salary increments, and full pension and insurance benefits will be maintained while a Program Teaching Staff member is on Research Leave,
- 5.1 The member's Research Leave salary will be paid during the leave period. Remuneration will be eighty-five (85) percent of the member's full salary for the period of the Leave.
- 5.2 Research Leaves may be granted for a full or a half year but Research Leaves shall not be granted for successive years.
- 5.3 To be eligible for a full-year Research Leave, an individual must have accumulated credit for six years of normal duties in a continuing appointment. To be eligible for a half-year Research Leave, an individual must have accumulated credit for three years of normal duties in a continuing appointment.
- 6.0 Program Teaching Staff who are eligible for Research Leave shall apply to the Director for approval. The application shall include the dates of an intended Research Leave, current Curriculum Vitae and a Research Leave project proposal which demonstrates to the satisfaction of the Director that the Leave will be of sufficient scholarly contribution to justify its being granted.
- 6.1 In the event that an application for Research Leave is denied, the Director shall specify in writing the primary reason for that denial, that is, whether the leave has been denied

because the applicant is ineligible or because the proposal has insufficient academic merit, or whether the Leave has been denied on administrative grounds (e.g., for staffing or budgetary considerations).

- 7.0 Program Teaching Staff who becomes ill, injured or pregnant while on research leave may suspend the research leave under the following circumstances:
- a) the illness or injury is serious enough to interfere substantially with the work being conducted during the research;
 - b) there is a medical certificate attesting to the illness, injury or pregnancy;
 - c) more than half the research time remains. In that case, the timing of the resumption of the suspended portion of the leave shall be determined in consultation with the Director.
- 8.0 Within three months of return from Research Leave a Program Teaching Staff member is required to submit a Report to the Director on the scholarly activities completed during the leave.

Article 6.8 WORKPLANNING AND WORKLOAD

The total number of working days for Program Teaching Staff at the Coady Institute is 260 days, including statutory holidays and vacation. This figure is to be used as a basis for annual work planning by individual members.

Individual staff members develop work plans annually in accordance with the strategic priorities and operational plans of the Institute and the duties outlined in each person's job description. These are to be approved by the Director.

All work plans will be reviewed with the Director and adjusted if necessary, during the fall. As new opportunities or issues arise which may have an impact on individual staff member's work plan, the staff member and Director would meet on an as needed basis to consider and make the required adjustments.

Article 6.9 MANAGEMENT APPOINTMENTS

- 1.0 The Coady Institute Director may from time to time appoint Program Teaching Staff to part-time or full-time management positions within the Coady International Institute. Unless the appointment is to the Assistant Director position, the individual shall remain a member of the Association during such appointments.

- 1.1 An individual who holds a permanent Program Teaching Staff appointment at the time of a management appointment by the Director, retains the right to return to the Program Teaching Staff position on a full-time basis upon leaving the management position.
- 1.2 Program teaching staff who accept a part-time management appointment with the Coady International Institute shall additionally be paid an “management stipend” negotiated annually between the Director and the appointee in consultation with the Director of Human Resources.
- 1.3 Time spent in a Coady International Institute management position shall be deemed equivalent service for all appropriate purposes of this Agreement.

Article 6.10 FINANCIAL EXIGENCY

- 1.0 The operations of the Coady International Institute are contingent on the Institute’s ability to generate funding to cover the costs of its operations from a variety of sources as outlined in the Overview of this Section.

In cases where the Institute has closed its fiscal year with an operating deficit, and where it cannot reasonably project an operating budget in surplus or break even for the following year, the Institute may be directed to adjust its salary costs by eliminating one or more positions held by Program Teaching Staff.

- 1.1 Severance Pay

In lieu of paid notice consistent with the Nova Scotia Labour Standards Code, the University may offer severance of not less than three weeks pay per year of employment, to a maximum of one year’s pay.

Article 6.11 APPLICABLE CLAUSES IN OTHER SECTIONS OF AGREEMENT

Clause	Article
Discipline	Article 2.3.1
Sick Leave	Appendix I: 1.10
Emergency Family Days	Appendix I: 1.11
Vacation Leave	Appendix I: 1.12
Holidays	Appendix I: 1.13

Section 6 Appendix A: Coady Program Teaching Staff Salary Grid

Coady Salary Grid

	2009-10	2010-11	2011-12
Program Teaching Staff I			
1	63,265	66,844	70,424
2	65,393	69,093	72,793
3	67,489	71,307	75,126
4	69,652	73,593	77,534
5	71,782	75,843	79,905
Program Teaching Staff II			
1	73,911	78,093	82,275
2	76,040	80,342	84,645
3	78,168	82,591	87,014
4	80,297	84,841	89,384
5	82,426	87,090	91,754
Program Teaching Staff III			
1	84,556	89,341	94,125
2	86,685	91,590	96,495
3	88,814	93,840	98,865
4	90,943	96,089	101,234
5	93,071	98,338	103,604

SECTION 7

EXTENSION PROGRAM STAFF

SECTION 7

EXTENSION PROGRAM STAFF

Overview

The following document is intended to identify specific considerations and to provide guidance on matters unique to the members of the Program Staff, within the Extension Department.

The University has special endowments to support the Extension Department's community development mandate within North Eastern Nova Scotia in particular and more generally in the Atlantic Canada region and across the country. The Extension Department also undertakes work funded by philanthropic foundations and work contracted to and funded by the beneficiaries of its services or by third parties, such as government agencies. Finally, the Extension Department may receive some funding from the University's operating budget.

The existence of the Extension Program and continued employment of all positions within the Extension Department are significantly dependent on continued funding from all these sources sufficient to cover the costs of its operations including the salaries of its staff.

Article 7.1 DESCRIPTION OF ROLE

1.0 The Extension Department's Program Staff includes full time positions unique to Extension where the emphasis is community development work, community research, training and consultation services, and community and university service. Teaching at the Coady Institute or in the undergraduate programs may be required. The Description of Role may be modified according to the special expertise required for particular types of development projects or areas of work (e.g., community economic development).

Article 7.2 POSITION REQUIREMENTS

1.0 Minimum academic preparation and qualifications normally include a Masters degree in an appropriate discipline. In addition, 5 years experience in community development, adult education or economic development, is required.

1.1 Professional Requirements

Individuals in this position will be expected to keep abreast of best practices in community development through keeping up on current literature in the field, participation in relevant conferences and meetings of development professionals and of development policy makers. A record of publications in appropriate outlets for the work of development practitioners and policy makers is desirable.

Article 7.3 PROFESSIONAL RESPONSIBILITIES

- 1.0 Key responsibilities include cultivating partnerships with community based organizations and development organizations, drafting project proposals, identifying third party funding sources, managing and carrying out community development projects, conducting community related research projects, developing and delivering training programs, writing reports, and other activities normal to a consulting and technical assistance role. In addition, Program Staff will be expected to work with faculty in developing and implementing opportunities for student research, service and course related work in communities in Atlantic Canada. They may also be expected to facilitate faculty and other university links with communities in the region for the purpose of collaborative research and outreach projects. Teaching at the Coady Institute or in the undergraduate programs may be required.

Article 7.4 RECRUITMENT AND APPOINTMENT PROCEDURE

- 1.0 a) Vacancies shall be filled by open competition, by means of an advertisement on the University's Web site and in appropriate public media, for at least a two (2) week period. The areas of search may be broadened at the discretion of the Director. A copy of the advertisement shall be forwarded to the Association.
- b) Posting shall identify the date of the posting, description of the position, the location, the starting date and duration, the location (on/off campus) and the qualifications for the appointment.
- c) Selection Committee
- i) A Selection Committee shall be struck consisting of the Director of Extension, who will chair the committee, at least one member of Extension Program staff and a member of faculty or Coady Institute staff with a demonstrated interest in Extension's programs.
 - ii) The Selection Committee shall follow the standard hiring procedures of the University.
- d) Appointment
- i) In the case of an appointment of one year or less in duration, the Director shall make the appointment
 - ii) In the case of appointment greater than one year, the Chair of the Selection Committee shall recommend in writing the preferred candidate(s) to the University Vice President responsible for the Extension Department.
 - iii) Offers of employment shall be consistent with Human Resources policies and practices for all university employees.
- e) Types of Appointment
- i) Probationary Term – with reviews at twelve (12) and twenty-four (24) months
 - ii) Continuous – following two satisfactory probationary reviews

- 2.0 Letters of appointment shall state explicitly:
- a) the rank at which the appointment is to be made;
 - b) the type of appointment, including its length;
 - c) the salary, the market differential component of the salary, if any;
 - d) relocation expenses; if any;
 - e) applicable fringe benefits available to the appointee.

The written offer shall also make explicit reference to the location in the Agreement where Members' duties, rights, and privileges are specified. A copy of the Agreement and all subsequent letters of understanding (or a reference to the website where the Agreement is located) shall be included with such letters.

- 3.0 The written offer of appointment and the written acceptance shall be in the possession of the proposed new Extension Program Staff member and the University respectively before an appointment can take effect. A copy of the letter of appointment will be sent to the President of the Association.
- 4.0 Short-term hires
Appointments of less than 3 months for the purpose of providing specialized consultants for intensive periods will not be governed by this agreement.

Article 7.5 TERMS OF APPOINTMENT

- 1.0 The first twenty-four months of an appointment shall be considered probationary with reviews to take place at both 12 and 24 months. Within ninety days from the employee's appointment date, he/she will develop a work plan with objectives for the year. This plan will be agreed to by both the employee and the Director. It will form the basis of the employee's performance review at the end of the twelve months. The continuance of the employee's appointment will be subject to a satisfactory review.
- 2.0 Time spent on leave and/or other breaks in service shall not count toward the probationary period.

Article 7.6 CONDITIONS OF EMPLOYMENT

1.0 New Hires

The following point system will be used to determine initial placement for new hires on the grid:

Education

Attainment	Points
Less than MRP	0
Equal to MRP	1
1 Degree Above MRP	2

Notes re Education Attainment

- 1 MRP = minimum requirements for the position
- 2 Degrees above MRP must be deemed to be relevant to current position

Experience

Attainment	Points
Less than MRP	0
Equal to MRP	1
1 – 2 year > MRP	2
3 - 5 years > MRP	3
6 - 9 years > MRP	4
10 plus years > MRP	5

Total Point Chart

Point Total	
0 - 2	Step 1
3 - 4	Step 2
5 - 6	Step 3
7	Step 4

1.1 Current Members

Current members will be placed on the new grid at one step higher than the nearest to but not less than their current salary and step afforded on July 1, 2009.

2.0 Market Supplements

The Director of Extension, in consultation with Human Resources, may offer a market supplement as a recruitment measure when there is a high market demand for persons with the desired credentials or experience. Supplements will be reviewed every three years with a possibility of renewal if the market demand still exists.

- 3.0 The total number of working days for Extension Program Staff is 260 days, including statutory holidays and vacation. This figure is to be used as a basis for annual work planning by individual members.

Article 7.7 PERFORMANCE EVALUATION

- 1.0
- a) Extension Program Staff will have an annual performance evaluation.
 - b) At the beginning of each year each member of staff will develop a work plan for the year with objectives:
 - c) The annual performance evaluation will be done by the Director. The Director will evaluate his or her performance over the year in light of the objectives established at the beginning of the year in the staff member's work plan. The Director will prepare a written performance evaluation with a copy to the staff member. The Director will have a meeting with the staff member to discuss the evaluation. The staff member will receive a written copy of the finalized evaluation and has the right to formulate a written response and place it in his or her file.
- 1.1 The employee's performance against the annual work plan is to be rated as:
- Excellent – Individual performs all assigned duties in an exceptional manner.
 - Good – Individual performs many assigned duties well, and all other duties adequately.
 - Satisfactory – Individual performs all assigned duties satisfactorily.
 - Fair – Individual performs most assigned duties satisfactorily, but not all.
 - Unsatisfactory – Individual fails to perform many assigned duties.
- 1.2 An evaluation for a probationary Program Staff, which is reported as "Fair", shall extend the probationary period by one year. One "Unsatisfactory" evaluation for a probationary or contract Program Staff shall be considered as grounds for dismissal for cause. Two consecutive "fair" evaluations for a probationary or contract Program Staff shall be considered grounds for dismissal or non-renewal of a contract.

Article 7.8 LEAVES OF ABSENCE

Extension Program Staff may be granted a non-paid leave of absence upon approval of the Director of Extension and University Vice President responsible for the Extension Department, in consultation with Human Resources, for a period of up to one year. At the University's discretion their position may be held open until they return.

Article 7.9 FINANCIAL EXIGENCY

1.0 The operations of the Extension Department are contingent on the Department’s ability to generate funding to cover the costs of its operations from a variety of sources as outlined in the Overview of this Section.

In cases where the Department has closed its fiscal year with an operating deficit and where it cannot reasonably project an operating budget in surplus or breakeven for the following year, the Department may be directed to adjust its salary costs by eliminating one or more positions held by Program Staff.

1.1 Severance Pay

In lieu of paid notice consistent with the Nova Scotia Labour Standards Code, the University may offer severance of not less than three weeks pay per year of employment, to a maximum of one year’s pay.

Article 7.10 APPLICABLE CLAUSES IN OTHER SECTIONS OF AGREEMENT

Clause	Article
Discipline	Article 2.3.1
Sick Leave	Appendix I: 1.10
Emergency Family Days	Appendix I: 1.11
Vacation Leave	Appendix I: 1.12
Holidays	Appendix I: 1.13

Section 7 Appendix A: Extension Program Staff Salary Grid

Extension Salary Grid

Step	2009-10	2010-11	2011-12
1	63,265	66,844	70,424
2	65,393	69,093	72,793
3	67,489	71,307	75,126
4	69,652	73,593	77,534
5	71,782	75,843	79,905

APPENDIX I

1.0 **BENEFITS FOR CLINICAL ASSOCIATES, LAB INSTRUCTORS, COADY AND EXTENSION**

1.10 **Sick Leave**

1.10.1 Purpose: To establish the conditions under which paid sick leave may be granted to employees.

1.10.2 Policy: The employer provides protection for its regular, full time employees against loss of income sustained because of illness.

- a) After six (6) months of continuous service, nine (9) days sick leave shall be credited to the employee. Thereafter employees accrue at the rate of one and one-half (1 1/2) days for every full month the employee is employed accumulative up to a maximum of seventy-five (75) working days.
- b) The employer reserves the right to require satisfactory proof of illness before any sick leave is granted.
- c) With the exception of holidays a deduction shall be made from accumulated sick leave of all normal working days absent for sick leave.

1.11 **Emergency Family Days**

The University recognizes that with the stress of modern life and the change in workforce demographics come the added responsibilities for family concerns that may need to be addressed during the regular work week. In this regard, the University provides two days per vacation year per employee to attend to family emergencies. These days are intended to cover time needed for looking after sick children, elderly parents, disabled family members or other events of a serious nature that would normally require unpaid time off. These days do not accumulate and do not roll forward from one year to the next.

1.12 **Vacations**

Policy: The vacation year is July 1st to June 30th. Entitlement in a given year is calculated based on completed employment as of June 30th. For partial years of service, entitlement is pro-rated as follows: (# of months worked) /12 x # of entitlement working days. Entitlement for Clinical Associates, Lab Instructors, Coady and Extension Program Staff is as follows:

- a) Less than one (1) year of service on July 1 will receive vacation pay or equivalent time off as provided for by the Labour Standards Code.
- b) More than one (1) year of service but less than three (3) years of service on July 1, one and one-quarter ($1\frac{1}{4}$) days per month vacation for each month of service to accumulate to a maximum of fifteen (15) working days, including five (5) working days at Christmas.
- c) More than three (3) years of service but less than fifteen (15) years of service on July 1, one and two-thirds ($1\frac{2}{3}$) days per month vacation for each month of service to a maximum of twenty (20) working days, including five (5) days at Christmas.
- d) More than fifteen (15) years of service but less than twenty-five (25) years of service on July 1, two and one-tenth ($2\frac{1}{10}$) days per month vacation for each month of service to a maximum of twenty-five (25) working days, including five (5) days at Christmas.
- e) More than twenty-five (25) years of service on July 1, two and one-half ($2\frac{1}{2}$) days per month vacation for each month of service to a maximum of thirty (30) working days, including five (5) days at Christmas.

In the event that a different entitlement is or was formally agreed to upon appointment to a permanent position it will supersede the entitlement herein.

The scheduling of vacation is subject to the final decision of the Supervisor or Chair, taking into consideration the workload of the department. Preference for vacation time will be on the basis of seniority and vacations must be taken in the vacation year in which they become due. Carry over or banking of vacations is discouraged and will only be approved in exceptional circumstances. There will be no payout of vacation accrual.

Regular Full-Time staff members, for the purpose of this policy, is to include those employees who are employed on a full-time basis for only the academic year.

Regular Part-Time staff member will be eligible for the above entitlements based on a pro rata basis.

Vacations do not apply to temporary or casual employees; however, they will receive vacation pay as provided for by the Labour Standards Code.

1.13 Holidays

Statutory and other holidays will be observed as follows:

New Year's Day
First Monday of University Students' mid-term recess
Good Friday
Victoria Day
Canada Day
First Monday in August
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

In departments where regular service must be maintained on the above holidays, employees who are required to work shall have the option of:

- a) working the regular hours at the wage of time and one-half;
- b) taking a day off in lieu with pay.

Temporary employees will receive the normal day's pay for any of the statutory holidays, provided the employee has received or is entitled to receive wages for at least fifteen (15) days during the thirty (30) days immediately preceding the holiday and has worked on the working day immediately preceding and immediately following the holiday.



st. FRANCIS XAVIER UNIVERSITY

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ANTIGONISH, NOVA SCOTIA
CANADA B2G 2W5
Website: <http://www.stfx.ca>

On behalf of the St. Francis Xavier University Association of University Teachers and St. Francis Xavier University, the individuals below have completed negotiations and gained ratification of the attached Collective Agreement.

On behalf of St. Francis Xavier University

Mr. Ramsay Duff,
Vice President Finance & Operations,
Secretary-Treasurer Board of Governors

Dr. Mary McGillivray,
Academic Vice President & Provost

On behalf of St. Francis Xavier University
Association of University Teachers

Dr. Peter McInnis,
President

Ms. Elaine MacLean,
Chief Negotiator

Signed at Antigonish, Nova Scotia this th 29 day of July, 2010

LETTER OF UNDERSTANDING #1

Between St Francis Xavier University (hereafter referred to as the University)

And

St. Francis Xavier Association of University Teachers (hereafter referred to as the StFXAUT)

The parties agree that:

The following benefits will be continued for eligible Post 65 active employees and their eligible dependents with no change in the current cost sharing arrangements. These benefits include:

- Extended medical including top up to Pharmacare*(age 68)
- Dental (age 68)
- Group Emergency Travel (age 70)
- EFAP
- Basic Life (age 70)
- Basic AD&D (age 68)
- Group Travel Accident (age 70)

**For purposes of clarity, Post 65 employees must enroll in the Nova Scotia Pharmacare Program and are responsible for fulfilling all requirements under that Program. The StFX benefits are a “top-up” to the Pharmacare Program.*

The terms of coverage will be offered effective August 31, 2009 and will extend until the end of the term of the Agreement currently under negotiation. At the end of the Agreement, the University’s benefit consultants will review the overall benefit plan experience and the experience of the Post 65 active employees and their dependents and provide a report on same to StFX and the StFXAUT.

The University and the StFXAUT will review this report within the context of negotiating a cost sharing arrangement. Such an arrangement will have the effect of insulating the University from financial losses on a go-forward basis, resulting from claims experience of the Post 65 employees and their dependents. Such cost sharing arrangement may include all StFXAUT Members within the Plan or be specific to Post 65 active employees, or some other form acceptable to both StFX and the StFXAUT.

Signed at Antigonish, Nova Scotia this 27th day of August 2009.

Ms. Elaine MacLean
For the StFXAUT

Mr. Ramsay Duff
For the University

LETTER OF UNDERSTANDING # 2

Between St Francis Xavier University (hereafter referred to as the University)

And

St. Francis Xavier Association of University Teachers (hereafter referred to as the StFXAUT)

The parties agree that the University will present draft Intellectual Property language for Librarians to the Joint Committee for the administration of this agreement within sixty days of the signing of the collective agreement.

Signed at Antigonish, Nova Scotia this 28th day of January 2010.

Ms. Elaine MacLean
For the StFXAUT

Mr. Ramsay Duff
For the University

LETTER OF UNDERSTANDING # 3

Between St Francis Xavier University (hereafter referred to as the University)

And

St. Francis Xavier Association of University Teachers (hereafter referred to as the StFXAUT)

The parties agree that the Faculty currently holding a post retirement appointment may continue to hold such appointment during the term of this agreement if eligible and in accordance with the following language. This is without prejudice to any claim current or pending made by Members affected by these provisions.

Post-Retirement Appointment

- 1.0 Applications for post-retirement appointments shall be made in accordance with the following procedure: a Faculty member makes application by October 1 to his or her Department, the Department makes a recommendation to the Dean by October 15, the Dean makes a recommendation to the Academic Vice-President and Provost by November 1, the Academic Vice-President and Provost reviews the request and forwards her or his recommendation to the President by November 15. The President makes a decision on the appointment by December 15.
- 1.1 Beyond retirement, a Faculty member may only receive a post-retirement appointment with the approval of the President and on the recommendation of the Department, the Chair, the Dean and the Academic Vice-President and Provost.
- 1.2 After the appointment has been approved by the President, the Dean shall write the post-retirement contract letter to the Faculty member, with copies to the Academic Vice-President and Provost, the Chair and the Human Resources Department.
- 1.3 Post-retirement appointments are limited term appointments for up to one year at a time only, and are limited to a total of five (5) years. Faculty members holding post-retirement appointments are expected to carry a teaching load equivalent to fifteen credits but are not expected to be involved in research or scholarly activity or in University service.
- 1.4 The salary of a post-retirement appointment shall be based on the floor of Lecturer for Assistant Professors, the floor of Assistant Professor for Associate Professors, and the floor of Associate Professor for full Professors. Since fringe benefits cease upon retirement, Faculty holding post-retirement appointments are ineligible to participate in the program of fringe benefits.

- 1.5 Notwithstanding the provision for a full time post-retirement appointment outlined above, a retired Faculty member may be appointed on a part-time basis with the approval of the Dean, after consultation with the Chair. Remuneration for such an appointment will be at the normal per course rate.

Signed at Antigonish, Nova Scotia this 29th day of January 2010.

Ms. Elaine MacLean
For the StFXAUT

Mr. Ramsay Duff
For the University