

**COLLECTIVE AGREEMENT**

BETWEEN

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

AND

**THE ST. FRANCIS XAVIER ASSOCIATION OF UNIVERSITY TEACHERS**

**Expires June 30, 2022**

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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,

“Act” shall mean the St. Francis Xavier University Act.

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

“Academic Administrator” shall mean a person who holds an academic administrative position (ie: Dean of Faculty, Director of School (with the exception of the Director of the School of Nursing), University Librarian, Academic Vice-President & Provost, President), or a person authorized to act in that capacity who has academic rank but is excluded from the bargaining unit for the duration of their appointment.

“Academic Calendar” 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 & Provost” or “AVP”, shall mean the Academic Vice President & 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 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, 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 shall mean one of the Deans of Faculty so designated in Part II, Section 4 of the 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, shall mean a body so designated in Part II, Section 5 of the By-Laws of St. Francis Xavier University.

“Director”, when used without qualification shall mean the Director of one of the School(s) created by the University Senate, with the exception of the Director of the School of Nursing.

“Director School of Nursing (SON)”, has the duties as prescribed in this Collective Agreement, and is the Chair of the SON and has the responsibilities and such other duties of the Chair as prescribed in this Collective Agreement.

“Employee” shall mean an employee of St. Francis Xavier University who is designated a member of the bargaining unit by Order Number 5203 of the Nova Scotia Labour Relations Board, April 4, 2005 and amended October 19, 2012.

“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 Part I Section 1 Article I (d) (2) of the 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” shall mean the Faculty of Arts of St. Francis Xavier University.

“Faculty of Business” shall mean the Faculty of Business of St. Francis Xavier University.

“Faculty of Education” shall mean the Faculty of Education of St. Francis Xavier University.

“Faculty of Science” 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, research and service for a member of their Department or Interdisciplinary Programme. “Full-time” for Librarians, Lab Instructors, Nurse Educators, Learning Skills Instructors, Coady Institute Program Teaching Staff, Dietetic Educators 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” shall refer to one of the interdisciplinary academic programmes offered within, between or among any of the Faculties.

“ 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” 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 and amended October 19, 2012.

“Non-participating Employee” shall mean an Employee who is temporarily excluded from participating in Association Activities by reason of appointment to the Board of Governors or the University Budget Committee.

“Parties” 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 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.

“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, shall refer to the President of St. Francis Xavier University.

“Research Chair” refers to an individual holding a position designated as a research chair by the President.

“School”, when used without qualification, shall refer to an academic unit created by the University Senate.

“Section” 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.

“Senate” shall mean the body so designated in Part II, Section 2, Article I of the By-Laws of St. Francis Xavier University.

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.

“The Faculty,” shall mean the body so designated in Part II, Section 1, Article I of the By-Laws of St. Francis Xavier University.

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

“Vacation Year” shall refer to the period between July 1 of one calendar year to June 30 of the next.

## **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.

St. Francis Xavier University and the StFXAUT recognize the right, privilege, responsibility and desirability of collegial processes of the University. The Parties recognize the importance of these academic, personnel, and governance processes and will continue to work together to promote collegiality. Both Parties agree that openness and transparency are important for collegiality and accountability.

## **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). Whether or not Employees are Members of the Association, they shall have the right of StFXAUT representation at any meeting with an Academic Administrator.
  - 1.2 Any Employee in the bargaining unit may, not later than thirty (30) days from the effective date of their appointment, file, in writing, with the Employer, a notice stating that they are 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 their 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, resigning and appointed to administrative positions, leaves, awards of tenure, awards of permanent appointment, 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 Employer will provide copies of any letters of appointment or renewal of appointment and copies of letters terminating, laying-off or re-assigning members. The Employer will also provide lists of members receiving URPTAs and professional expense monies and the amounts received by each. 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.
- 1.9 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.
- 1.10 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 reference to the website where the Collective Agreement and all subsequent letters of understanding are located and to provide a reference to the same website to each new member with their offer of employment letter. The Employer further agrees to provide a bound paper copy of the Collective Agreement to any member who so requests it.

### **ARTICLE 1.4.1 COURSE RELIEF FOR THE ASSOCIATION**

- 1.0 The University shall provide seven and a half credits of course reduction each year, to be balanced over two years, for the President of the Association if the President is a Faculty member and one quarter (1/4) reduction of the Association President's work load if they are not a Faculty member. In either case, the Association and the University will share the cost at the going rate of seven and a half credits of course reduction each year over two years for the teaching stipend.
- 2.0 The University shall provide one six-credit course reduction for Chief Grievance Officer(s) of the Association if they are a Faculty member and one quarter (1/4) reduction of the Association Chief Grievance Officer's workload if not a Faculty member, to a maximum of two six-credits of course reductions or two one quarter (1/4) reductions in workload or a combination thereof. In either case, the Association and the University will share the cost at the going rate of course teaching stipends.
- 3.0 The University shall allow the Association to purchase up to an additional six credits of course relief (or a one-quarter (1/4) reduction in workload for non-Faculty members) to be allocated at the discretion of the Executive but only with the agreement of the Member's Chair and appropriate Dean (or Director or University Librarian if applicable).

The Association will bear the cost, prorated to the current value of the six-credit course teaching stipend.

- 4.0 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 they are a Faculty member and one quarter (1/4) reduction of the Association Chief Negotiator's work load if they are not a Faculty member. In either case, the Association will reimburse the University at the going rate of one six-credit course teaching stipend.
- 5.0 The Association President, Co-Chief Grievance Officers or Chief Negotiator may opt out of the reduction in teaching or work load specified in clauses 1, 2 and 4 above, and choose to receive instead the equivalent 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.

Whereas service to the Association is equal to service to the University, the Parties affirm that what counts as service to the Association is determined by the Association and does not need to be directly related to the affairs of the University. The University does not have a role in either approving or denying any one kind of service that is deemed necessary by the Association.

#### **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**

- 1.0 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.
- 2.0 The University acknowledges that employees entitled to accommodation under the Nova Scotia Human Rights Act will be accommodated to the point of undue hardship.

#### **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.  
  
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, or filed by the Employer.

5.0 All written communications pursuant to this Article shall be by e-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.  
a) 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 a description of a specific occurrence or, identification of a pattern of occurrences, 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 Nurse Educators, Dietetic Educators, 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 Coady Program Teaching Staff, the appropriate administrative officer is the Director of the Coady Institute. In the case of Learning Skills Instructors, the appropriate administrative officer is the Academic Vice-President & Provost.

### **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 13.0 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. The Member may, however, upon request to the Association, be accompanied by an authorized representative of the Association.
- 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 appropriate Association representative. The appropriate Association representative may be accompanied by one other Association representatives and the Member(s). This meeting must take place within ten days from the receipt of the Grievance. The appropriate administrative officer or designate shall send their 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. If new information is brought forward in the submission at Step 2, it will pertain only to the existing grievance and not to an event that may be the subject of a separate grievance or be altogether unrelated.
- 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 their 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.

## **ARTICLE 1.8 EQUITY, DIVERSITY AND INCLUSION**

### **1.0 Principles**

- 1.1 The University and the Association are committed to and support the employment of persons from diverse backgrounds and aim to provide a safe, inclusive, and welcoming academic environment for all Employees. The Parties to this Agreement are committed to the objective of equal opportunities through positive action to improve the employment and retention of individuals from designated groups as per Article 1.2.
- 1.2 For the purposes of this Agreement, the Parties use the terms designated group and under-represented group interchangeably. The designated groups to which this policy refers shall initially be women, Indigenous Peoples, members of visible minorities, people with disabilities and LGBTQ2S+ individuals.

### **Objectives**

- 2.0 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.
- 2.1 Qualifications. The primary criterion for appointment to positions at the University is academic, professional, administrative or technical excellence as applicable, and this criterion may take into account the diverse experiences of applicants and the many forms that scholarship can take. The criteria adopted in an appointment process must not systemically discriminate against members of equity-seeking groups. 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).
- 2.2 Where the qualifications of two candidates for appointment are demonstrably equal and one of these candidates is a member of a designated group that is under-represented in continuing appointment positions then the candidate of the under-represented group should be offered the position.
- 2.3 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.

2.4 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/Coordinators and Rank and Tenure. 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.

2.5 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. The development of the database will be based on a process of voluntary self-identification by means of a form supplied by Human Resources. Such form to be distributed to current members and new hires.

### 3.0 **Training**

3.1 All Full-Time Employees are required to complete a minimum of four (4) hours of training annually in topics related to Equity, Diversity and Inclusion (EDI). Topics may include but are not limited to: cultural competence and/or sensitivity, harassment & discrimination, sexual violence/disclosure and mental health first aid. The University will schedule a variety of training opportunities throughout the year to accommodate Employees' work schedules. Training delivered through external service providers may be accepted towards the mandatory training requirement subject to prior approval by the Human Rights & Equity Office. Employees must report completed training, by means of a form, to Human Resources by October 1 for the period of September 1 to August 31.

## **ARTICLE 1.9 PREGNANCY, ADOPTIVE, AND PARENTAL 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 week the Member shall receive 95% of their regular weekly salary.
  - b) For up to a maximum of sixteen (16) 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 regular weekly salary.
  - c) In the case of 1.9.1:2.1, payments shall begin no earlier than twelve (12) 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 their 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 their duties because of complications caused by their 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 week the Member shall receive 95% of her gross weekly salary;
  - b) For up to a maximum of sixteen (16) 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 gross weekly 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 their intention to return to work at least four (4) weeks prior to their 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 Standard Leave: 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. If the member shares these benefits with the other parent, they can receive five (5) extra weeks for a total of up to 40 weeks. One parent cannot receive more than thirty-five (35) weeks of standard parental benefits.

Extended Leave: 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 no later than sixty-one (61) weeks after the parental leave began. If you share these benefits with the other parents, you receive eight (8) extra weeks for a total of up to sixty-nine (69) weeks. One parent cannot receive more than sixty-one (61) weeks of extended parental benefits

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. For members taking the Extended leave option, the leave ends not later than sixty-one (61) weeks after the parental leave begins or seventy-seven (77) weeks after the child or children first arrive in the Member's home.

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) Standard Parental Leave: For Members who opt for standard EI parental leave benefits, the University will pay the difference between 95% of the Member's regular gross weekly earnings and the amount of weekly EI benefit earnings the Member is confirmed and documented to be receiving from EI for a period of up to ten (10) weeks following the expiry of the one (1) week waiting period (if applicable). Top-up will not be provided for the remainder of the parental leave.
- b) If parental leave is taken by a parent that was not on pregnancy leave for the first week of Parental Leave the Member shall receive 95% of the Member's gross weekly salary, and for the next nine (9) weeks shall receive the amount equal to the difference between EI benefits received and 95% of the Member's gross weekly salary.
- c) Extended Parental Leave: Should the Member opt for the extended parental benefits and be in receipt of the weekly EI benefit rate of 33% of the claimant's average weekly insurable earnings up to the maximum, that Member will receive for the first 10 weeks of Parental/Adoption Leave, the same amount of supplemental benefit as would have been received if the Member had opted for Standard Parental benefit as noted above. All amounts paid under this Policy will be subject to normal income tax, CPP deductions, and any continuing benefits deductions

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 their 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 their 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 under EI Standard Benefits, or less than sixty one (61) weeks under Extended Benefits of Parental Leave, the Member shall give written notice to the University of their intention to return to work at least four (4) weeks prior to the expected date of return.

- 4.0 When a Pregnancy or Parental leave begins or ends within the Fall or Winter semesters, the Faculty Member may request alternative duties be assigned in lieu of any full-semester teaching assignments. These alternative duties may include research and service duties as well as teaching duties that do not include assignment to full-semester course. These duties will be assigned by the Department Chair in consultation with the Dean.

#### **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:
- Standard Leave: Thirty-five (35) weeks (up to forty (40) weeks if shared with other parent but one parent cannot receive more than thirty-five (35) weeks of standard benefits) OR
- Extended Leave: Sixty-one (61) weeks (up to sixty-nine (69) weeks if shared with other parent but one parent cannot receive more than sixty-one (61) weeks of standard benefits) of unpaid Parental Leave in accordance with the terms of the Labour Standards Code.
- 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 or seventy-seven (77) weeks if extended leave is taken.
- 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 Member 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 Members home, provided the leave is completed within a fifty-two (52) week period after the child first arrives at home, or within seventy-seven (77) week period if extended leave is taken.
- 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 be deemed necessary while they are on Pregnancy, Adoptive or 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, and to provide as much notice as possible before their Adoptive Leave.
- 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, Adoptive or Parental Leave(s) is ( or are) taken during the Member's Probationary Appointment, they may elect to defer consideration of grant of tenure or permanent appointment by one year for each leave taken within that time period.
- Any Member who takes the full extended leave of seventy seven (77) weeks may elect to defer consideration of grant of tenure or permanent appointment by two years.
- 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, Adoptive or Parental 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.
- 4.0 Members on Pregnancy, Adoptive or Parental Leave are not required to complete any university reports with due dates that fall within the period of the leave. Such reports include but are not limited to Annual Reports, UCR reports, and sabbatical reports. These reports will be submitted within 60 days of a Member's return to work.

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

A Member shall be granted special leave of up to a maximum of five (5) days with pay during or immediately after the birth or adoption of the Member's child. Notice of intention to take such leave shall be given to the Member's immediate supervisor as soon as possible, but no less than (30) working days in advance of the commencement of such leave.

## **ARTICLE 1.10 COMPASSIONATE, CAREGIVER AND BEREAVEMENT LEAVE**

- 1.10.1 A Member who is the primary caregiver shall be granted compassionate care leave or family caregiver leave, in accordance with the provisions below, to care for ill or injured family members.
- 1.10.2 A Member who is the primary caregiver for gravely ill family members shall be entitled to a compassionate care leave for up to twenty-six (26) weeks in accordance with the Employment Insurance Compassionate Care Benefits.
- 1.10.3 A Member who is the primary caregiver for critically ill or injured adult family members shall be entitled to a family caregiver leave for up to fifteen (15) weeks in accordance with the Employment Insurance Family Caregiver Benefit for Adults.
- 1.10.4 A Member who is the primary caregiver for a critically ill or injured child shall be entitled to a family caregiver leave for up to thirty-five (35) weeks in accordance with the Employment Insurance Family Caregiver Benefit for Children.
- 1.10.5 Qualifying family members shall include all persons outlined under Employment Insurance Compassionate Care Benefits and Family Caregiver Benefit, which include, but are not limited to, a spouse or common-law partner, parent, child, relative.
- 1.10.6 The Employer shall provide a benefit to a maximum of three (3) weeks in accordance with the following:
- (a) The benefit will apply to all Members with a full time continuing appointment;
  - (b) The Member must apply for and be eligible to receive the Employment Insurance Compassionate Care Benefits or Family Caregiver Benefit and provide documentation indicating the amount of the EI benefit approved;
  - (c) The benefit payable by the Employer shall be an amount which combined with the EI benefit shall be equal to 95% of the Member's gross salary at the commencement of the leave by topping up the difference from the Member's sick leave bank.
- 1.10.7 A Member requesting compassionate care leave or family caregiver leave shall inform their Chair/Coordinator/Director, their Dean (or the University Librarian), and the Academic Vice President & Provost as soon as possible, stating the anticipated length of time of the leave.
- 1.10.8 When a Member returns from compassionate care leave or family caregiver leave during the fall or winter term, their individual teaching assignments shall be agreed upon by the member and their Department Chair/Coordinator/Director with the approval of the Dean.
- 1.10.9 A Member who has taken compassionate care leave or family caregiver leave of more than twenty six (26) weeks may elect to defer contractual decisions on reappointment or tenure/permanence by one year. Where a Member elects to defer such a decision, they shall provide the Academic Vice-President & Provost with written notice of their intention

to do so within thirty (30) working days of receiving notice from the Academic Vice-President & Provost that they are eligible for such consideration.

#### **1.10.10 Bereavement Leave**

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.

1.10.11 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 from:

- a) a Faculty member's or Librarian's initiative;
- b) the changing needs of the Faculty member's Department or the Library; or,
- c) 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 Leave of Absence [see **2.4.3** or **3.4.3**] 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, Nurse Educators, Coady Program Teaching Staff, Learning Skills Instructors and Dietetic Educators**
- 2.1 As the operations of the University expand and become more complex, the University may wish to encourage Members, or Members may wish 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 Should a request for study leave be denied, a rationale shall be sent to the Member requesting the Leave and their Chair or Supervisor, clearly detailing the reasons the Study Leave was denied.
- 2.5 Salary increments, full pension and insurance benefits will be maintained while a Member is on study leave.
- 2.6 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.
- 2.7 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 their 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, they 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

- c) period up to five years; and,  
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 their 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 their University appointment.
- 7.0 If a member continues to serve in the Parliament of Canada after the expiry of their five years full-time leave and if thereafter they wish to return to the University, their 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 their 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 them.

#### **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 RETIREMENT**

- 1.0 The policies described in this article apply to all Members of the Association.
- 2.0 Employees who wish to retire shall provide, to the Academic Vice-President & Provost, and Dean or Director, notice by October 31 of their intent to retire between May 1 and June 30 of the following year (seven (7) months notice). For Faculty, it is understood that there will be no effective dates during the Fall or Winter Teaching Terms.

## **ARTICLE 1.15 PENSION PLAN**

1.0 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.
- iii) Any member employed as a Limited-Term appointment shall be enrolled after they have been employed for two consecutive academic years.

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.

2.0 The StFXAUT shall elect from its Membership at least three representatives to the University Pension Plan Committee. That committee shall meet at least once in each Plan Year and shall be actively involved in any re-negotiations to the Plan and decisions including, but not limited to, the Plan provider and investment options within the Plan. The Committee shall be entitled to receive regular reports from the Plan provider on matters of performance and operations, as well as any special reports that may be requested or prepared that pertain to the Plan.

3.0 The Pension plan currently in operation shall continue in operation for the term of the Agreement, or until such time during the agreement as a new plan is agreed upon by the Employer and the Association. The Employer shall make no change in the Pension plan without the consent of the Association.

## **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. All Members will be automatically enrolled by Human Resources into the benefits programs to which they are eligible.

In the event that spouses or common-law partners are both members of the Association, both members will be enrolled in all benefits programs to which they are entitled to allow for the coordination of benefits between themselves and for their families.

Eligible full-time Members on continuing appointments of less than 12 months per academic year shall receive bridging coverage for benefits outlined in 1.16.1 and 1.16.2 between appointments. This coverage will be paid for by the University.

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 December 31 following their 71<sup>st</sup> birthday.
  - a) Any Limited Term appointments of at least nine (9) months will be enrolled in Health, Dental and Emergency Travel and Life Insurance as per the eligibility criteria during the term of their appointment.
- 1.2 The premium is paid by the University,
- 2.0 In summary, the plan provides:
  - a) Supplementary Hospital Benefit;
  - b) Extended Health Benefit;
  - c) Prescription Drug Benefit;
  - d) Dental Care Benefit;
  - e) Emergency Travel Benefit;
  - f) Vision Care Benefit
- 3.0 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.

### **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.
- 2.0 This insurance is optional, and the University does not contribute to the premium.

### **ARTICLE 1.16.4 CRITICAL ILLNESS**

- 1.0 All full-time Members are entitled to enroll in the critical illness insurance plan.
- 2.0 This insurance is optional, and the University does not contribute to the premium.

### **ARTICLE 1.16.5 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 they are on the business of the University.

### **ARTICLE 1.16.6 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.

### **Rights and Benefits**

- 2.0 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.
- 2.1 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.
- 2.2 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.
- 2.3 Dependents 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.

#### **ARTICLE 1.16.7 BENEFITS FOR PART-TIME MEMBERS**

- 1.0 Part-time Members, after having taught 4 three credit courses, or after being employed by the University for 450 hours (who do not qualify for other StFX benefit plans) are eligible for a Health Care Spending Account against which they may claim their health care related expenses. The University will credit to each eligible Member's Health Care Spending Account 5% of the total value of their compensation (e.g., per-course stipends) up to a maximum of \$1,200 on an annual basis with no rollover provision.

#### **ARTICLE 1.16.8 BENEFITS GOVERNANCE**

- 1.0 The StFXAUT Executive shall select two members, reporting to the Association, to serve on a four person committee with the Administration. This committee will be responsible for overseeing group benefit programmes in accordance with the provisions of this Collective Agreement. The committee shall meet at least once each year.
- 2.0 The Benefits plan currently in operation shall continue in operation for the term of the Agreement, or until such time during the agreement as a new plan is agreed upon by the Employer and the Association. The Employer shall make no change in the plan without the consent of the Association.
- 3.0 The Association reserves the right to opt out of any University contract and enter into its own contract(s) to provide benefits for its Members. In this event, the current value of all University-paid premiums, including any increments made effective by this Agreement, would be paid in full to the Association. In the event of the Association opting out, the Association will abide by any notice periods and required processes under the terms and conditions of the contract provider.

#### **ARTICLE 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 up to and including a Master's level, whether it is job related or not to a maximum of 12 credits during the period September 1 to August 31.
- (a) An Employee must commit one month of service with the Employer for every month, or portion thereof, spent completing Master's level courses, after completion of the degree requirements.

- (b) If an Employee leaves the employment of the University prior to completion of the required service, they shall reimburse the University for a pro-rated portion of the tuition credit.

- 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. twenty-four (24) or more credits) first undergraduate degree or diploma programme and 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 Nurse Educator, or permanent Dietetic Educator, or permanent Coady program teaching staff, or permanent Learning Skills Instructor who held a continuous appointment, had 15 years of service with the University and was employed by the University at the time of death.
  - e) A Member holding a Limited-Term appointment who has worked for two consecutive academic years.
  - f) 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.
- 1.2 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), they 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 they are 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 Nurse Educator, or permanent Dietetic Educator or permanent Coady Program Teaching Staff or permanent Learning Skills Instructor who held a continuous appointment, had 15 years of service with the University and was employed by the University at the time of death.
  - e) A Member holding a Limited-Term appointment who has worked for two consecutive academic years.
  - f) 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.
- 1.2 Spouses of full-time 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.
- 1.3 The tuition benefits are the same as those for children under **1.17.2:1.1**.



- 1.4 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), they 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 that shall meet at least once per month.
- 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 & Provost 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.

## ARTICLE 1.21 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 their 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 of a Faculty member, the procedure outlined in Termination of Employment **2.3** is to be followed. Dismissal for cause in cases of Librarians will follow procedures outlined in Termination of Employment **3.1.9**.

7.0 Where an allegation of a disciplinary nature has been made against a Member, the Academic Vice-President & Provost or designate shall:

- (a) Be encouraged to resolve a complaint through informal discussions. All informal discussions are to be considered confidential and without prejudice. They will not be relied on by any party at arbitration if the matter is not resolved;
- (b) initiate an investigation into the matter where there is no informal resolution to a complaint;
- (c) maintain appropriate documentation;
- (d) notify the Member in writing, with a copy to the Association, that an investigation is being conducted into the allegation(s) or an incident and

- provide the Member with information regarding the nature of the allegation(s) and/or description of the incident(s);
  - (e) meet with the Member and/or the Association within ten (10) working days of the notice referred to in (d) above, to review the details of the allegation (s) /incident, as they are known to that point, and to provide the Member with the opportunity to present their response and attempt to resolve the matter in a manner acceptable to all concerned;
  - (f) provide the Member with a further seven (7) working days from the date of the meeting referred to in (e) above to present their response to all evidence, to correct any misunderstandings;
  - (g) meet with the Member and/or the Association to provide the decision if 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 their 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

- b) 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 1.22 PROFESSIONAL EXPENSE FUND**

- 1.0 Professional Expense Reimbursement
- 1.1 The Employer will provide a Professional Expense Fund for the reimbursement of professional expenses.
- 1.2 The Employer shall reimburse Employees for professional expenses related to their scholarly and/or teaching duties and responsibilities, and for any professional expenses necessary to maintain their professional status. Each full-time Employee shall be eligible to seek reimbursement for professional expenses to a maximum of \$750 on an annual basis. Employees whose full-time appointment is less than 12 months shall be eligible for a pro-rated amount. Such expenses are limited to:
- a) travel and associated expenses related to scholarly meetings, conferences, study leave or other similar professional activities, and expenses not covered by or in excess of monies available from other funds for similar purposes;
  - b) registration fees and other expenses for meetings of learned societies, professional organizations, workshops, seminars and similar activities;
  - c) membership fees in learned societies and dues for professional organizations;
  - d) books, and subscriptions to scholarly journals;
  - e) expenses directly associated with teaching responsibilities or current active research, artistic or professional programs related to the Member's appointment, including supplies and equipment such as electronic hardware and software.

- 1.3 Such funds may not be used to subsidize the Employer's provision of equipment and supplies necessary to conduct the member's regular duties.
- 1.4 The amount specified in 1.2 shall be made available to the member through a Professional Expense Account.
- 1.5 If a member's expenses exceed the amount for which they are entitled in any fiscal year, the non-reimbursed portion of such excess may be claimed in the subsequent fiscal year.
- 1.6 Any unused portion of the amount earned in one fiscal year shall be carried forward no further than the subsequent fiscal year.
- 2.0 Procedures to Claim Reimbursement
- 2.1 Members shall receive reimbursement of professional expense claims upon presentation of original receipts.
  - a) Eligible members shall submit their claims to the Dean or designate prior to the end of the fiscal year.
  - b) All claims for reimbursement shall be accompanied by appropriate documentation for reimbursement made available by the Employer.

### **ARTICLE 1.23 HOLIDAYS**

New Year's Day  
Nova Scotia Heritage Day  
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.

## **ARTICLE 1.24 DOMESTIC VIOLENCE LEAVE**

1.24 A Member experiencing domestic violence or whose child under the age of 18 is experiencing domestic violence may take up to ten (10) intermittent or consecutive days per calendar year, of which three (3) of these days will be paid.

Such a Member may also take up to sixteen (16) consecutive weeks of unpaid leave per calendar year.

To qualify for domestic violence leave:

- (a) A Member must comply with the requirements under the NS Labour Standards Act;
- (b) A Member must have completed three (3) months of service; and
- (c) A Member must advise the University in writing as soon as possible of their intention to take such leave and the anticipated start and end date for the leave.

The University and the Faculty Association shall respect the confidentiality of a Member and/or their child experiencing domestic violence.

## **SECTION 2**

### **FACULTY & PART-TIME ACADEMIC INSTRUCTORS**



## **ARTICLE 2.0 RESPONSIBILITIES**

### **ARTICLE 2.0.1 FACULTY RESPONSIBILITIES**

#### **Professional Responsibilities**

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.

In cases where a Faculty member undertakes contract research as part of their responsibilities under item 2b) above, the specific terms of Article 2.7.2 apply.

Specific conditions and expectations apply in cases where a Faculty member undertakes outside professional activities. These conditions and expectations are described in Article 2.8 of this agreement.

3. Faculty members have the responsibility to deal fairly, professionally 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 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. Faculty members shall provide the Department Chair with an electronic course outline including methods of instruction and evaluation procedures no later than one week after the start of courses in the Academic Term in which the course is being offered. The Department Chair shall forward a copy to the appropriate Dean.

- 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 only 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.

## **Scholarship**

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

- 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 shall normally attend Convocations, and department or other University meetings held Monday to Friday, excluding holidays.

### **Annual Report of Activities - Faculty members**

- 7.0 Annual reports are for formative and reporting 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, who was employed by the University in the previous academic year, shall submit an electronic copy of an Annual Report of activities to their Dean by October 31st of each year. The Dean shall forward a copy of all Annual Reports for their faculty to the Academic Vice-President & Provost by November 30.
  - (b) The Annual Report shall include a statement of activities for the previous September 1 to August 31 period.
  - (c) The Annual Report for Faculty members shall include the following information, with respect to faculty responsibilities in the following format:

Name  
Department  
St. Francis Xavier University  
Email

Annual Report  
September 1 to August 31, Year

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Please submit an electronic version by email by October 31 to your Dean with respect to your accomplishments in the areas of Teaching, Scholarship and Service. These areas are defined in Articles 2.2.1:2.0, 2.2.1:3.0, and 2.2.1:4.0 respectively.

1. TEACHING

In particular describe any courses taught for the first time, significant revisions or updates to the course material, any new or revised experiments/activities in laboratories, and theses and honours projects supervised or directed studies courses taught.

Courses taught

Significant revisions/updates to course material and evaluative tools (eg., projects, assignments, papers, exams, etc.)

New/revised experiments, laboratories, major projects or other activities introduced into courses

Supervision of theses, honours projects, advanced major or senior research projects

Other instructional activities (eg., course or program development)

2. SCHOLARSHIP

Publications, conference presentations, ongoing research/writing projects, and grant applications.

Publications

Distinguished performance in the arts or literature

Conference presentations, participation in panels, invited performances

Ongoing research, scholarly or creative activities

Grant Applications (both received and applied for)

Training of Highly Qualified Personnel (Honours, Masters, and Ph.D. students; Lab assistants and Technicians)

Additional scholarship not listed above

3. SERVICE such as participation in committees inside and outside the University, or any significant service to your academic or professional community or significant contributions to the wider community (on national or local level)

University committees (include departmental and other university administrative roles)

Contributions to the academic and professional communities

Contributions to the wider community

The material listed under **Scholarship**, above, may be abstracted and compiled by the Academic Vice-President & Provost, or the Academic Vice-President & Provost's confidential delegate, to prepare statistical and aggregate data for reporting purposes to internal and external bodies and agencies.

Faculty members have the option to make the items listed under the **Scholarship** section of their Annual Reports available to the Associate Vice-President, Research and Graduate Studies for inclusion in an annual report on StFX research, scholarship and creative works that will be made accessible to the public.

**ARTICLE 2.0.2 CHAIRS OF DEPARTMENTS, COORDINATORS OF INTERDISCIPLINARY PROGRAMS, DIRECTOR, SCHOOL OF NURSING**

- 1.0 The Chair, Coordinator or Director, School of Nursing 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 all members of the Department
- 1.1 A Chair, Coordinator or Director, School of Nursing is eligible for reappointment.
- 2.0 The Chair, Coordinator or Director, School of Nursing shall be responsible, within the Department/Interdisciplinary Programme (IDP), or School, for carrying out the policies and programmes of the Faculty of which the Department/IDP/School is a part.
- 2.1 More specifically, the Chair, Coordinator or Director, School of Nursing shall:
  - a) convoke at least two meetings of their faculty/Interdisciplinary Programme Coordination Committee (IPCC)/School during the academic year for the discussion of the objectives of the Department/IDP/School

and the implementation of those objectives;

- b) in consultation with the Dean of their Faculty and with their Department/IDP/School, determine the courses of instruction to be offered by the Department/IDP/School in each academic year. The Chair /Coordinator/Director, School of Nursing shall, by May 31, inform each Faculty member in their department/IDP/School in writing, of the Faculty member's teaching assignment for the forthcoming academic year, after receiving 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 in the four week period before the beginning of the academic term, without the consent of the Faculty member, which consent will not unreasonably be denied. For Faculty members appointed after May 31, the Chair /Coordinator/Director, School of Nursing 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 advising and supervision for all students enrolled in majors, advanced majors, or honours programmes in the Department/IDP/School;
- d) have general supervision over the instruction and research of the Department/IDP/School including the review of all course syllabi for adherence to academic regulations and departmental norms prior to the start of classes each term;
- e) prepare the budget for the Department/IDP/School and, after consultation with members of the Department/IDP/School, submit it to the Dean;
- f) be responsible, after consultation with the University Librarian, for acquisition of library requirements for the Department/IDP/School;
- g) within University purchasing policy, be responsible for the purchase, maintenance, and allocation of equipment of special relevance to the work of the Department/IDP/School;
- h) be responsible for the preparation of relevant materials for the Academic Calendar;
- i) manage the budget allocated to the Department/IDP/School by the Dean;
- j) be responsible for tracking of sick leave and vacation leave of faculty and staff in the Department/IDP/School and communication of same with

Human Resources;

- k) attend national Chairs/Coordinators/Directors' meetings. Travel costs (pursuant to Article 2.12) will be covered once in a three (3) year term, or as required, for Chairs/Coordinators/Director, School of Nursing for Accredited programmes. Chairs/Coordinators/Director, School of Nursing shall provide a report of the meetings to their respective Deans, Departments and Programmes.
- l) shall carry out such other duties as required by the Collective Agreement or by Senate policies.

2.2 In addition to the responsibilities in 2.1 above the Chair/Coordinator/Director, School of Nursing shall:

- a) as Chair of the relevant search committee [see Article 2.1.1:4.0], be responsible for the coordination of the process for recruitment and selection of qualified staff in the Department/IDP/School;
- b) as Chair of the Departmental Evaluation Committee or Program Evaluation Committee [see Article 2.2.2.1], be responsible for the assessment of members of the Department/IDP/School and submission of such to the appropriate member of the University's administration;
- c) as Chair of the Departmental or Program Evaluation Committee, make recommendations to the Dean or appropriate committee regarding the further appointment and advancement of members of their Department/IDP/School.

2.3 In addition to the responsibilities in 2.2 above the Interdisciplinary Program Coordinator shall

- a) ensure that an Interdisciplinary Programme Coordinating Committee (IPCC) be constituted as a group having two or three representative Faculty members who teach core or designated courses in the IDP and two or three additional Faculty members who have taught core or designated IDP courses within the past three (3) years, or who have related research experience. 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. The Dean in whose faculty the IDP resides will approve each appointment to the Committee to ensure it is appropriately constituted. The Coordinator of the IDP shall Chair the IPCC.
- b) where part-time, overload or single-course assignments are concerned, the Coordinator shall be responsible for the assignment of these in consultation with the relevant Dean.
- c) as Chair of the Interdisciplinary Program Evaluation Committee [see Article



2.2.2.1], be responsible for the assessment of Members whose teaching responsibilities fall exclusively or predominantly within the IDP, and submission of such to the appropriate member of the University's administration;

- d) as Chair of the IDP Evaluation Committee make recommendations to the Dean or appropriate committee regarding the further appointment and advancement of members in the IDP, or, where the Member teaches exclusively or predominantly in the IDP but is appointed to another Department, make a joint recommendation with that Department's Chair to the appropriate Dean(s).

- 2.4 In addition to the responsibilities in 2.1 above, the Director, School of Nursing shall:
- a) be responsible for the overall transparent and accountable leadership of the School, including strategic planning and support for Faculty members and staff and overseeing of program evaluation;
  - b) ensure that the School of Nursing is compliant with all regulatory and legislative requirements and overseeing entry to practice professional licensure;
  - c) participate in government relations as required to support the School of Nursing;
  - d) be responsible for supervision of and tracking of sick leave and vacation leave of Nurse Educators in the School of Nursing, and communication of same with Human Resources;
  - e) be responsible for the promotion of Nursing education, community engagement, and sustaining and promoting partnerships, locally, regionally, nationally and internationally.
  - f) lead all accreditation for entry to practice professional licensure processes and work with the Associate Director Academic to submit reports.
  - g) approve the purchase of equipment and/or supplies as needed for School of Nursing.

2.5 The Chair/ Coordinator/Director, School of Nursing shall undertake to have executed every decision on which the Department/IDP/School has attained a consensus or majority decision, and shall in no instance countermand such a decision.

2.6 In instances where the Department/IDP/School has been unable to attain at least a majority decision, the Chair/ Coordinator/Director, School of Nursing may exercise their decision-making responsibilities.

3.0. For the School of Nursing (SON), there shall also be an Associate Director. The Associate Director reports to the Director of the SON to advance the shared goals across the program.

The Director, School of Nursing will chair a Committee and select the Associate Director. Nominations will be sought from School of Nursing Faculty members.

The Associate Director shall manage activities pertaining to students and any other pedagogical, operational, and administrative issues relevant to students in the Nursing program.

3.1 In addition to the responsibilities in Article 3.0, the Associate Director is responsible for:

- a) ensuring that the program curricular framework provides a clear and coherent foundation for excellence in Nursing education;
- b) ensuring that the students engage progressively in effective knowledge-based practice;
- c) ensuring that the students develop personally and professionally throughout the program;

3.2 In addition to the responsibilities in 3.1, the Associate Director shall:

- a) coordinate, facilitate and contribute to curriculum implementation in all years of the programs (e.g. simulation activities, activities associated with non-Nursing courses, course and Program assessments).
- b) monitor and implement Program design and practice changes, including modification of degree requirements.
- c) prepare submissions to the Director, as required, in preparation for committee review for curriculum and policy changes.
- d) engage in recruitment of students for admission into the Programs as appropriate.
- e) provide leadership and support to Faculty and Nurse Educators with regard to curriculum and student placement issues.
- f) act on behalf of the Director as requested.
- g) carry out such other duties as assigned by the Director or as required by the Collective Agreement or by Senate policies in consultation with the Director.
- h) in place of the Director, the Associate Director shall provide academic advising and supervision for all students enrolled in majors, advanced majors, or honours programmes in the School.
- i) assist the Director of the School of Nursing with government relations;
- j) oversee the accuracy of content and ease of accessibility of the School of Nursing website.

## **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 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 and Skills Development Canada.

#### **ARTICLE 2.1.1 RECRUITMENT AND APPOINTMENT PROCEDURE**

- 1.0 Each year, following consultation, in caucus, with Departmental colleagues, the Chair/Coordinator/Director, School of Nursing shall determine the Department/Program/School's staffing needs.
- 2.1 a) The Chair/Coordinator/Director, School of Nursing shall report, in writing, any needs for tenure track and Limited Term replacement or appointment to the Dean by September 15.
- 2.2 Changes in a Department/Program/School'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 & 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/Program/School normally by December 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 The Parties acknowledge that students are best served by Faculty who reflect their diversity and diverse Faculty are fundamental to innovation, teaching and scholarship at the University. To this end, University appointment policies and procedures shall be inclusive and provide for proactive recruitment of candidates from underrepresented groups specified in Article 1.8;1.2.

Where a workforce analysis conducted by the Human Rights and Equity office identifies a serious imbalance with respect to underrepresented groups within a particular academic unit, reasonable goals shall be established to address the imbalance. The results of actions taken shall be reported in writing to the Academic Vice-President & Provost.

- 3.4 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. The terms of appointment for each are specified in Article 2.1.3.
- 4.0 a) Whenever the University decides to hire a Faculty member there shall be a search committee made up of up to four (4) members of the department or departments concerned, including the Chair/Coordinator/Director, School of Nursing. The Department Chair/Coordinator/Director, School of Nursing shall normally chair the search committee.. In the case of interdisciplinary appointments, the search committee shall be made up of the Coordinator of the Programme and other members of the Interdisciplinary Programme or related disciplines selected by the Coordinator in consultation with the Dean(s).
- b) The Search Committee Chair shall present committee members with a Confidentiality and Conflict of Interest statement to be signed that outlines the conditions of service as a committee member. Regarding conflicts of interest, the following definition of conflict of interest will be used:
- A conflict of interest refers to a situation where financial, professional or other personal considerations may compromise or have the appearance of compromising an individual's professional judgment in the performance of their duties or in the exercise of their fiduciary obligations as a member of a faculty hiring committee.
- c) A representative from Human Resource or the Office of Human Rights and Equity will sit on all faculty hiring committees.
- 4.1 Vacancies shall be advertised both internally and externally on a national level for a minimum of fourteen (14) days 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 the Human Rights and Equity Advisor for review, 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/IDP/School; the anticipated type of appointment; the general qualifications and responsibilities, as well as more specific ones which are relevant considerations for non-traditional areas of research and/or research outputs in the application process; 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/ Coordinator/Director, School of Nursing.
- 4.2 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/Coordinator/Director, School of Nursing shall be responsible for the co-ordination of the search for candidates.

- 5.1 Search committees will rank selection criteria prior to screening the applications to ensure an unbiased, consistent and transparent selection process. The Chair/Coordinator/Director will establish clear expectations with committee members before the interviews begin. All committees will use an evaluation matrix and ensure that the same assessment process is applied to all candidates.
- 5.2 Committees will ensure all parts of the process are accessible. The University will offer accommodation to interview candidates and respect and adhere to any reasonable accommodation needs requested by interview candidates.
- 5.3 The application and supporting documents of all candidates shall be made available to all members of the search committee. The curriculum vitae of all shortlisted candidates shall be made available to all other members of the department(s) except candidates for the position.
  - 5.3.1 The supporting documents should include the candidate's letters of application, curriculum vitae, a statement on teaching and a statement on research expertise.
  - 5.3.2 Within ten (10) days of the closing date of the job posting, the Search Committee shall develop a list of candidates to be initially interviewed via remote technology where possible.
  - 5.3.3 Copies of the complete files of the top five (5) candidates as determined by the search committee shall be provided to the Dean in order of ranking.
  - 5.3.4 Within five (5) days of the completion of initial interviews of all candidates, the Chair shall recommend to the Dean, with rationale and reference to efforts to address imbalances in equity, diversity and inclusion, the top two candidates to be invited to campus for interviews.
  - 5.3.5 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 Chair/Coordinator/Director, School of Nursing shall arrange the on-campus final interviews. The Chair/Coordinator/Director, School of Nursing 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 members of the search committee and all available 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, the Associate Vice President, Research and Graduate Studies and the Academic Vice-President & Provost in the case of candidates for positions within Schools with the Director of the School.
- 5.4 The search committee shall decide on an appropriate mechanism for gathering student opinion concerning candidates for the position (e.g. email survey, written feedback) and for involving students in the process leading to a recommendation (e.g. classroom lecture, seminar lead, research talk). All candidates for this position must be evaluated

using the same mechanism and process.

- 5.5 The Chair/Coordinator/Director, School of Nursing, 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.
- 5.6 Each recommendation may be accompanied by advice on rank and salary, and shall be forwarded with appropriate rationale and supporting documents to the Dean. The Dean shall verify credentials and references with the support of Human Resources.
- 6.0 The Dean and the Academic Vice-President & Provost shall consult on the terms of each appointment.
- 6.1 The Dean, in consultation with the Academic Vice-President & 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 consider the appointment and make a recommendation to the President. The Rank and Tenure Committee will be granted access to all materials relevant to the candidate's application in order to make their recommendation.
- 6.3 Similarly, if it is the intention to offer a candidate an appointment with tenure, the Rank and Tenure Committee shall meet to consider the appointment and make a recommendation to the President. The Rank and Tenure Committee will be granted access to all materials relevant to the candidate's application in order to make their recommendation.
- 7.0 The Dean will issue a written offer of appointment in the name of the Academic Vice-President & 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, departments/Interdisciplinary Program/School to which the appointee will be assigned;
  - d) the Faculty with which the Faculty member is associated;
  - e) the Dean to which the Faculty member will report;
  - f) the salary; the market differential component of the salary, if any;

- g) start-up grant, if any; release time, if any;
- h) relocation expenses;
- i) the pension and other fringe benefits available to the appointee-;
- j) the location in the Collective Agreement where Faculty members' duties, rights, and privileges are specified;
- k) and a reference to the website where the Collective Agreement and all subsequent letters of understanding are located.

8.0 After receipt of written acceptance of the letter of appointment a copy shall be sent to the Academic Vice President & Provost, the President of the StFXAUT and to the Chair/Coordinator/Director, School of Nursing.

9.0 Short term hires of four months or less required to fill unanticipated vacancies (e.g. sick leave replacements) will not be subject to the above recruitment procedures.

#### **ARTICLE 2.1.1.1 RECRUITMENT OF CANADA RESEARCH CHAIRS**

1.0 As outlined in Senate Rules and Procedures, Section IV.2.f "The policy and planning of research chairs and strategic research priorities" Senate delegates this function to the Faculty Research Advisory Committee which reports annually to Senate. In undertaking this Senate-delegated function, it is agreed that:

- (a) The voting membership of the Research Advisory Committee (RAC) shall consist of not less than 2/3 regular faculty members (not concurrently serving as part of the University's administration);
- (b) In situations where a Research Chair has not been designated by the Academic Vice President & Provost to a specific department (or program), the RAC shall be responsible for overseeing a process for collecting proposals from various academic units outlining the nature and content of possible Research Chairs to be advertised.
- (c) The RAC shall ensure that all proposals for Research Chairs include justifications for how the proposed Research Chair will serve the broader research and teaching goals of the disciplines it will be connected to. This should include the Terms of Reference for the position and an identification of the departments/programs in which it could be housed including a description of the potential fit with the academic mission of each unit. This information shall guide an appropriately constituted Search Committee for each position.
- (d) The integrity and autonomy of the University is of paramount importance, as is the principle of academic freedom which ensures the rights of professors to freely advance knowledge. The RAC shall review safeguards/processes that are in place to ensure that the academic freedom of Research Chairs is not compromised by outside parties, including donors.

2.0 The Terms of Reference for Research Chair positions will be forwarded to the appropriate

department or program if the hire is to take place within one department or program. The hiring process will follow the process described in Article 2.1.1 of the Collective Agreement, (4.0-9.0).

- 3.0 In the case of a multidisciplinary hire, the following process will be used:
- (a) The Academic Vice President & Provost (or Associate Vice President Research & Graduate Studies, if designated) shall invite the Chairs/Coordinators of the departments and programs identified in the report of the RAC to form a Search Committee.
  - (b) After appropriate consultation with their departments/programs, the Chairs/Coordinators shall determine the size of the Search Committee and ensure appropriate representation from the departments/programs identified.
  - (c) The Search Committee shall elect a faculty member to serve as Chair of the Search Committee.
  - (d) The job ad shall be drafted by the Search Committee based on the terms of reference as outlined by the RAC, and the procedure outlined in Section 2.1.1:4.2 will be followed with the applications directed to the Chair of the Search Committee.
  - (e) Based on the applicant pool, the Search Committee shall ensure that any additional required department/program representation is included in the ongoing selection process before the short list is finalized. This will ensure that Search Committee members are adequately able to evaluate short-listed candidates during the interview stage.
  - (f) The Associate Vice President Research & Graduate Studies shall be invited to serve as an ex officio member of the Search Committee in an advisory capacity and without voting privileges.
  - (g) The following articles of the Recruitment and Procedure Appointment of Article 2.1.1 shall apply: 4.2 and 5.1-9.0, with Chair referring to the Chair of the Committee.

#### **ARTICLE 2.1.1.2 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 reasonable costs associated with relocation. The University accepts as reasonable costs those items approved by Canada Revenue Agency as eligible moving expenses for tax purposes.
- 2.0 Moving costs will be refunded against receipts, subject to the relevant maximum stated below.
- 2.1 The maximum support for relocation shall normally not exceed one-twelfth of the initial salary for a tenure-track or tenured appointment.
- 2.2 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.



- 2.3 Requests for reimbursements for relocation expenses must be made within a year from the date of the appointment.
- 3.0 If a Tenure-track or Tenured Faculty member resigns their 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 2.1.1.3 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 other Department or Interdisciplinary Programme in which they have 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 and Co-ordinator of the Department(s) or Interdisciplinary Programme involved)/Director, School of Nursing.
- 2.1.2 Such a recommendation of the Chair(s) and Co-ordinator/Director, School of Nursing shall be made only after consultation with the Faculty members of the relevant Department(s) and Interdisciplinary Programme.
- 2.2 A cross appointment shall be made by the Academic Vice-President & 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 Departments or between the Department and the Interdisciplinary Programme.
- 3.2 The letter of appointment shall also identify the Department in which the Faculty member holds the primary appointment.

- 3.3.1 An individual holding a cross appointment has the full rights of a Faculty member both in the Department of primary responsibility and in the Department or Interdisciplinary Programme in which they hold the secondary appointment.
- 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 or Interdisciplinary Programme of secondary responsibility shall be mutually agreed upon by the Chair(s) and Co-ordinator/ Director, School of Nursing and the Faculty member.
- 3.5 If the Departments or Interdisciplinary Programme are in different Faculties, the Faculty member with a cross appointment shall be a member of only the Faculty that includes the Department of primary appointment. Faculty members with a primary appointment to an Interdisciplinary Programme that is in two faculties are members of the Faculty designated by Deans in consultation with the Coordinator and the Faculty member.

#### 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) and Co-ordinator/Director, School of Nursing after consultation with the Faculty members of their Department(s) or Interdisciplinary Programme.
- 4.2 A renewal or alteration of a cross appointment shall be made by the Academic Vice President & Provost.

#### 5.0 **Termination of a Cross Appointment**

- 5.1 The termination or alteration of a cross appointment, except for cause, shall not in itself jeopardize the Faculty member's appointment with the University in the Department of primary appointment.
- 5.2 A cross appointment will normally terminate upon the termination of the appointment in the Department of primary appointment.

### **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.

## 2.0 **Lecturer**

- 2.1 A person appointed to this rank shall possess the Master's degree<sup>1</sup>.
- 2.2 No one shall remain in the rank of Lecturer more than five years, except in cases involving leave of absence [see **2.4.3**].

## 3.0 **Assistant Professor**

- 3.1 A person appointed to this rank shall possess the Doctorate degree, or the Master's degree and three years of University teaching experience, or the Master's degree and related professional experience.

## 4.0 **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.

## 5.0 **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.

### **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

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<sup>1</sup> In all cases, degrees and certificates equivalent to the Master's 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.

- University;
- b) a statement regarding the candidate's distinction in their 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 & 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 & 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 & Provost.

### **ARTICLE 2.1.3 TERMS OF APPOINTMENT**

1. There are three categories of Faculty appointments: Limited-Term, Probationary, and Tenured.
- 2.0 **Limited-Term Appointments**
- 2.1 A Limited-Term Appointment may be made in the following circumstances:
- a) to replace a Member who is on leave, who has been seconded to an institution outside the University, or who has assumed an administrative position outside the bargaining unit;
  - b) to fill vacancies that arise from the resignation, termination, or death of a tenured or tenure-track Member;
  - c) to fill temporarily a vacancy in an academic unit because a qualified candidate for a tenure-track appointment could not be found;
  - d) to fill a position which has funding that is likely to be temporary;
  - e) to meet a sudden increase in student enrollments which is not expected to continue;
  - f) in other circumstances where there is a bona fide reason for making such an appointment and with the written agreement of the Association.
  - g) Initial Limited-Term appointments of Faculty members shall normally be

made for any length of term up to 36 months.

- h) 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.

2.2 Where a Limited-Term instructor has taught at least four terms and where that Limited-Term instructor has a demonstrated record of satisfactory teaching, the fifth and subsequent term of Limited-Term appointment(s) will be offered to that Limited-Term instructor without formal posting. Where more than one Limited-Term instructor have appropriate qualifications, the Limited-Term appointment shall be offered to the one with the greatest seniority.

- a) The total time a Faculty member occupies Limited-Term appointments may not exceed four (4) Academic years except with the permission of both the University and the Association or except at the rank of Lecturer.

- b) Limited-Term appointments as sabbatical replacements are normally to be made for a term of less than one (1) academic year.

2.3 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.

2.4 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, sabbatical and advancement in rank at the specific request of the Faculty member.

2.5 Any Faculty member intending 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 and promotion.

### 3.0 **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. Faculty members starting a probationary appointment without a PhD can be renewed for up to an additional five years after completion of their PhD. These Faculty members must apply for Tenure no later than the beginning of their tenth (10<sup>th</sup>) year.

3.2.3 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.

- 3.2.4 Following the Probationary Appointment of a Faculty member at the rank of Lecturer or Assistant Professor, they 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, be offered a one year Limited-Term appointment;
  - d) notice of termination of service.
- 4.0 **Tenured or Permanent Appointments**
- 4.1 Tenured (or Permanent) Appointments are those that entitle Faculty members to continuity of employment until retirement, resignation or termination of employment in accordance with the conditions specified in **2.5, 1.14, 2.1.11, 2.1.9, 2.1.9.1, 2.1.9.2 and 1.16.6**.
- 4.2 Normally, appointments to the rank of Professor shall be Tenured Appointments [see **2.1.1: 6.2 and 6.3**].
- 4.3 No Faculty member, while holding the rank of Lecturer, is eligible for a Tenured Appointment.
- 5.0 **Visiting, Adjunct, or Senior Research Professors and Distinguished University Fellow, Professor Emeritus/a**
- 5.1 The positions of Visiting Professor, Adjunct Professor [see **2.1.2.1**], Distinguished University Fellow, Senior Research Professor and Professor Emeritus/a 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 their 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 their 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 Personnel File shall contain one copy of their curriculum vitae
  - b) A Faculty member may submit an updated curriculum vitae to their Personnel File at any time
  - c) A Faculty member shall submit an updated curriculum vitae for inclusion in their Personnel 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.
2. The Personnel File shall be kept in the Office of the Academic Vice-President & 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 their Personnel File up to date.
4. Each Faculty member shall have the right of access, upon twenty-four (24) hours' notice, to the entire content of their 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 & 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 their 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 September 1 the Academic Vice-President & 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 September 15.
- 3.0 Any other Faculty member seeking advancement in rank must apply, in writing, to the Chair of the Rank and Tenure Committee by September 15. A Faculty member may only be considered once for the granting of tenure.
- 4.0 Early promotion to the rank of Professor may be sought by a Faculty member on meeting the requirements outlined in 2.2.3.3 A Faculty member who seeks early consideration shall apply in writing to the Chair of the Rank and Tenure Committee by September 15. The application shall include a rationale (maximum 500 words) for early consideration.

Only Faculty members who are in their seventh (7<sup>th</sup>) year of service at the rank of Associate are eligible to apply for early promotion.

- 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 2.2.1 (evaluation criteria), 2.2.2 (agents of evaluation including the Departmental Evaluation Committee in Article 2.2.2.1, the methods of evaluating teaching in Article 2.2.2.1.1, the methods of evaluating research



and creative activity in Article 2.2.2.1.2, the methods of evaluating service in Article 2.2.2.1.3) and 2.2.3.3 (evaluation procedure) of this Agreement.

6.0 Applicants shall prepare an Academic Dossier as defined in Article 2.24.

### **ARTICLE 2.1.6 ACADEMIC TENURE**

1.0 Tenure means permanency of appointment and may only be terminated through;

- a) resignation
- b) retirement
- c) reasons of financial exigency as provided for in Article 2.1.9.1
- d) reasons of program redundancy as provided for in Article 2.1.9.2, and
- e) dismissal for cause as provided for in Article 1.21.
- f) permanent disability

Permanency of appointment includes entitlement, during the appointment, to all rights, benefits and privileges specified in the Agreement.

1.1 Academic freedom and 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 Faculty members who are about to complete the maximum number of years service allowed for Probationary Appointments in the rank of Assistant Professor [see **2.1.3**] will be reviewed automatically during the academic year preceding such completion of service in the probationary state. By September 1, the Academic Vice-President & 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 their 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 their Academic Dossier is complete by October 1.

3.0 Any other Faculty member seeking grant of tenure must apply, in writing, to the Academic Vice-President & Provost by September 15. A Faculty member may only be considered once for the granting of tenure.

4.0 The procedures and criteria for evaluation which shall be used in the review of applications for Academic Tenure are described in Articles 2.2.1 (evaluation criteria), 2.2.2 (agents of evaluation including the Departmental Evaluation Committee in Article 2.2.2.1 the methods of evaluating teaching in Article 2.2.2.1.1, the methods of evaluating research and creative activity in Article 2.2.2.1.2 and the methods of evaluating contributions to the University and wider community in Article 2.2.2.1.3) and 2.2.3.2 (evaluation procedure) of this Agreement.

- 6.0 Applicants shall prepare an Academic Dossier as defined in Article 2.2.4.

### **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 Article 2.2 of this Agreement. In particular, the evaluation criteria are set out in Article 2.2.1, the agents of evaluation in Article 2.2.2 (including the Departmental Evaluation Committee in Article 2.2.2.1), the methods of evaluating teaching in Article 2.2.2.1.1, and the evaluation procedure in Article 2.2.3.1.
- 2.0 Applicants shall prepare an Academic Dossier as defined in Article 2.2.4.
- 3.0 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 & 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 their Probationary Appointment.
- 3.1 Notice of the decision regarding renewal shall be given, in writing, to the Faculty member by the Dean.
- 3.2 Such notice shall be given by January 15.
- 4.0 For the time limits on probationary appointments, see Article 2.1.3, clause 3.

### **ARTICLE 2.1.8 ACADEMIC ADMINISTRATIVE APPOINTMENTS**

- 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 Academic Department upon completion of the administrative appointment.
- 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.

- 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 they have 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 appointed to an administrative position shall be excluded from the bargaining unit.
- 2.0 Faculty members who are excluded from the bargaining unit because they hold an administrative position 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.
- 3.0 Individuals excluded from the bargaining unit because they hold an administrative position are also excluded from election as Faculty representatives to the Senate or the Board and from membership on all committees in positions reserved for teaching faculty.
- 2.0 Non-participating Employees are governed by the Articles of this Agreement and enjoy all of its rights and privileges and are not subject to the exclusions noted in 2.1.8.1:3.0.

#### **ARTICLE 2.1.9 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. In the first two years of a tenure-track appointment, the standard teaching assignment is twelve (12) 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 a Lab Instructor is assigned to a contact period, the professor shall claim no teaching credit for that course, and cannot claim teaching credit unless the professor is present and teaching. The Chair in consultation with the Dean and Faculty member will assign teaching credit taking into consideration whether there are

bona fide reasons for the professor to be present and teaching in the lab (eg., the assigned lab instructor is new to the course, the labs are being substantially revamped, additional expertise is needed in the lab to provide assistance to students, etc.)

- 1.2 No Faculty member shall be obliged to teach more than the standard teaching assignment for their 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.
- 1.2.1 If the Dean indicates that a course is to be cancelled due to low enrolment, the Dean shall indicate the process to be followed, and suggest ways of, and assist with, increasing enrolment.
- 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.

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 Director, School of Nursing.

- 1.3.2 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.
- 1.3.3 In the Department of Adult Education, the teaching of one three-week Foundations Institute is equivalent to a teaching assignment of three (3) credit hours for Faculty members; should the enrolment in any Foundations Institute be equal to or greater than 20 students, it will be equivalent to a teaching assignment of six (6) credit hours. The remainder of the teaching assignment for faculty in the Department of Adult Education, to the maximum of 15 credit hours, consists of instructing students about research and supervising student learning throughout their program. A responsibility for seven (7) students over an academic year for this ongoing instruction shall be considered equivalent to three (3) credit hours for Faculty members. For a student to count, the student will be registered and paying the appropriate full-time or part-time tuition fees.
- 1.3.4 A Faculty member who supervises one StFX student in undergraduate honours research shall receive teaching credit in the amount of one ninth (1/9) of a three (3) credit course per completed honours thesis. If an undergraduate honours research project is co-supervised by two (2) Faculty members, each Faculty member will receive teaching credit of half the amount specified above per completed honours thesis. This compensation shall be banked and converted into either future course release or payment

at the rate of an overload course. When sufficient credit is earned, the Faculty member will consult with their Chair, Director of School of Nursing and Dean to arrange for the accumulated course release or payment for overload teaching to be taken.

- 1.3.5 The University and the StFXAUT recognize the importance of the role of thesis supervision within a teaching release credit system. Master's thesis supervision teaching credit shall be awarded one-third (1/3) of a three-credit course per completed thesis across all Faculties. This compensation shall be banked and converted into either future course release or payment at the rate of an overload course. When sufficient credit is earned, the Faculty member will consult with their Chair and Dean to arrange for the accumulated course release or payment for overload teaching to be taken.
- 1.3.6 A Faculty member who supervises one StFX student in a Doctoral program in the Faculty of Education shall receive teaching credit in the amount of two thirds (2/3) of a three (3) credit course per completed graduate thesis; only one Faculty member will be so eligible per completed graduate thesis. This compensation shall be banked and converted into either future course release or payment at the rate of an overload course. When sufficient credit is earned, the Faculty member will consult with their Chair and Dean to arrange for the accumulated course release or payment for overload teaching to be taken.
- 1.3.7 Credits for supervision as outlined in 1.3.5 and 1.3.6 shall apply for students whose start date in the program is on or after July 1, 2016.
- 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.
- 1.6 Canada Research Chairs and Faculty occupying other externally funded research positions 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. Where the program or sponsor requires a teaching assignment less than 7.5 credit hours per year, the teaching assignment will be further reduced. In the event of a clawback of a CRC position by the CRC program through no fault of the affected member, the member shall retain the title associated with the Chair or a similar designation assigned by the University for the term of the Chair that would have occurred in the absence of the clawback. The affected member shall retain rights of the CRC including the teaching load for externally funded research chairs as described in this article and the CRC stipend for the term of the Chair that would have occurred in the absence of the clawback.

## 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, or Director, School of Nursing 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 three-year period.
- 2.2 Faculty may be issued a contract to teach overload only when requested by the Department Chair or Director, School of Nursing. All overload course assignments must be approved by the appropriate Dean.
- 2.3 For Faculty on nine (9) month Limited-Term Appointments, the maximum teaching overload during the term of their appointment is nine (9) credit hours.

## 3.0 **Continuing and Distance Education Courses**

- 3.1 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.
- 3.2 Faculty may be issued a contract to teach overload for Continuing and Distance Education only when requested by the Department Chair. All overload course assignments must be approved by the appropriate Dean.

## **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;
  - b) Scholarship ;
  - c) Service to the University community; the member's academic/professional community, and the wider community.
- 2.0 **Teaching**
- 2.1 Faculty members have an obligation to make all reasonable efforts to develop and maintain their scholarly competence and effectiveness as teachers, and to perform teaching duties as specified under procedures outlined in this Collective Agreement.
- 2.2 Teaching, at all levels, is a primary responsibility of Faculty members [see Article 2.0.1]. 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.

- 2.3 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.
- 2.4 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 their subject area.
- 2.5 Quality of teaching may also be judged from the academic reputation enjoyed by a Faculty member with their students, and with colleagues at the University and at other institutions.

### 3.0 **Scholarship**

- 3.1 Faculty members are entitled and expected to actively engage in scholarship on an ongoing basis, to show scholarly integrity therein, and to disseminate the results of their scholarship or exhibit the results of their creative work.
- 3.2 Scholarship means the discovery, integration, interpretation and/or application of knowledge related to one’s discipline. Scholarship must normally be public, susceptible to critical review and evaluation by one’s peers, and accessible for exchange and use by other members of one’s scholarly community. Evidence for such ongoing engagement will be measured by the quality of research and creative work.
- 3.3 Evidence of scholarship, including the scholarship of teaching, includes the following:
- a) Publication by a recognized publisher in print or electronic form including: books, textbooks, case studies, monographs, contributions to edited books, articles in refereed journals, book reviews, and presentation of refereed papers at professional and scholarly meetings. Collaborative work or work done in partnership with other scholars (e.g., community/campus outreach programs, professional reports) will be recognized provided that the extent of the member’s contribution to such work is identified ;
  - b) Recognition by one’s peers including: participation as an editor or as a member of an editorial board of a journal or scholarly publication;
  - c) Intellectual and creative contributions to an academic discipline including: designing, developing and conducting major research projects; success in obtaining research and publication funding; conducting contract and/or applied research from which a report, study or text results; developing computer software; commissions to create work of academic or artistic value; and creative and artistic works, productions, and performances related to an academic discipline.

- d) The scholarship of teaching consists of original and innovative thought and analysis related to pedagogy and/or learning that is disseminated publicly for peers to review, critically evaluate, and apply, or recognition by one's peers internally and externally that an individual is a leader, or possesses outstanding stature or expertise, in the scholarship of teaching. Good teaching does not constitute the scholarship of teaching.

Secondary categories for consideration as evidence include but are not limited to the following:

- a) non-refereed publications in print or in electronic form
- b) participation in panels and presentations delivered at conferences and professional, scholarly or community meetings where one's scholarly expertise is drawn upon;
- c) training of highly qualified personnel (Honours, Master's, PhD students, lab assistants/technicians, etc.)

### 3.4 **Indigenous Scholarship**

Indigenous Scholarship is defined as research in any field or discipline that is conducted by, grounded in, or engaged with, First Nations, Inuit, Métis or other Indigenous nations, communities, societies or individuals, and their wisdom, cultures, experiences or knowledge systems, as expressed in their dynamic forms, past and present. Indigenous research can embrace the intellectual, physical, emotional and/or spiritual dimensions of knowledge in creative and interconnected relationships with people, places and the natural environment.

Whatever the methodologies or perspectives that apply in a given context, researchers who conduct Indigenous research, whether they are Indigenous or non-Indigenous themselves, commit to respectful relationships with all Indigenous peoples and communities.

Research by and with Indigenous peoples and communities emphasizes and values their existing strengths, assets and knowledge systems.

When evaluating research, special qualifications and contributions shall be considered including: development and sharing of Indigenous knowledge and languages; engagement with culturally appropriate research and publication venues; community service; and any other relevant considerations, including lived experiences within Aboriginal communities. Indigenous research can incorporate Indigenous knowledge systems (including ontologies, epistemologies and methodologies) and is recognized as a primary category of scholarly contribution. Scholarly activity consists of oral presentations at workshops, seminars, lectures and/or participation in traditional ceremonies and other activities that lead to the generation of new knowledge about or within the particular field or a new field about which the candidate is knowledgeable.

- 3.5 Evidence for such ongoing engagement may also be measured by the level of achievement in the competitions of the national granting agencies.

### 4.0 **Service**



- 4.1 **Service to the University Community.** Faculty members have the right and the responsibility to participate in the functioning of their Departments, Faculties, and the University. Faculty members also have the right to participate in the Faculty Association. Service to the University shall include, but not be limited to, administrative duties and committee service, where relevant, that is related to each of these units. Evaluation criteria also include a member's service to students. All such service is recognized to facilitate University governance and enhance the student's academic experience.
- 4.2 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.
- 4.3 **Service to the Academic/Professional Community.** Faculty members have the right and responsibility to participate in their profession, and academic community through active membership on appropriate bodies, such as councils, committees, editorial boards, and as referees for the evaluation of scholarly work.
- 4.4 Additional evidence of service to a member's professional community includes, but is not limited to, conference organization, consulting engagements, and the practice and/or application of a member's professional expertise etc.
- 4.5 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.
- 4.6 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.
- 4.7 **Service to the Wider Community.** Service to the wider community includes participation in activities and organizations outside the University where the Faculty member's academic, professional, teaching and/or research interests and competencies form the basis for such participation.
- 4.8 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 necessarily enhance one's professional competence or status. Nonetheless, those charged with the responsibility of evaluation may reward extensive service in these areas by taking it into account as a secondary criterion.

## **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 plus an alternate shall constitute a Departmental Evaluation Committee.

2.1 The Chair, or Director, School of Nursing, shall be a member of the Departmental Evaluation Committee ex officio. The other two members and the alternate shall be elected annually by the members of the Department. The Coordinator shall be a member of the Interdisciplinary Programme equivalent of a Departmental Evaluation Committee ex officio. The other two members and the alternate shall be members of the Interdisciplinary Programme or related disciplines selected annually by the Interdisciplinary Programme Coordinating Committee.

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 or more of the elected members may be from another Department.

2.2 In the event that an individual to be evaluated teaches full-time in an Interdisciplinary Programme, the Coordinator of the Interdisciplinary Programme shall Chair the Evaluation Committee, and two other members from the Interdisciplinary Programme or related disciplines shall be appointed by the Interdisciplinary Programme Coordinating Committee.

In the event that it is the Coordinator being evaluated, an elected member from the Coordinating Committee shall be substituted and will serve as Chair of the Evaluation Committee.

3.0 Other than in the case of the Departmental Chair or Director, School of Nursing, 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.

Where there is a conflict of interest, a member of the Departmental Evaluation Committee shall withdraw from that Committee and be replaced by the alternate.

4.1.1 The Chair or Director, School of Nursing shall normally act as Chair of the Departmental Evaluation Committee.

- 4.2 When a Chair or Director, School of Nursing 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.

Each year, a Faculty member may request that the Department Evaluation Committee provide an evaluation of their performance in the classroom through classroom visitations.

- 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 clear 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 & Provost with information, evaluation of such information, and clear recommendation with regard to the renewal of a Probationary Contract.
- 6.0 In assessing a Faculty member's performance the Departmental Evaluation Committee shall review the candidate's file and meet to consider the candidate's application for renewal, tenure or promotion in accordance with the criteria and procedures in this Agreement. The DEC may solicit further information from the candidate where there are reasonable grounds for doing so. After consideration of the candidate's application, the DEC shall include in its letter to the Dean in the case of renewals, and to the Rank and Tenure Committee in the case of tenure and promotion:
- 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. The committee shall refrain from language in this evaluation that is offensive or degrading to the candidates

- d) In the case of a cross appointment, seek input from the Chair of the Secondary department and attach to the evaluation letter (see Clause 8.0)
  - e) make a full, reasoned, written recommendation to the Dean or Rank and Tenure Committee as applicable concerning the candidate's renewal, tenure or promotion, indicating how the candidate meets or does not meet the criteria required for each category of assessment.
  - f) Voting patterns shall be recorded in the letter.
  - g) The Committee's written recommendation in cases of promotion and tenure shall be made to the Chair of the Rank and Tenure Committee, with copies to the candidate.
  - h) The recommendation shall bear the signatures of all members of the DEC who participated in the process.
- 7.0 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.
- 8.0 **Evaluation of a Faculty member with a Cross Appointment**
- 8.1 A Faculty member holding a cross appointment will be evaluated for purposes of renewal of probationary appointment, tenure and promotion following the process outlined above.
- 8.2 The Faculty member's performance will be evaluated by the Evaluation Committee of the Department in which they hold the primary appointment.
- 8.3 The Chair of the secondary department shall provide the Departmental Evaluation Committee of the primary appointment a written assessment regarding the further appointment and advancement of members cross-appointed to their Department. This letter shall be attached to the evaluation letter produced by the primary department.

#### **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, and congruent with the criteria cited in Articles 2.0.1:4.0 and 2.2.1:2.0, 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 & 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 use the following methods:
- a) classroom visitations by each member of the DEC where possible;
  - 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 [2.2.2.1:6.0]

**ARTICLE 2.2.2.1.2 METHODS OF EVALUATING RESEARCH  
AND CREATIVE ACTIVITY**

- 1.0 Research and creative activity shall be evaluated in accordance with the criteria of Article 2.2.1:3.0 (Ability in Research and Creative Work) which is congruent with Article 2.0.1:5.0 (Research, Scholarly and Creative Activity). Each Department shall develop guidelines for the evaluation of research and creative activity that is both congruent with these criteria and appropriate to the Department.
- 2.0 To ensure consistency, the guidelines shall be developed in co- operation with the Deans and the Academic Vice-President & Provost.
- 3.0 Such guidelines will be shared with any newly appointed probationary Faculty member by the Department Chair/Coordinator/Director, School of Nursing at the time of the Faculty member's appointment. The Dean will also provide the guidelines to any candidate for promotion or tenure in the Department and to all members of the Departmental Evaluation Committee.

**ARTICLE 2.2.2.1.3 METHODS OF EVALUATING CONTRIBUTIONS  
TO THE UNIVERSITY AND WIDER COMMUNITY**

- 1.0 Contributions to the University and Contributions to the Wider Community shall be evaluated in accordance with the criteria of Article 2.2.1:4.0 (Contribution to the University Community) and 2.2.1:4.0 (Contribution to the Wider Community)

**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 for cause [see: **2.1.9:4.1**] of Faculty members, whether holding Probationary or Tenured Appointments; and
  - d) initial appointments of individuals to the University Faculty at the rank of Associate Professor or above [see **2.1.1: 6.2, and 6.3**].
- 2.1 The membership of the Rank and Tenure Committee shall consist of the Academic Vice-President & 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 three (3) elected members shall be from the rank of Professor and at least two (2) from the rank of Associate Professor.
- 2.3 A minimum of at least one elected representative shall be from the Faculty of Science, one from Faculty of Arts, one from the Faculty of Education and one from the Faculty of Business.
- 2.4 Elected members may not sit on the Committee for more than two consecutive terms. The Chair/Coordinator/Director, School of Nursing should not normally sit on a Rank and Tenure Committee.
- 3.1 The Academic Vice-President & Provost shall act as Chair of the Rank and Tenure Committee [except for **2.1.9: 5.4.2**].
- a) In the absence of the Academic Vice-President & Provost, the Dean of Arts shall preside.
  - b) In the absence both of the Academic Vice-President & 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 that Member 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 their 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 & Provost, or their designate, shall prepare all appropriate documentation for the Committee and shall be responsible for calling meetings as required.
- 6.0 The Rank and Tenure Committee shall have access to all material in the Academic Dossier and Personnel File, except that relating to salary, of any individual whose case it is considering [see: **2.1.4: 8.1**].
- 7.0 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 their 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.
- 9.1.1 The University agrees that StFXAUT Grievance Officers have the right to interview individual members of the Rank and Tenure Committee in the investigation of a complaint. The StFX Grievance Officers must interview each Faculty member on the Rank and Tenure Committee, and may interview Administrative members as needed or desired. During this process the permanent confidentiality provision above will neither take precedence over nor inhibit this information gathering process. These interviews will be subject to the normal confidentiality provisions of the grievance process. In any communications between the Grievance Officer and the member who initiated the complaint, all content from the interviews will be provided in summary and anonymous form.
- 9.2 The review and extensive discussion of the candidates' phase is a separate meeting from the phase of the process that results in the recommendation to the President; i.e., there are at least two distinct meetings of the Committee with a third 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.
- 9.4 A member who has been denied tenure and/or promotion shall be provided with a written account by the relevant Dean detailing the matters relating to where the member failed to meet the criteria for tenure and promotion or promotion at the time of application. The letter shall offer a substantial explanation to the member of the decision rendered. A copy of this letter will be provided to the Chair and the Departmental Evaluation Committee of the relevant Department and/or the Director, School of Nursing, and/or the Chair of the Interdisciplinary Programme equivalent of the Departmental Evaluation Committee.

### **ARTICLE 2.2.2.3 ORIENTATION FOR DEPARTMENTAL EVALUATION AND RANK AND TENURE COMMITTEES**

- 1.0 The StFXAUT and the University shall cooperate to offer annual workshops to prepare members for participating on Departmental Evaluation Committees and the University Rank and Tenure Committee. The purpose of these workshops shall be to make Departmental Evaluation Committee and Rank and Tenure Committee members aware of procedures and assessment criteria stipulated by the Collective Agreement. This workshop will also include an element that heightens the awareness of alternative career paths to assist the Departmental Evaluation Committees and the University Rank and Tenure Committee in the evaluation and assessment of candidates.

### **ARTICLE 2.2.3 EVALUATION OF FACULTY MEMBERS**

#### **ARTICLE 2.2.3.1 EVALUATION OF FACULTY MEMBERS HOLDING PROBATIONARY APPOINTMENTS**

- 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 they 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 September 15.
- 4.0 It is the responsibility of a Faculty member who will be considered for renewal of a Probationary Appointment to ensure their Academic Dossier is complete by October 1 and to provide such information concerning teaching, research activity and service 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 1, the Departmental Evaluation Committee shall submit its written evaluative report to:
- a. the Dean; and,
  - b. the Faculty member being evaluated.

The Departmental Evaluation Committee shall also submit the electronic dossier to the Dean.

- 6.0 Before 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 or Director, School of Nursing, shall meet with the Faculty member to discuss their 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 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 SEEKING TENURE AND PROMOTION**

[see **2.1.3** and **2.1.6**].

##### **1.0 Criteria as Applied to the Award of Tenure.**

A Faculty member at the rank of Assistant seeking tenure is evaluated pursuant to Article 2.2.3.3. Tenure will be granted only if the Faculty member has demonstrated the criteria of evaluation in Article 2.2.3.3:6.0.

A Faculty member at the rank of Assistant who is granted tenure is simultaneously promoted to the rank of Associate.

- 2.0 A Faculty member at the rank of Assistant 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 or Director, School of Nursing no later than October 5 of their employment in a probationary appointment.
- 3.0 In the case of each Faculty member being considered for tenure and/or promotion in a given academic year, the Academic Vice-President & Provost, as Chair of the Rank and Tenure Committee, shall request by October 1 that the appropriate Departmental Evaluation Committee and the Chair or Director, School of Nursing provide such

evaluations.

- 4.1 By November 1, the Departmental Evaluation Committee and the Chair or Director, School of Nursing shall each submit their written evaluative report to:
  - a) the Chair of the Rank and Tenure Committee; and,
  - b) the Faculty member being evaluated.
- 4.2 In addition, by November 1 the Chair or Director, School of Nursing shall send copies of their written report to the other members of the Departmental Evaluation Committee and deliver the Academic Dossier to the Academic Vice-President's office.
- 5.0 It is the responsibility of a Faculty member who will be considered for grant of tenure in an academic year to ensure their Academic Dossier is complete by October 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 October 1<sup>st</sup>. An electronic copy of the Academic Dossier shall also be submitted by this date to the Chair of the Departmental Evaluation Committee and Academic Vice- President & Provost's office.
- 6.0 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.
- 6.1 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 their 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 & Provost.

### **ARTICLE 2.2.3.3 EVALUATION OF FACULTY SEEKING ADVANCEMENT IN RANK**

#### **[see 2.1.2 and 2.1.5]**

- 1.0 Advancement from Lecturer shall occur upon acquisition of the qualifications of the rank of Assistant Professor (See **2.1.2: 2.0** and **3.0**)
- 2.0 A Faculty member who has applied for advancement in rank with the exception of advancement from Lecturer to Assistant Professor shall be evaluated by the appropriate Departmental Evaluation Committee and by the Chair.
- 2.1 The Academic Vice-President & Provost, as Chair of the Rank and Tenure Committee,

shall request by October 1 that the appropriate Departmental Evaluation Committee and Chair provide such evaluations.

- 3.1 By November 1, 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 1 the Chair shall send copies of their written report to the other members of the Departmental Evaluation Committee and deliver the Academic Dossier to the Academic Vice-President's office.
- 4.0 It is the responsibility of a Faculty member who will be considered for advancement in rank to ensure their Academic Dossier is complete by October 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 of the Departmental Evaluation Committee shall ensure that no further information can be added to the dossier after October 1st. An electronic copy of the Academic Dossier shall also be submitted by this date to the Chair of the Departmental Evaluation Committee and Academic Vice-President's office.
- 5.0 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.

#### 6.0 **Advancement from Assistant to Associate**

Appointment to the rank of Associate Professor will be granted to a Faculty member of the University simultaneous with the granting of Tenure. The Member shall ordinarily have the following minimum qualifications:

- a) A doctoral degree;
- b) Evidence of effective teaching
- c) A record of peer reviewed scholarship consistent with the disciplinary norms and/or a reasonable quantity of creative work consistent with disciplinary norms as defined in Article 2.2.1;3.0
- d) A satisfactory record of service, as defined in Article 2.2.1.4
- e) A Faculty member's service to their academic/professional community or exceptional service to their community will be considered
- f) Faculty members seeking promotion to the rank of Associate who choose to have external evaluators will follow the process outlined below in Clause 7.1.

#### 7.0 **Advancement from Associate to Professor**

Appointment to the rank of Professor will be granted to a Faculty member who:

- a) has achieved recognition as an outstanding scholar combined with a record of effective teaching and has a satisfactory record of service to the University, the

member's academic/professional community, and the wider community. Faculty members must also show that their contributions (in teaching, scholarship and/or service) have been sustained over time.

or

- b) has distinguished themselves as an outstanding teacher combined with a record of significant scholarship and has a satisfactory record of service to the University, the member's academic/professional community, and the wider community. Faculty members must also show that their contributions (in teaching, scholarship and/or service) have been sustained over time.

External referees shall be used for promotion to Professor.

### 7.1 External Referees

- a) Candidates for promotion to the rank of Professor or candidates who elect to have an external referee shall supply the names of a minimum of three possible external referees with rationale (500 words total) under separate cover with their application for advancement in rank to the Chair of the Rank and Tenure Committee by September 15<sup>th</sup> with a copy to the relevant Dean and Chair of the DEC (or IDP equivalent). External referees must not be former supervisors, students or research collaborators of the candidate. The candidate may also indicate in their cover letter the names of any referees that cannot be used to review their application.
- b) The DEC (or IDP equivalent) shall add to the candidate's list two other names of potential referees with rationale (200 words total) and submit the combined list to the Chair of the Rank and Tenure Committee by October 1
- c) The Rank and Tenure Committee shall meet by October 15 to decide on two referees and an alternate. The selection shall be by simple majority vote.
- d) The Dean will send the Cover Letter and Academic Dossier together with the evaluation criteria [Article 2.2.1] to the selected referees.
- e) The Dean shall forward the external referees' letters to the Chair of the Rank and Tenure Committee for the Committee's use. The Chair of the Rank and Tenure Committee will forward a copy of the external referees' letters for which the signature line and all personal identifiers are redacted to the relevant Departmental Evaluation Committee (or equivalent) and the Candidate by January 21<sup>st</sup>.
- f) The Candidate will have 10 working days to submit a response to the external referee's letter, if so desired, to the Chair of the Rank and Tenure Committee.

8.0 The Rank and Tenure Committee shall make its recommendations regarding advancement in rank to the President.

8.1 The President shall normally communicate their decision regarding advancement in rank to the applicant by February 28.

8.2 Simultaneously, the President shall send notification to the Office of the Academic Vice-President & Provost.

## **ARTICLE 2.2.4 ACADEMIC DOSSIER**

- 1.0 The Academic Dossier contains a collection of items that provides evidence of a Faculty member's teaching, research, creative work, and service; an Academic Dossier is created by and is the property of a Faculty member.
  
- 2.0 Professors wishing to be considered for renewal, tenure or promotion shall prepare an Academic Dossier which provides evidence as required for renewal (see **2.2.3.1**) tenure (see **2.2.3.2**) or for promotion (see **2.2.3.3**) that includes the following
  - a) a complete and up-to-date *curriculum vitae*;
  - b) a covering letter or letters written by the candidate to introduce the contents of the Dossier in a manner that highlights their teaching, research and creative work, and contribution to the University community and the wider community; for candidates applying for promotion to professor, the cover letter shall also indicate how they have made a distinguished contribution to their academic/professional discipline or art in teaching, or in research or creative activity.
  - c) a list, year by year, of courses they have taught over the past five (5) years; if responsibility for a course is shared this should be noted;
  - d) a copy of those materials the candidate wishes to use as evidence of fulfillment of their teaching responsibilities as set out in Article **2.2.2.1.1:5.1**;
  - e) summary sheets of course evaluations for all courses taught since the candidate's initial appointment or in the past five (5) years whichever is less. If the candidate wishes to include students' written comments then all comments should be included. The absence of comments shall not be used as evidence against the candidate's application;
  - f) evidence of published works such as books authored or edited, copies of reviews or critical notices of these books, reprints of articles and reviews, and equivalent material, and those other materials that the candidate wishes to use as evidence of their research and other scholarly and/or creative activities including, but not limited to, conference presentations, recitals, exhibits, and speaking engagements;
  - g) where applicable to the candidate's discipline or area of specialization, evidence of application for and the degree of success in receiving external funding to support research and creative work;
  - h) evidence of engagement in the University and wider community, including the candidate's professional community as applicable;
  - i) any other material which the candidate deems to be pertinent to the application for renewal, tenure or promotion;
  
- 3.0 The Academic Dossier shall be submitted in electronic form to the Chair of the DEC/IDPEC, Director, School of Nursing, Dean, and Academic Vice-President & Provost as required. The Faculty member is required to provide hard copies of the following documents only:
  - i. Cover Letter
  - ii. Summary Chart
  - iii. Executive Summary
  - iv. Curriculum Vitae

## **ARTICLE 2.2.5 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 authorized 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. Faculty members wishing to opt out of course evaluations

must notify the Registrar by the deadline, which will be set annually.

- 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 & 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 & 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

themselves.

## 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 their written comments regarding information from student questionnaires for courses they have 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 them 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 TERMINATION OF EMPLOYMENT**

1.0 A Faculty member holding a Part-Time, Limited-Term, Probationary, or Tenured Appointment may have it terminated<sup>2</sup>, in term, for any one of the following reasons:

### **2.0 Permanent Disability**

2.1 A permanently disabled Faculty member will not be terminated due to disability unless the disability cannot be accommodated without undue hardship in accordance with the applicable Human Rights Legislation.

### **3.0 Financial Exigency**

3.1 Inability of the University to continue the appointment due to financial exigency [see 2.1.9.1]

### **4.0 Program Redundancy**

4.1 Inability of the University to continue the appointment due to program redundancy [see 2.1.9.2].

### **5.0 Dismissal for Cause**

5.1 A Faculty member holding a Limited-Term, Probationary, or Tenured Appointment may be dismissed for just cause.

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

5.3 The Faculty member shall continue to receive full pay while on suspension.

5.4 All dismissals for just cause will be in accordance with Article 1.21 except academic misconduct in Article 2.3;5.1.2-6.0.

### **6.0 Academic Misconduct Related Dismissal**

6.1 Academic misconduct means misrepresentation of credentials, plagiarism, and falsification of data.

6.2 Any dismissal for just cause on the basis of academic misconduct will be referred to the Rank and Tenure committee by the President to be dealt with according to the process set out below.

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<sup>2</sup> In this section the word 'terminated' does not mean, nor should it be confused with, non-renewal of either a Limited-Term or Probationary Appointment

- 6.3 When there appear to be grounds for academic misconduct dismissal for just cause, the Academic Vice President & Provost shall be charged with the responsibility of initiating the dismissal procedure as per Article 1.21 and carrying it forward to completion.
- 6.4 Notice, in writing, shall be given to the Faculty member of all the academic misconduct related charges against them 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 & Provost shall be neither Chair, nor shall they vote.
- 6.5 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 the President's decision and the reason(s) therefore.
- 7.0 The Faculty member shall have the right to grieve any disciplinary decisions, including decisions to terminate, for academic misconduct related causes pursuant to the grievance/arbitration provisions of this Agreement found in Article 1.7.

### **ARTICLE 2.3.1 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) 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 5, 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 lay-off; 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 55 years old or younger, 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 55 years old or younger, 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;
  - ii) 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;
  - iii) 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;

- iv) 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;
- v) a continuation of tuition benefits during the period of the enhanced early retirement allowance; and,
- vi) 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 their 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 they are 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 their original discipline retains a full right of first refusal for any opening in their 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 they decline, 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 2.3.2 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 & 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 Academic Vice President & Provost 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 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.

4.10.4 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 they decline, 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 2.3.1:4.24 to 2.3.1:4.26.4 shall apply.

## **ARTICLE 2.3.3 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 their full-time employment with another employer commences.
- 6.0 Employment may be terminated by mutual written agreement at any time.

## **ARTICLE 2.4 LEAVES**

### **ARTICLE 2.4.1 SABBATICAL LEAVE**

- 1.0 The University recognizes the importance of granting periodic Sabbatical Leave to tenured Faculty members. All such members are encouraged to apply for Leave when eligible.
- 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 & 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 or 6.0, that Faculty member shall receive priority consideration the following year. In this case, that Faculty member does not need to reapply the following year; however they are required to send a letter to the Chair, appropriate Dean, and Chair of the University Council for Research (UCR) indicating revisions or updates to the sabbatical plan or withdrawal of the sabbatical application by May 31. The Chair of UCR will approve or refuse the application within thirty (30) days. It is the Faculty member's obligation to initiate a new request for a sabbatical leave when the previous request has been refused for reasons other than those given in paragraphs 3.1 or 6.0.
- 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. They 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.

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.

- 4.2 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;
  - 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 in teaching, research and service;
  - e) meet one of the following two criteria concerning research. (i) have an ongoing research programme; (ii) have a plan for developing scholarly work that shows promise while on sabbatical;
  - 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 may be required to vacate their office during sabbatical when circumstances require it. In such cases, and if necessary, the University will make best efforts to provide a replacement office for a Faculty member on sabbatical. A Faculty member shall retain the use of a University issued laptop computer during the sabbatical leave.
- 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 full-time 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 full-time 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 full-time 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, they are expected to resign from the Board of Governors or any University Committee or body. They are 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 complete the approved sabbatical application form which is listed on the Academic Vice-President & Provost's website and follow instructions detailed on this form.
- 14.1.2 The application form and other required documents should be submitted electronically 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.

- 14.2.1 The Chair/Coordinator/Director, School of Nursing shall forward, their 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 or Director, School of Nursing 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 Director, School of Nursing or alternate, when forwarding the recommendations, shall rank order the applications with an explanation and justification for the rankings.
- 14.2.4 The recommendation or ranking shall be based on assessment of the sabbatical research plan and on departmental needs, in particular relating to staffing.
- 14.3 The Chair or Director, School of Nursing or alternate, in the instance of a negative recommendation, 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 & Provost shall give final approval of sabbaticals by November 15.

In the event that an application for Sabbatical Leave is denied, the Dean shall provide in writing a detailed explanation for that denial referencing the specific criteria in Articles 5.1, or whether leave has been delayed on administrative grounds as per Article 6.0.

- 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 & 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 their sabbatical salary in the form of a research grant provided that they 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 & 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 their 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.

#### **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.
- 2.0 Unless otherwise stated below the language will apply to both academic and non-academic leaves of absence.
- 3.1 A leave of absence may be granted to a full-time member of Faculty.
- 3.2 Academic reasons are those which would enable a Faculty member to further their scholarship through study, research, writing, or by means of accepting a temporary assignment away from the University that will serve to enhance their scholarship.
- 3.3 Non-academic reasons include, for example, the wish on the part of a Faculty member to continue their formal education or to accept a temporary assignment away from the University that would not directly enhance the individual's scholarship.
- 4.0 A Faculty member who has been granted a-Leave of Absence shall retain their rights as a



member of Faculty, but such rights - with the exceptions noted in clause 7 below - are held in abeyance during the period of leave.

- 5.1 A Leave of Absence may be granted either for a half-year or for a full-year.
- 5.2 A half-year 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.
- 5.3 A full-year Leave of Absence shall be for the period July 1 through June 30.
- 6.1 Normally, no more than two consecutive years may be taken as Leave of Absence, except in the case of leave taken to continue formal education, when leave for three consecutive years may be granted.
- 6.2 Normally, no more than two years in any seven-year period may be taken as Leave of Absence except where three years were granted as per clause 6.1 above.
- 7.1 The following conditions shall apply to Leaves of Absence:
  - a) such leave shall be without pay;
  - b) 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 their own behalf;
  - c) extended medical coverage, long-term disability insurance, and other insurance benefits shall cease for the period of such leave; and,
  - d) 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.
- 7.2 Specific to Academic Leaves of Absence;
  - a) the period of such leave shall not count as time toward grant of tenure and promotion to Associate Professor, but will count as time towards grant of promotion to Professor, and progression through the salary scale;
- 7.3 Specific to Non-Academic Leaves of Absence;
  - a) Non-Academic Leaves of Absence 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 greater than eighteen (18) months will delay consideration of tenure by two (2) years.
  - b) the period of leave shall not count as time towards grant of promotion, or

progression through the salary scale;

- c) If the University has provided financial support to a Faculty member to continue their 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

- 8.1 On completion of the period of a Leave of Absence, a Faculty member shall have the right to rejoin their Department without loss of rank.
- 8.2 Return to one's Department at a time later than the completion of the period granted for a Leave of Absence shall be by way of the ordinary procedure for recruitment and appointment [see 2.1.1].
- 9.0 The following procedures shall be used with respect to the application for, and approval of, a 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/Coordinator/ Director, School of Nursing and the Academic Vice-President;
  - c) an application shall normally be made on a date at least nine months in advance of the term in which the Leave is to commence;
  - d) the Dean shall request that the Chair/Coordinator or Director, School of Nursing 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 within two months of application; 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.
- 10.0 A Faculty member on a Leave of Absence must inform their Chair/Coordinator/ Director, School of Nursing and appropriate Dean six month prior to the end of the Leave of their intension to seek a renewal or extension of the Leave, otherwise a return to the University at the end of the approved leave is assumed.

#### **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. Medical documentation may also be required to facilitate a return to work. The University will be reasonable in its requests for such documentation and will respect the Member's right to privacy. The University will ensure that strict protocols are in place to restrict access to and to maintain the confidentiality of such information.
- 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 their 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 their 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 their teaching and other responsibilities during their absence.

## **ARTICLE 2.5 RETIREMENT FROM UNIVERSITY**

### **1.1 Retirement [see also: 2.5.1]**

1.2 On the request of a full-time Faculty member, retirement will be granted if the individual:

- b. has reached the age of 60 before the beginning of the academic year in which retirement would commence; and,
- c. has completed 25 years' service as a Faculty member at the University.

1.3 The retirement commencement date of a Faculty member will be July 1.

1.4 A Faculty member electing retirement under this section will notify the Academic Vice-President & Provost to this effect by October 31 (or seven (7) months) preceding the academic year during which the retirement will commence.

1.5 A Faculty member who elects retirement under this section only is henceforth eligible for short-term contract work assignments only.

1.5.1 A Faculty member who elects retirement under this section will continue to receive the Health, Dental, and Emergency Travel Plan benefit (subject to exclusions for pre-existing conditions) of full-time Faculty members [see 1.16.1] until the July 1 following their 65<sup>th</sup> birthday.

1.5.2 Tuition benefits apply to a Faculty member under this section, until the July 1 following their 65<sup>th</sup> birthday [see 1.17].

1.6.1 A Faculty member who has elected retirement under this section 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 July 1 following their 65<sup>th</sup> birthday, 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 their 65<sup>th</sup> 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 Eligible employees will have two opportunities to participate:
- a) when the employee turns 65 years of age between February 1 of the previous calendar year and January 31 and has a minimum of 15 years of service; or
  - b) for employees under age 65, at any time having achieved a minimum of 30 years between February 1 of the previous calendar year and January 31.
- 2.0 The retirement allowance is available to all Full-time eligible Faculty members and Librarians.
- 3.0 Employees must notify their intent to pursue this program on or before January 31 of the year they reach the eligibility criteria, with a retirement date on July 1.
- 4.0 Employees will be eligible to receive 150% of their current salary in one of the following forms:
- 1) Lump sum payment OR
  - 2) Two lump sum payments over two calendar years OR
  - 3) Salary continuance OR
  - 4) Payout over three (3) calendar years OR
  - 5) Partial or full payment to RRSP if contribution room available
- 4.1 An employee who elects early retirement will continue to receive the Health, Dental, and Emergency Travel Plan benefit (subject to exclusions for pre-existing conditions) of full-time employees (see 1.16.1) until the normal date of retirement (age 65) or eighteen months whichever is greater.
- 5.0 A Faculty member who has elected this retirement program has the same rights, benefits and privileges as other retired members of Faculty as outlined in Article 2.5 of the Agreement, except Article 2.5 (1.4) and except as otherwise stated in this article.
- 5.1 Faculty members who participate will be required to follow the General Considerations of Retirement outlined in the Agreement under Article 2.5:3.0.
- a) A Faculty member's tenure with the University ceases upon retirement
  - b) A Faculty member must give up administrative posts upon retirement.
  - c) 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.

- 6.0 A Librarian who has elected this retirement program has the same rights, benefits and privileges as other retired members of Faculty as outlined in Article 3.5 of the Agreement, except Article 3.5 (1.4) and except as otherwise stated in this article.
- 6.1 Librarians who participate will be required to follow the General Considerations of Retirement outlined in the Agreement under Article 3.5:3.0.
- a) A Librarian's permanent appointment at the University ceases upon retirement.
  - b) A Librarian must give up administrative posts upon retirement, or on June 30th immediately following their retirement.
  - c) 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.
- 7.0 Replacement of Faculty members and Librarians will take place with a replacement rate of at least 50% of Faculty members and Librarians opting for the retirement allowance. Replacements of Members will be made with tenure track Faculty or Librarian permanent positions. The replacement position must be filled no later than two (2) years after the participant's retirement. The placement of replacements will be at the discretion of the University.
- 8.0 The University will provide StFXAUT with quarterly status reports regarding the employees who have notified the University of their intent to participate in the program. The University will also provide StFXAUT with status reports upon request.

#### **ARTICLE 2.5.2 PHASED-IN RETIREMENT OPTION**

- 1.0 Current full-time permanent Faculty members whose combined age and years of service at the University are equal to or are greater than eighty (80) can elect a phased-in retirement option. The phased-in retirement option requires Faculty members to teach nine (9) credits per academic year up to a maximum of five years. Should the Faculty member elect to retire before the maximum five year period, the Faculty member will notify the Academic Vice-President & Provost by October 31 preceding the academic year during which the retirement will commence. At the end of the phased-in retirement option, the Faculty member shall retire.
- 1.1 Members electing the Phased-In Retirement Option must apply in writing to the AVP no later than January 1 of the year in which they wish to commence a phased-in retirement. Phased-in retirement options shall commence on July 1.
- 1.2 In the first year of the phased-in retirement option as per clause 1.0 above the Faculty member's salary will be calculated as 50% of the scale salary [see Appendix A] the member would have received if the phased-in retirement option had not been taken.

- 1.3 A Faculty member who has elected the phased-in retirement option as per clause 1.0 above will maintain their rank and is eligible for step progressions through the Salary Scale.
- 1.4 The Faculty member shall accrue pensionable service and other benefits during the phased-in retirement option on a prorated (i.e., 50%) basis. The Faculty member will also remain a member of the Association and will be covered by all the provisions of this Collective Agreement.
- 1.5 During the phased-in retirement option, the Faculty member can elect to transition to a Retirement Allowance [Article 2.5.1] if still eligible. The amount available from the retirement allowance in Article 2.5.1 will be prorated based on the period of time spent in the phased in retirement option (for example, if a Faculty member completes three years of the phased in retirement option (i.e., 60%), they would be eligible to receive 40% of the benefit in Article 2.5.1).

Replacement of retiring Faculty members is necessary to ensure the integrity of the Faculty complement. Replacement of Faculty members will take place with a replacement rate of at least 50% of Faculty members opting for the phased-in retirement option. Replacements will be made with tenure track Faculty positions. The replacement position must be filled no later than two (2) years after the Faculty member's completion of the phased in retirement option or transition to a retirement allowance [see clause 1.5 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 step<sup>3</sup> up the salary scale each University year unless they are at the ceiling of their 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 their progression through the salary scale by means of a successful application for a change in rank to the Rank and

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<sup>3</sup> 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.

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:

<b>Years Appointments, post-Ph.D.</b>	<b>Credit</b>
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.



<b>Years of Professional Experience</b>	<b>Credit</b>
1	0
2	1
3	1
4	2
5	2
6	3
7	3
8 or more	4

The total number of steps granted for post-doctoral and non-academic experience relevant to the discipline, combined, shall not exceed four (4).

### **ARTICLE 2.6.2 PAYMENT OF SALARY**

- 1.0 A Faculty member's salary is paid biweekly by deposit to their 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, COORDINATORS, DIRECTOR, SCHOOL OF NURSING AND ASSOCIATE DIRECTOR, SCHOOL OF NURSING**

- 1.0 The University recognizes the performance by a Chair, the Director of the School of Nursing, the Associate Director of the School of Nursing, or Program Coordinator of their duties and responsibilities by 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 given year. For the purposes of this article, the number of teaching Faculty members shall include all Full-time Faculty members of a Department, or Programme, including those on Limited-Term contracts and those on Sabbatical Leave. Individuals teaching in the Department, or Programme 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.

- 3.1 In a Department, or Interdisciplinary Programme with less than or equal to one teaching full-time equivalent Faculty member, the Chair, or Coordinator shall be entitled annually to a stipend of \$1500 plus \$225 per full-time equivalent member of the School/Department's teaching Faculty and \$115 per full-time equivalent staff member (nurse educator, lab instructor, dietetic educator and/or administrative assistant).
- 3.2 In a Department, or Interdisciplinary Programme with greater than one but fewer than seven teaching full-time equivalent Faculty members, the Chair or Coordinator shall be entitled annually to a stipend of \$1500 plus \$225 per full-time equivalent member of the Department's teaching Faculty and \$115 per full-time equivalent staff member (nurse educator, lab instructor, dietetic educator and/or administrative assistant) plus a 3 credit course release.
- 3.3 In a Department or Interdisciplinary Programme with seven or more teaching Faculty members, the Chair or Coordinator shall be entitled annually to a stipend of \$1500 plus \$225 per full-time equivalent member of the Department's teaching Faculty and \$115 per full-time equivalent staff member (nurse educator, lab instructor, dietetic educator and/or administrative assistant) plus a 6 credit course release.
- 3.4 The Director of the School of Nursing shall receive a twelve (12) credit course release. The Associate Director of the School of Nursing shall receive a six (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 their vacation so as not to interfere with their teaching commitment.

#### **ARTICLE 2.7 URPTA AND RESEARCH CONTRACTS**

##### **ARTICLE 2.7.1 UNIVERSITY RESEARCH/PUBLICATION/TEACHING AWARDS**

- 1.1 The objective of the University Research/Publication /Teaching Awards (URPTA) is to give recognition to outstanding activity in the areas of Faculty members' responsibilities.
- 1.2 Funding for URPTA shall be a component of the "Instructional and Research Salaries Budget"; the annual budget shall be \$238,500.

- 1.3 Faculty members eligible for URPTA are those who:
- a) either i) 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 or ii) hold Limited-Term appointments in a Department at the University during the year in which the application for an URPTA is made and previously have two consecutive academic years of service; 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]. For greater clarity, a Faculty member is eligible for a maximum of one URPTA per category.
- 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 their 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 RESEARCH APPLICATIONS, AGREEMENTS and CONTRACTS**

All Faculty members applying for external research funds as an applicant or co-applicant must follow the provision of the Senate-approved StFX Policy on External Research Funding Applications and Agreements.

- 1.0 When a research contract is being drawn up between a Faculty member and any external organization such as a government department or an industry partner, the conditions and calculations described in the clauses below shall be adopted.
- 2.0 Before any research contract is negotiated, consultation shall take place between the Faculty member, the Academic Vice-President & Provost (or delegated authority) and the Director of Finance.
- 3.0 The Academic Vice-President & Provost in consultation with the Director of Finance shall be responsible for the final calculation of the overhead amounts to be included in the research contract to cover the indirect costs of research.
- 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 & Provost, (or delegated authority) the Dean, and the Principal Investigator.
- 4.2 Salary paid to a Principal Investigator from a research agreement or contract shall be reported by the University on T4A slips to Canada Revenue Agency.
- 5.1 Overhead charges to cover indirect costs of research must be included in all applicable research grants, research contracts, and contribution agreements as a cost item. The University shall normally include a flat rate overhead charge of 25% to cover the indirect costs of research in any external research funding application or agreement (including research contracts and funds used to leverage support from other funding programs). This excludes Tri-Agency grants (which are covered by the federal Research Support Fund), as well as Canada Foundation for Innovation project grants. Where a

contractor or sponsor (including a government agency) has an established policy that specifies an overhead rate that is different from the StFX University rate, the University will accept that rate if it is verified by the contractor or external sponsor in a way that is acceptable to the University. Grants from U.S. Government Agencies and from U.S. Universities are usually treated as contracts, and overhead must be included in budgets at the U.S. Government rate. The Academic Vice-President & Provost may accept a lower rate or waive overhead charges for the indirect costs of research if agreed to in advance in writing.

All funds collected from overhead charges for the indirect costs of research shall be applied to these costs directly. As such, 40% of annual indirect costs will be applied to the University's General Revenue (for items such as facilities management and financial administration) and 60% will be applied as follows: 10% to the Principal Investigator's research program, 15% to the Principal Investigator's Department or Program, and 35% to the Research Office. A report detailing the distribution of these funds will be made to the StFXAUT by March 31<sup>st</sup> each year.

- 6.0 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 their 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 & 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 their 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 & 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 their employment, rank and title, in connection with outside professional activity, provided that they 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 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 of this Agreement for which Part-Time Instructors are eligible 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 Academic 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 Part-Time Academic Instructors 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**

- c) All postings for part-time positions 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.
- d) 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. Advertisements may be general in nature to create a list, or may advertise for a particular course.
- e) 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.
- f) 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. This recommendation shall follow the order of filling part-time positions in 3.0 b) below. The University shall notify the Association of the appointment.
- g) 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, they are 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.

- h) 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**

- i) 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. The Part-Time Roster will also note which specific courses each Part-Time Instructor has taught, and how often.
- j) 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.
- k) 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 they do not ask to be removed from the list, and that other provisions within this Section for removal do not apply.

- l) A Part-Time Academic Instructor who has not taught a credit course at St FX for thirty-six (36) months in succession shall lose their Seniority and be removed from the Part-Time Roster.
- m) 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 their 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. The principle of seniority described in 2.5 above and 3.2 below shall be followed. Vacant positions remaining after this may be filled either from individuals who have previously taught at the University or from new applicants.

### **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) shall 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**

4.1.1 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.

4.1.2 The administration and assessment of student course evaluations for Part-Time Instructors shall be carried out in accordance with the provisions of Article 2.2.5. 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.

5.0 **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 1.21 of this Agreement.

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

8. **Office Space and Facilities:**

8.1 While recognizing the occasional space limitations facing the University, the University will do its best to provide Part-Time Academic Instructors with appropriately-furnished, private office space whenever possible. 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 the instructor has taught 48 credit hours of instruction, an additional 10% of the per course stipend shall be paid for each subsequent course that the instructor teaches.
  - b) after the instructor has taught 84 credit hours of instruction, an additional 20% of the per course stipend shall be paid for each subsequent course that the instructor teaches.
- 11.4 If a Part-Time Academic Instructor has signed a contract to teach a course that is compensated by a per-course stipend, and that course is subsequently cancelled 5 days prior to the first scheduled day of classes or at any time thereafter, the part-time academic instructor shall be financially compensated \$500. Normally, Part-Time

Instructors will receive their assignment ninety (90) days prior to the start of the term in which it is being taught.

**12. Course Materials:**

- 12.0 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.
- 12.1 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 & Provost or their representative.

**ARTICLE 2.11 POLICY WITH RESPECT TO COPYRIGHTABLE  
WORKS AND INTELLECTUAL PROPERTY**

**1.0 Intellectual Property**

- 1.1 Intellectual property means any result of intellectual or artistic activity, created by an Employee, that can be owned by a person. This includes, but is not limited to, inventions, publications, computer software, works of art, industrial or artistic designs, as well as other creations that can be protected under patent, copyright, or trademark laws. Any provisions of Article 2.11 shall apply to joint creators of a piece of intellectual property, on a *pro rata* basis.
- 1.2 All intellectual property is owned by the Employees who create it except in those cases:
- (a) Where there is a written contract to the contrary between the creator, the University, and/or a third party which assigns the ownership rights of the intellectual property to the University or the third party; or
  - (b) Where the University provides funds, resources, and facilities to the Employee beyond those required for the payment of the Employee's salary and benefits, for the provision of a normal academic environment in which to work, and for the performance of a regular workload by the Employee, in which case, the Employee shall agree to share ownership rights of the intellectual property with the University.
- 1.3 The University shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of an Employee without the Employee's written consent.
- 1.4 The StFXAUT shall be given copies of the agreements or contracts specified in Article 12.11.1.2 within 10 days of their conclusion. The nature and content of these agreements or contracts will remain confidential.

- 1.5 In recognition of the University's commitment to scholarship, including teaching, research, and publication activities:
- (a) The University agrees that Employees have complete intellectual and artistic freedom in the creation of intellectual property and the unqualified right to disseminate by any means whatsoever the intellectual property which they own; and
  - (b) The Employee shall grant to the University a non-exclusive, royalty free, irrevocable, indivisible, and non-transferable right to use, solely for internal, non-commercial educational and research purposes, all intellectual property developed by Employees with the use of the University's time, facilities, and resources.
  - (c) Employees shall have an absolute right to publicly disclose information about risks to research participants or the general public or threats to the public interest that become known in the course of their research.

## 2.0 **Patents**

- 2.1 The University and the StFX AUT agree that Employees have no obligation to seek patent protection for the results of their work or to modify research to enhance patentability; nor is the University under any obligation to exploit any potentially patentable discoveries or creations arising out of any Employee's work.
- 2.2 Potentially patentable discoveries or creations arising out of any Employee's work shall be disclosed to the University prior to public disclosure. The purpose for such disclosure is to allow the University to determine if it has ownership rights or obligations to a third party under Article 2.11.1.3
- 2.3 In those cases where Article 2.11.1.3 does not apply to potentially patentable discoveries or creations, the University and the Employee who owns the intellectual property may enter into an agreement to pursue a patent application in the name of the Employee. The cost of this process shall be paid by the University. The Employee and the University shall share in the net proceeds on a case-by-case basis, but in no case shall the Employee receive less than 50%. "Net proceeds" means the proceeds after deduction of all costs incurred by the Employee and/or the University for patent searches, for obtaining patent protection and for maintaining said protection in Canada and other countries.
- 2.4 In the event that the Employee and the Employer enter into an agreement pursuant to Article 2.11.2.3, but are unable to agree to an income sharing arrangement as specified, the matter will be referred to mediation and arbitration pursuant to Article 2.11.1.6. Either the Employee or the StFX AUT may have carriage of the dispute.
- 2.5 In the event that the University elects not to pursue a patent application on behalf of an Employee within forty-five (45) days following disclosures made under Article 2.11.2.2, Employees shall have the right to make their own arrangements for patent protection at their own expense and shall be entitled to all the proceeds therefrom.

- 2.6 The University waives, disclaims and abandons any interest in or claim to any invention, improvement, design or development made by Employees without the use of the University's time, resources, or facilities.
- 2.7 In all circumstances where an Employee wishes to use the University's time, resources, and facilities exclusively for development or production of potentially patentable discoveries and creations, the Employee shall enter into a written agreement with the University as specified in Article 2.11.1.2 which details the specific provision and use of funds, equipment, facilities, and resources; and which also delineates any assignment of intellectual property rights that may be related to the potential discoveries or creations.
- 2.8 In the case of Employees who have written arrangements with the University prior to the coming into effect of this Article with respect to patents, such arrangements shall continue until they naturally expire. Any renewal of such agreements must be made in accordance with the terms of Article 2.11.
- 3.0 **Copyright**
- 3.1 In accordance with Article 2.11.1.2, and as provided for by the *Copyright Act of Canada*, an Employee who is the creator, the author or the first person bringing the work into existence is the first owner of copyright in the work.
- 3.2 Copyright applies to all original scholarly, scientific, literary, dramatic, musical and artistic and recorded works. Such works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic composition, choreographic works, cartographic materials, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs; live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.
- 3.3 The University and the StFX AUT agree that the copyright to all forms of scholarly, scientific, literary, dramatic, musical, artistic and recorded works shall be retained by the Employees responsible for the creation of the work. The University acknowledges that it has no interest in and makes no claim to any copyright for works created by a member, except as set out in Article 2.11.3.4 below.
- 3.4 The Employee shall share copyright with the Employer when:
- (a) The Employer provides direct support for the creation of the work as specified in Article 2.11.1.2(b); or
  - (b) The Employer directly commissions the work or enters into an agreement under Article 2.11.1.2(a).



- 3.5 Otherwise than as specifically agreed to by the Employee in writing, all agreements for the provision of direct support of commission to create work of academic or artistic value shall provide that the Employee responsible for the creation of the work shall retain the exclusive right to revise, rework, or amend any work.
- 3.6 To encourage harmony with the principle of first owner's rights, such rights will be relinquished in proportion to the direct support provided by the University to a maximum of one half (50%). More specifically, any direct support beyond one half (50%) of the rights vested in the first owner shall constitute a commission.
- 3.7 Any assignment of first owner's rights which is greater than one half (50%) shall be distinguished from an agreement for direct support and shall be deemed a commission.
- 3.8 In the event that the University or assignee relinquishes their rights in any work, all economic and moral rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.
- 4.0 **Dispute Resolution**
- 4.1 Any dispute between Employees and the University to which the Academic Vice-President & Provost is not a party and which arises in relation to this article shall initially be referred to the Academic Vice-President & Provost who shall attempt to mediate between the parties. In such cases where the Academic Vice-President & Provost is a party to the dispute the President shall designate a mutually agreed upon University delegate to mediate between the parties. Such mediation may continue for a maximum of thirty (30) days after the referral of the dispute.
- 4.2 If the dispute is resolved through mediation, the settlement shall be reduced to writing and countersigned by the Academic Vice-President & Provost and the parties within five (5) days of the resolution.
- 4.3 If any dispute between an Employee and the University is not resolved through the application of sub-clauses 4.1 and 4.2 of this article, then the University or the Faculty member(s) may submit the dispute to arbitration by a single arbitrator as outlined in Article 1.1.7.18 of this Collective Agreement.
- 5.0 In the event that either the Patent or Copyright Acts of Canada are amended to the extent that Article 2.11 requires revision, the University and the StFXAUT shall re-open the negotiation of Article 2.11 by mutual agreement.

#### **ARTICLE 2.12 FACULTY TRAVEL BUDGET**

- 1.0 The University shall maintain a travel fund equal to \$200,000 each fiscal year towards travel for the purposes of supporting tenured and tenure-track Faculty members in participating in academic conferences. Faculty holding Limited-Term appointments will be eligible after two consecutive academic years of service.

- 2.0 Conference travel awards are only approved in advance of travel by a Faculty member's Dean or Director on a first come first served basis. Approval is subject to the conditions that the conference is a bona fide scholarly conference. Primary consideration shall be given to Faculty members presenting papers for which the paper or abstract or proposal has been accepted through a competitive peer-review process. Secondary consideration shall be given to Faculty members presenting papers or posters, or Faculty members actively participating in a scholarly role as chair, panelist or discussant. Equitable access to these awards shall be offered to eligible Members to the extent possible.
- 3.0 Awards must be used for expenses directly related to conference attendance, including but not strictly limited to travel, accommodation, registration and meals. A Faculty member who has received an Award shall have all such conference related expenses up to the amount of \$1,800 reimbursed for domestic travel and \$2,400 reimbursed for international travel.
- 4.0 Procedures to Claim Reimbursement:
- a) Members shall receive reimbursement of conference travel claims upon presentation of original receipts within 30 days of the conference date.
  - b) Eligible Members shall submit their claims to the Dean or designate prior to the end of the fiscal year.
  - c) All claims for reimbursement shall be accompanied by appropriate documentation for reimbursement made available by the University. All claims shall be consistent with University Policy.
- 5.0 The University shall provide the StFXAUT with an accounting of who and how much was spent by May 31<sup>st</sup> each year.

**APPENDIX A: SALARY GRID FOR FACULTY**

	<u>1.60%</u> July 1, 2019 to 30-Jun-20*	<u>1.60%</u> July 1, 2020 to 30-Jun-21*	<u>1.75%</u> July 1, 2021 to 30-Jun-22*
Lecturer			
1001	63,419	64,433	65,561
1002	65,928	66,983	68,155
1003	68,438	69,533	70,750
Assistant			
2001	73,545	74,722	76,030
2002	76,119	77,337	78,690
2003	78,689	79,948	81,347
2004	81,261	82,561	84,006
2005	83,831	85,172	86,663
2006	86,402	87,784	89,320
2007	88,974	90,398	91,980
2008	91,544	93,008	94,636
2009	94,115	95,621	97,294
2010	95,399	96,926	98,622
2011	96,686	98,233	99,952
2012	96,686	98,233	99,952
Associate			
3001	89,210	90,637	92,223
3002	91,972	93,444	95,079
3003	94,735	96,251	97,935
3004	97,496	99,056	100,790
3005	100,258	101,862	103,645
3006	103,021	104,670	106,501
3007	105,783	107,475	109,356
3008	108,545	110,282	112,212
3009	111,308	113,089	115,068
3010	114,068	115,893	117,922
3011	116,831	118,700	120,777
3012	119,593	121,507	123,633
3013	122,356	124,314	126,489
3014	125,117	127,119	129,344
3015	126,498	128,522	130,771
3016	126,498	128,522	130,771
3017	126,498	128,522	130,771

	<u>1.60%</u> July 1, 2019 to 30-Jun-20*	<u>1.60%</u> July 1, 2020 to 30-Jun-21*	<u>1.75%</u> July 1, 2021 to 30-Jun-22*
Full Professor			
4001	112,055	113,848	115,840
4002	114,995	116,835	118,879
4003	117,934	119,821	121,918
4004	120,874	122,807	124,957
4005	123,814	125,795	127,996
4006	126,753	128,781	131,035
4007	129,692	131,767	134,073
4008	132,633	134,755	137,113
4009	135,571	137,740	140,151
4010	138,511	140,727	143,190
4011	141,451	143,714	146,229
4012	144,391	146,701	149,268
4013	147,330	149,687	152,307
4014	150,269	152,674	155,346
4015	153,209	155,660	158,384
4016	156,149	158,647	161,424
4017	156,149	158,647	161,424
4018	156,149	158,647	161,424

\* Cost of living Increases (indicated %) are effective July 1<sup>st</sup>, step increases will occur on Sept. 1<sup>st</sup>.

**APPENDIX B: SALARY GRID FOR PART-TIME ACADEMIC INSTRUCTORS**

	<b>July 1, 2019 to 30-Jun-20</b>	<b>July 1, 2020 to 30-Jun-21</b>	<b>July 1, 2021 to 30-Jun-22</b>
Stipend			
- 3 credit	7000	7000	7000
- 6 credit	14,000	14,000	14,000

## **SECTION 3**

## **LIBRARIANS**

## **ARTICLE 3.0 RIGHTS AND RESPONSIBILITIES**

### **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 & 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 & Provost immediately.
- 3.1 The Academic Vice-President & Provost, after appropriate consultation, shall grant the University Librarian permission to advertise the position subject to budgetary approval.
- 3.2 The Academic Vice-President & 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. The terms of appointment for each are specified in Article 3.1.3.
- 4.0 All Library plans for recruitment must have the Academic Vice-President & 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 & 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 & Provost shall decide upon the rank, salary and type of appointment which is to be offered. If the Academic Vice-President & 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 consider the appointment and make a recommendation to the President. The Librarian Promotion and Assessment Committee will be granted access to all materials relevant to the candidate's application in order to make their recommendation.
- 6.2 Similarly, if it is the intention to offer a candidate a permanent appointment, the Librarian Promotion and Assessment Committee shall meet to consider the appointment and make a recommendation to the President. The Librarian Promotion and Assessment Committee will be granted access to all materials relevant to the candidate's application in order to make their recommendation.
- 7.0 The University Librarian shall issue a written offer of appointment in the name of the Academic Vice-President & 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;
  - g) the location in the Collective Agreement where Librarian's duties, rights, and privileges are specified;
  - h) and a reference to the website where the Collective Agreement and all subsequent letters of understanding are located.

- 8.0 After receipt of written acceptance of the letter of appointment a copy shall be sent to the Academic Vice President & Provost and the President of the StFXAUT.
- 9.0 Short term hires of four months or less 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 reasonable costs associated with relocation. The University accepts as reasonable cost those items approved by Canada Revenue Agency as eligible moving expenses for tax purposes.
- 2.0 Moving costs will be refunded against receipts, subject to the relevant maximum stated below.
- 2.1 The maximum support for relocation shall normally not exceed one-twelfth of the initial salary for a probationary or permanent appointment.
- 2.2 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.
- 2.3 Requests for reimbursements for relocation expenses must be made within a year from the date of the appointment.
- 3.0 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 they have achieved a demonstrated record of satisfactory performance in professional practice (see 3.2. Evaluation of Librarians);
- b) That they have 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 they have a high level of professional practice and demonstrated ability to handle increased levels of responsibility. (see **3.2.1: 2.0.**)
- b) that they have demonstrable expertise at a satisfactory level in the area of Academic Service;
- c) that they have 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 their academic/professional community or exceptional service to their community may be considered but not in place of any minimum requirement for appointment to a rank.

### **ARTICLE 3.1.3 TERMS OF APPOINTMENT**

- 1.0 Academic librarians may be granted Limited-Term, part-time, probationary or permanent appointments.
- 2.0 **Part-Time or Limited-Term Appointments**
- 2.1 Part-time appointments: If the requirements of the Library dictates, part-time or Limited-Term appointments may be made.
- 2.1.1 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.
- 2.1.2 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.
- 2.2.1 A Limited-Term Appointment may be made in the following circumstances
- a) to replace a Librarian who is on sabbatical or on leave, who has been seconded to an institution outside the University, or who has assumed an administrative position outside the bargaining unit;
  - b) to fill vacancies that arise from the resignation, termination, or death of a probationary or permanent-Librarian;
  - c) to fill temporarily a vacancy in the Library because a qualified candidate for a probationary appointment could not be found;
  - d) to fill a position which has funding that is likely to be temporary;
  - e) to meet a sudden increase in student enrollments which is not expected to continue

- f) in other circumstances where there is a bona fide reason for making such an appointment and with the written agreement of the Association.
- 2.2.2
- a) Initial Limited-Term appointments of Librarians may be made for any length of term up to 36 months.
  - 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. Where a Limited-Term librarian has accumulated at least two years of work in the position as a Limited-Term librarian and where that Limited-Term librarian has a demonstrated record of satisfactory performance, the fifth and subsequent academic term of Limited-Term appointment(s) will be offered to that Limited-Term librarian without formal posting. Where more than one Limited-Term librarian has appropriate qualifications, the Limited-Term appointment shall be offered to the one with the greatest seniority. 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.
  - d) Consecutive Limited-Term appointments of librarians (those after the initial Limited-Term appointment) will be for a period of not less than nine months.
- 2.3 Part-time or term appointment Librarians shall participate in pension and other benefits if eligible. If part-time, the salary and other eligible benefits for the part-time Librarian shall be pro-rated according to the number of hours worked and shall be identified in the letter of appointment.
- 2.4 If a holder of a Limited-Term Appointment subsequently obtains a Probationary Appointment, time spent in the Limited-Term Appointment may be counted towards a permanent appointment and sabbatical at the specific request of the Librarian.
- 2.5 Any librarian intending 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 Appointment must be completed prior to the request to count the Limited-Term years and subsequent application for a permanent appointment.
- 3.0 **Probationary and Permanent appointments**
- 3.1 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.
- 3.2 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.
- 3.3 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 permanence. Leaves of six (6) months to eighteen (18) months will delay consideration of permanence by one (1) year; leaves of eighteen (18) months to thirty (30) months will delay consideration of permanence by two (2) years; etc.
  - 3.4 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.
  - 3.5 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.
  - 3.6 If an initial Appointment is a permanent appointment it must be approved by the LPAC.
  - 3.7 Every letter of appointment or confirmation shall be addressed to the appointee and shall be signed by the Academic Vice-President & Provost.
  - 3.8 The contract year for Librarians shall normally begin on September 1 and end on the following August 31.
  - 3.9 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.
  - 3.10 The University Librarian has the responsibility to schedule hours of work to ensure the required service levels are maintained.
  - 3.11 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.
  - 3.12 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.
  - 3.13 On completion of each year of continuous service, a Librarian is entitled to one month (22 working days) vacation on full salary.



- 3.14 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.
- 3.15 To protect the interests of the Library, the vacation period of each Librarian will be scheduled with the approval of the University Librarian.
- 3.16 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, they shall give at least one month's written notice.
- 3.17 Monies owing to a Librarian may be withheld until any amounts owing to the University are settled.
- 3.18 No Librarian shall resign with an effective date after their full-time employment with another employer commences.
- 3.19 Employment may be terminated by mutual written agreement at any time.

#### **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 their 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 their appointment, permanence, promotion, and professional career.

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 their curriculum vitae
  - b) A Librarian may submit an updated curriculum vitae to their file at any time
  - c) A Librarian shall submit an updated curriculum vitae for inclusion in their 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 their file whatever materials they believe are relevant to that decision.
- 1.4.2 Once the Librarian's application has been adjudicated, these additional materials will be returned to the Librarian.

- 2.0 The Personnel File shall be kept in the Office of the Academic Vice-President & 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 their Personnel File up to date.
- 4.0 Each Librarian shall have the right of access, upon 24 hours notice, to the entire content of their 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 & 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 their 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 October 1 the Academic Vice-President & 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 October 15 and apply in writing to the Chair of the Librarian Promotion and Assessment Committee by November 1.
- 3.0 Any other Librarian seeking advancement in rank must notify, in writing, the University Librarian of her/his intention to apply by October 15 and apply, in writing, to the Chair of the Librarian Promotion and Assessment Committee by November 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 October 15 and apply in writing to the Chair of the Librarian Promotion and Assessment Committee by November 1. The application shall include a detailed rationale as to why early consideration is merited. A Librarian may apply for accelerated promotion only once for a given rank.
- 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.
- 6.0 Applicants shall prepare an Academic Dossier as defined in Article 3.2.4.

#### **ARTICLE 3.1.6 PERMANENT APPOINTMENT**

- 1.0 A permanent appointment means permanency of appointment and may only be terminated through:
  - a) resignation
  - b) retirement
  - c) reasons of financial exigency as provided for in Article 3.1.9.1
  - d) dismissal for cause as provided for in Article 1.21.
  - e) permanent disability

Permanency of appointment includes entitlement, during the appointment, to all rights, benefits and privileges specified in the Agreement.

- 1.2 Academic freedom and 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.
- 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 October 1, the Academic Vice-President & Provost, as Chair of the Librarian Promotion and Assessment Committee, will send a reminder to those Librarians who are to be reviewed automatically that their 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 their Academic Dossier is complete by November 15.
- 4.0 Any other Librarian seeking grant of a permanent appointment must notify the University Librarian, in writing, by October 15 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 & Provost by November 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.
- 7.0 Applicants shall prepare an Academic Dossier as defined in Article 3.2.4.

#### **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.
- 2.0 Applicants shall prepare an Academic Dossier as defined in Article 3.2.4.
- 3.1 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 & Provost shall meet to determine, on the basis of the information provided, whether the Librarian will, or will not, be offered a renewal of their Probationary Appointment.
- 3.2 Notice of the decision regarding renewal shall be given, in writing, to the Librarian by the University Librarian.
- 3.3 Such notice shall be given by January 15.

- 4.0 For the time limits on probationary appointments, see Article 3.1.3, clause 3.2.

### **ARTICLE 3.1.8 ACADEMIC ADMINISTRATIVE APPOINTMENTS**

- 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 completion of the administrative position, [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 they have 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<sup>4</sup> in term, for any one of the following reasons:
- 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 **1.16.6**].
- 3.0 **Financial Exigency or Program Redundancy**

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<sup>4</sup> 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.

- 3.1 Inability of the University to continue the appointment due to financial exigency or program redundancy [see 3.1.9.1].
- 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 the Librarian 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 & 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 them 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 & Provost shall be neither Chair, nor shall they 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 their 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 **2.3.1**, with the following exceptions:

- 1.0 All of the provisions in Article 2.3.1 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 2.3.1, except where the latter uses the term 'Faculty member,' read 'Librarian,' and where **2.3.1** 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 their 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 (with the exception of the University Librarian position).
- 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) their case is being considered; or
  - b) they are sitting, or have sat, on a second committee (for example, a sexual harassment committee) which has submitted a report pertaining to an applicant under consideration; or
  - c) they feel 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.

In assessing a Librarian's performance the Librarian Evaluation Committee shall review the candidate's file and meet to consider the candidate's application for renewal, permanence or promotion in accordance with the criteria and procedures in this Agreement. The LEC may solicit further information from the candidate where there are reasonable grounds for doing so. After consideration of the candidate's application, the LEC shall include in its letter to the University Librarian in the case of renewals, and to the Librarian Promotion and Assessment Committee in the case of permanence and promotion:

- 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.
  - d) make a full, reasoned, written recommendation to the University Librarian or Librarian Promotion and Assessment Committee as applicable concerning the candidate's renewal, permanence or promotion, indicating how the candidate meets or does not meet the criteria required for each category of assessment. If permanence and promotion are considered simultaneously separate letters are required with a clear recommendation regarding promotion or permanence.
  - e) Voting patterns shall be recorded in the letter.
  - f) The Committee's written recommendation in cases of promotion and permanence shall be made to the Chair of the Librarian Promotion and Assessment Committee, with copies to the candidate.
  - g) The recommendation shall bear the signatures of all members of the LEC who participated in the process.
- 8.0 The Librarian Evaluation Committee shall have access to all relevant material in the Academic Dossier and 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 & 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 & 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) their case is being considered; or
  - b) they are sitting, or have sat, on a second committee (for example, a sexual harassment committee) which has submitted a report pertaining to an applicant under consideration; or
  - c) they feel 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 & Provost shall act as Chair of the Librarian Promotion and Assessment Committee.
- 6.0 The Academic Vice-President & Provost or their 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 Academic Dossier and 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 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.
- 10.0 The University agrees that StFXAUT Grievance Officers have the right to interview individual members of the Librarian Promotion and Assessment Committee in the investigation of a complaint. The StFX Grievance Officers must interview each non-Administrative member on the Librarian Promotion and Assessment Committee, and may interview Administrative members as needed or desired. These interviews will be subject to the normal confidentiality provisions of the grievance process. In any communications between the Grievance Officer and the member who initiated the complaint, all content from the interviews will be provided in summary and anonymous form.
- 11.0 A member who has been denied permanence or promotion shall be provided with a written account by the University Librarian detailing the matters relating to where the member failed to meet the criteria for permanence or promotion at the time of application. The letter shall offer a substantial explanation to the member of the decision rendered. A copy of this letter will be provided to the Librarian Evaluation Committee.

#### **ARTICLE 3.2.2.3 ORIENTATION FOR LIBRARIAN EVALUATION AND LIBRARIAN PROMOTION AND ASSESSMENT COMMITTEES**

- 1.0 The StFXAUT and the University shall cooperate to offer annual workshops to prepare members for participating on Librarian Evaluation Committees and the Librarian Promotion and Assessment Committee. The purpose of these workshops shall be to make Librarian Evaluation Committee and Librarian Promotion and Assessment Committee members aware of procedures and assessment criteria stipulated by the Collective Agreement. This workshop will also include an element that heightens the awareness of alternative career paths to assist the Librarian Evaluation Committees and the Librarian Promotion and Assessment Committee in the evaluation and assessment of candidates.

#### **ARTICLE 3.2.3 EVALUATION OF LIBRARIANS**

##### **ARTICLE 3.2.3.1 EVALUATION OF LIBRARIANS HOLDING A PROBATIONARY APPOINTMENT<sup>5</sup>**

- 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 they will normally be considered for grant of permanent appointment [see 3.1.3].

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<sup>5</sup> 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.

- 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 their Academic 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 December 1, 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 & 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 their 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.
- 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 & Provost, as Chair of the Librarian Promotion and Assessment Committee, shall request by November 15 that the Librarian

Evaluation Committee provide such evaluations.

- 3.0 By November 8, 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 their letter based on their 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 15, 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 their Academic Dossier is complete by November 15 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. An electronic copy of the Academic Dossier shall also be submitted by this date to the Chair of the Librarian Evaluation Committee and Academic Vice-President's office.
- 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 their 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 & 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 & Provost, as Chair of the Librarian Promotion and Assessment Committee, shall request by November 15 that the Librarian Evaluation Committee provide such evaluation.
- 3.0 By November 8, 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 their letter based on their 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 15, 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 their Academic Dossier is complete by November 15 and to provide such information concerning professional activity as may be requested by the Librarian Promotion and Assessment Committee or the Librarian Evaluation Committee. An electronic copy of the Academic Dossier shall also be submitted by this date to the Chair of the Librarian Evaluation Committee and Academic Vice-President & Provost's office.
- 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 their 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 & Provost.

#### **ARTICLE 3.2.4 ACADEMIC DOSSIER**

- 1.0 The Academic Dossier contains a collection of items that provides evidence of a Librarian's Professional Practice, Academic Service, and Research, Scholarly or Creative Activity; an Academic Dossier is created by and is the property of a Librarian.

- 2.0 Librarians wishing to be considered for renewal, permanence or promotion shall prepare an Academic Dossier which provides evidence as required for renewal (see 3.2.3.1) permanence (see 3.2.3.2) or for promotion (see 3.2.3.3) that includes the following
- a) a complete and up-to-date *curriculum vitae*;
  - b) a covering letter or letters written by the candidate to introduce the contents of the Dossier in a manner that highlights their Professional Practice, Academic Service, and Research, Scholarly or Creative Activity;
  - c) a list, year by year, of the elements of Professional Practice [see Article 3.0.2] for which the Librarian was responsible over the past five (5) years;
  - d) a copy of those materials the candidate wishes to use as evidence of fulfillment of their responsibilities as set out in Article 3.2.1;
  - e) evidence of published works such as books authored or edited, copies of reviews or critical notices of these books, reprints of articles and reviews, and equivalent material, and those other materials that the candidate wishes to use as evidence of their research and other scholarly and/or creative activities including, but not limited to, conference presentations, exhibits, and speaking engagements, and other evaluation criteria outlined in Article 3.2.1;
  - f) where applicable to one's discipline or area of specialization, evidence of application for and the degree of success in receiving external funding to support research and creative work;
  - g) evidence of engagement in the University and wider community, including one's professional community as applicable;
  - h) any other material which the candidate deems to be pertinent to the application for renewal, permanence or promotion;
- 3.0 The Academic Dossier shall normally be contained in one or two binders. The Academic Dossier shall also contain a table of contents. In addition to the paper dossier, the material shall be submitted in electronic form to the Chair of the Librarian Evaluation Committee, University Librarian and Academic Vice President & Provost as required.

### **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 their Annual Report in the Academic Dossier.

## **ARTICLE 3.4 LEAVES**

### **ARTICLE 3.4.1 SABBATICAL LEAVE**

- 1.0 The University recognizes the importance of granting periodic Sabbatical Leave to full-time Librarians. All such members are encouraged to apply for Leave when eligible.
- 2.0 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 & Provost in consultation with the University Librarian.
- 3.1 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 or 6.0, that Librarian shall receive priority consideration the following year. In this case, that Librarian does not need to reapply the following year; however they are required to send a letter to the University Librarian and Chair of the University Council of Research (UCR) indicating revisions or updates to the sabbatical plan or withdrawal of the sabbatical application by May 31. The Chair of UCR will approve or refuse the application within thirty (30) days. It is the Librarian's obligation to initiate a new request for a sabbatical leave when the previous request has been refused for reasons other than those given in paragraphs 3.1 or 6.0.
- 3.2 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.
- 3.3 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. They 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.

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 and one additional elected Librarian shall be included as voting members of the University Council for Research. Further, UCR will seek a report and recommendation from the Librarian Evaluation Committee when reviewing Sabbatical Leave applications from Librarians. The report and recommendation from the Librarian Evaluation Committee shall be based on the scholarly and academic merit of the Sabbatical Leave application and provide reasons for any negative recommendation.

- 4.2 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) meet one of the following two criteria concerning research. (i) have an ongoing research programme; (ii) have a plan for developing scholarly work that shows promise while on sabbatical;
  - 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. Should the Librarian be replaced while on sabbatical, they may be required to vacate their office space subject to the availability of suitable office space for the replacement. A Librarian shall retain the use of a University issued laptop computer during the 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 full-time 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 full-time 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 full-time 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, they are expected to resign as an elected member of any University Committee or body. They 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 complete the approved sabbatical application from which is listed on the Academic Vice-President & Provost's website and follow instructions detailed on this form.
- 14.1.2 The application form and other required documents should be submitted electronically to the Chair of the University Council for Research, with copies to the University Librarian, and the Academic Vice-President & Provost, by August 1 of the year preceding the year in which the Leave is to be undertaken.
- 14.2 The University Librarian shall also provide the Academic Vice-President & 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 based on administrative reasons, in particular related to staffing.
- 14.4 The University Council for Research shall make recommendations on Librarian sabbatical applications to the University Librarian by October 15.
- 14.4 After consultation with the University Librarian, the Academic Vice-President & Provost shall give final approval of sabbaticals by November 15.
- 14.6 In the event that an application for Sabbatical Leave is denied, the Academic Vice-President & Provost shall provide in writing a detailed explanation for that denial, referencing the specific criteria in Article 5.0, or, whether the leave has been delayed on administrative grounds.
- 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 & 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 their sabbatical salary in the form of a research grant provided that they 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 & 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, their 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. They 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.
- 2.0 Unless otherwise stated below the language will apply to both academic and non-academic leaves of absence.
- 3.1 A leave of absence may be granted to a full-time Librarian
- 3.2 Academic reasons are those which would enable a Librarian to further their scholarship through study, research, writing, or by means of accepting a temporary assignment away from the University that will serve to enhance their scholarship.
- 3.3 Non-academic reasons include, for example, the wish on the part of a Librarian to continue their formal education or to accept a temporary assignment away from the University that would not directly enhance the individual's scholarship.
- 4.0 A Librarian who has been granted a Leave of Absence shall retain their rights as a Librarian, but such rights - with the exceptions noted in clause 7 below - are held in abeyance during the period of leave.
- 5.1 A Leave of Absence may be granted either for a half-year or for a full-year.
- 5.2 A half-year 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.
- 5.3 A full-year Leave of Absence shall be for the period July 1 through June 30.

- 6.1 Normally, no more than two consecutive years may be taken as Leave of Absence, except in the case of leave taken to continue formal education, when leave for three consecutive years may be granted.
- 6.2 Normally, no more than two years in any seven-year period may be taken as Leave of Absence except where three years were granted as per clause 6.1 above.
- 7.1 The following conditions shall apply to Leaves of Absence:
- a) such leave shall be without pay;
  - b) 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 their own behalf;
  - c) extended medical coverage, long-term disability insurance, and other insurance benefits shall cease for the period of such leave; and,
  - d) 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.
- 7.2 Specific to Academic Leaves of Absence;
- a) the period of such leave shall not count as time towards grant of permanent appointment but will count as time towards grant of promotion, and progression through the salary scale;
- 7.3 Specific to Non-Academic Leaves of Absence;
- a) Non-Academic Leaves of Absence 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 greater than eighteen (18) months will delay consideration of permanent appointment by two (2) years.
  - b) the period of leave shall not count as time towards grant of promotion, or progression through the salary scale;
  - c) If the University has provided financial support to a Librarian to continue their 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.
- 8.1 On completion of the period of a Leave of Absence, a Librarian shall have the right to rejoin the Library without loss of rank.
- 8.2 Return to the Library at a time later than the completion of the period granted for a Leave of Absence shall be by way of the ordinary procedure for recruitment and appointment

[see 3.1].

9.0 The following procedures shall be used with respect to the application for, and approval of, a 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 & Provost;
- c) an application shall normally be made on a date at least nine months in advance of the term in which the Leave is to commence;
- d) the Academic Vice-President & 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 & Provost, in writing, and shall include a description of all conditions attached to the Leave;
- f) such approval shall normally be made within two months of application; 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.

10.0 A Librarian on a Leave of Absence must inform the University Librarian six month prior to the end of the Leave of their intention to seek a renewal or extension of the Leave, otherwise a return to the University at the end of the approved leave is assumed.

### **ARTICLE 3.5 RETIREMENT FROM THE UNIVERSITY**

#### **1.0 Retirement from Long Term Disability**

1.1 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 their 65<sup>th</sup> birthday [see 1.16.5].

#### **2.0 General Considerations Retirement**

2.1 A Librarian's permanent appointment at the University ceases upon retirement.

2.2 A Librarian must give up administrative posts upon retirement, or on June 30th immediately following their retirement.

2.3 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**

- 1.1 **Retirement [see also 2.5.1]**
- 1.2 On the request of a full-time Librarian, retirement will be granted if the individual:
- a. has reached the age of 60 before the beginning of the academic year in which retirement would commence; and,
  - b. has completed 25 years service as a Librarian at the University
- 1.3 The retirement commencement date of a Librarian will be July 1.
- 1.4 A Librarian electing retirement under this section will notify the Academic Vice-President & Provost to this effect by October 31 or seven (7) months preceding the academic year during which the retirement will commence.
- 1.5 A Librarian who elects retirement under this section only is henceforth eligible for short-term contract work assignments only.
- 1.6 A Librarian who elects retirement under this section only will continue to receive the “Health, Dental, and Emergency Travel Plan” benefit (subject to exclusions for pre-existing conditions) of full-time Librarians [see 1.16.1] until July 1 following their 65<sup>th</sup> birthday.
- 1.5.1 Tuition benefits apply to a Librarian under this section, until the July 1 following their 65<sup>th</sup> birthday [see 1.17].
- 1.6.1 A Librarian who has elected retirement under this section has the same rights as other retired Librarians.
- 1.6.2 When the Librarian reaches the July 1 following their 65<sup>th</sup> birthday, 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 their 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 their 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 3.5.2 PHASED-IN RETIREMENT OPTION**

- 1.0 Current full-time permanent Librarians whose combined age and years of service at the University are equal to or are greater than eighty (80) can elect a phased-in retirement option. The phased-in retirement option requires Librarians to work 50% of their normal workload up to a maximum of five (5) years. Should the Librarian elect to retire before the maximum five (5) year period, the Librarian will notify the Academic Vice President & Provost by October 31 preceding the academic year during which the retirement will commence. At the end of the phased-in retirement option, the Librarian shall retire.
- 1.1 Members electing the Phased-In Retirement Option must apply in writing to the Academic Vice-President & Provost no later than January 1 of the year in which they wish to commence a phased-in retirement. For 2013 applications will be accepted up to 30 days from the signing of this agreement. Phased-in retirement options shall commence on July 1.
- 1.2 In the first year of the phased-in retirement option as per clause 1.0 above the Librarian's salary will be calculated as 50% of the scale salary [see Appendix A] the Member would have received if the phased-in retirement option had not been taken.
- 1.3 A Librarian who has elected the phased-in retirement option as per clause 1.0 above will maintain their rank and is eligible for step progressions through the Salary Scale.
- 1.4 The Librarian shall accrue pensionable service and other benefits during the phased-in retirement option on a prorated (i.e., 50%) basis. The Librarian will also remain a member of the Association and will be covered by all the provisions of this Collective Agreement.
- 1.5 During the phased-in retirement option, the Librarian can elect to transition to a Retirement Allowance [Article 3.5.1] if still eligible however the amount available from the retirement allowance in Article 3.5.1 will be prorated based on the period of time spent in the phased in retirement option (for example, if a Librarian completes three years of the phased in retirement option (i.e., 60%), they would be eligible to receive 40% of the benefit in Article 3.5.1).
- 1.6 Replacement of Librarians will take place with a replacement rate of at least 50% of Librarians opting for the phased-in retirement option. Replacements will be made with Librarian positions. The replacement position must be filled no later than two (2) years after the Librarian's completion of the phased in retirement option or transition to a retirement allowance [see clause 1.5 above].

## **ARTICLE 3.6 LIBRARIAN SALARY**

### **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 they are at the ceiling of their 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 their 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**

<b>Clause</b>	<b>Article</b>
Sick Leave	Article 2.4.4
Compassionate Leave	Article 2.4.5
Retirement Allowance	Article 2.5.1
Payment of Salary	Article 2.6.2
Vacation	Article 2.6.4
Outside Professional Activity	Article 2.8

**APPENDIX A: SALARY GRID FOR LIBRARIANS**

	<u>1.60%</u> July 1, 2019 to 30-Jun-20*	<u>1.60%</u> July 1, 2020 to 30-Jun-21*	<u>1.75%</u> July 1, 2021 to 30-Jun-22*
Librarian I			
1001	63,419	64,433	65,561
1002	65,928	66,983	68,155
1003	68,438	69,533	70,750
Librarian II			
2001	73,545	74,722	76,030
2002	76,119	77,337	78,690
2003	78,689	79,948	81,347
2004	81,261	82,561	84,006
2005	83,831	85,172	86,663
2006	86,402	87,784	89,320
2007	88,974	90,398	91,980
2008	91,544	93,008	94,636
2009	94,115	95,621	97,294
2010	95,399	96,926	98,622
2011	96,686	98,233	99,952
2012	96,686	98,233	99,952
Librarian III			
3001	89,210	90,637	92,223
3002	91,972	93,444	95,079
3003	94,735	96,251	97,935
3004	97,496	99,056	100,790
3005	100,258	101,862	103,645
3006	103,021	104,670	106,501
3007	105,783	107,475	109,356
3008	108,545	110,282	112,212
3009	111,308	113,089	115,068
3010	114,068	115,893	117,922
3011	116,831	118,700	120,777
3012	119,593	121,507	123,633
3013	122,356	124,314	126,489
3014	125,117	127,119	129,344
3015	126,498	128,522	130,771
3016	126,498	128,522	130,771
3017	126,498	128,522	130,771

	<u>1.60%</u> July 1, 2019 to 30-Jun-20*	<u>1.60%</u> July 1, 2020 to 30-Jun-21*	<u>1.75%</u> July 1, 2021 to 30-Jun-22*
Librarian IV			
4001	112,055	113,848	115,840
4002	114,995	116,835	118,879
4003	117,934	119,821	121,918
4004	120,874	122,807	124,957
4005	123,814	125,795	127,996
4006	126,753	128,781	131,035
4007	129,692	131,767	134,073
4008	132,633	134,755	137,113
4009	135,571	137,740	140,151
4010	138,511	140,727	143,190
4011	141,451	143,714	146,229
4012	144,391	146,701	149,268
4013	147,330	149,687	152,307
4014	150,269	152,674	155,346
4015	153,209	155,660	158,384
4016	156,149	158,647	161,424
4017	156,149	158,647	161,424
4018	156,149	158,647	161,424

\* Cost of living Increases (indicated %) are effective July 1st. Step increases will occur on Sept. 1<sup>st</sup>.

**SECTION 4**

**LAB INSTRUCTORS**

## **OVERVIEW**

The following document is intended to identify specific considerations not covered elsewhere in the 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 Laboratory Instructors have the responsibility to deal fairly, professionally 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 uphold and to protect the principles of academic freedom, and to seek the highest possible standards of scholarship.

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, technical, and administrative responsibilities and tasks relevant to the assigned laboratories. Senior Laboratory Instructors have additional responsibilities as outlined in Clause 7.0 and 8.0 of this Article.

2.0 Instructional Expectation

- a) Instructors involved with laboratory instruction shall have a maximum teaching expectation of 15 contact hours per week (5 three hour lab periods or equivalent). This amount shall be decreased proportionately as other technical and administrative duties are assigned or if the position is other than full-time.
- b) Laboratory Instructors teaching 3 or 6 credit courses shall receive the normal per course stipend as per Article 2.10 of this Agreement.

3.0 Instructional Responsibilities and Tasks may include any combination of the following to be determined in consultation with the course professor:

- a) Introduces the content and methods of the laboratory or tutorial session to the students;
- b) Teaches and/or provides assistance to students in each laboratory session;
- c) Keeps regular, posted office hours of at least one (1) office hour per assigned three hour lab period to a maximum of five (5) hours per week, between the hours of 8:15 a.m. to 5:15 p.m., Monday through Friday spread over at least two (2) days;
- d) Marks laboratory and/or tutorial assignments, reports, and quizzes;
- e) Sets up, administers, and assists in invigilating laboratory and tutorial quizzes and examinations;
- f) Creates and/or revises laboratory and tutorial exercises, manuals, assignments, quizzes, and examinations;
- g) Supervises student demonstrators.

4.0 In addition to the above, certain Technical Responsibilities and Tasks 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 and tutorial exercises including web-based content 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 SDS 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.

5.0 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
- d) May be asked to attend department meetings.

6.0 In addition to the above instructional, technical, and administrative responsibilities and tasks, the Department Chair may from time to time assign to a Laboratory Instructor other reasonable duties. Such duties may or may not become part of the regular duties of the Laboratory Instructor. Additional duties shall not include grading for the lecture component of the course.

7.0 In addition to the instructional, technical and administrative responsibilities and tasks described above in Articles 4.0:1.0 to 4.0:5.0, the duties of the Senior Laboratory Instructor shall also include the following as applicable:

- a) Supervision of the day-to-day operations of all assigned labs.
- b) Introducing the content and methods of the laboratory or tutorial session to the students;
- c) Coordinating efforts of other laboratory staff in regard to ordering and receiving of equipment and supplies needed for laboratory and tutorial instruction;
- d) In consultation with the Department Chair, may be asked to select, hire, schedule and manage student demonstrators.



- e) May be asked to evaluate Laboratory Instructors in the same or different Departments.
  - f) May be asked to develop and maintain safety manuals and procedures.
- 8.0 In addition to the above instructional, technical and administrative responsibilities and tasks, the Department Chair may from time to time assign to a Senior Laboratory Instructor other reasonable duties. Such duties may or may not become part of the regular duties of the Senior Laboratory Instructor. Additional duties shall not include grading for the lecture component of the course.

#### **ARTICLE 4.1 QUALIFICATIONS**

- 1.0
- a) Minimally, B.Sc. or B.A., or equivalent for Lab Instructor
  - b) Minimally, Master's degree or six (6) 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 Appointments: Instructors shall receive probationary contracts for a total of two academic years before being considered for a continuing appointment. Individuals with probationary appointments shall be offered contracts of no less than 39 weeks.
  - b) Continuing Appointments: A continuing appointment means permanency of employment subject to the terms of the Collective Agreement. Individuals with continuing appointments shall be offered contracts of no less than 39 weeks.
  - c) Contractually Limited-Term: A Limited-Term appointment is one for a specified duration and carries no implication of renewal of appointment beyond the specified term. A contractually Limited-Term appointment may be made in order to replace employees on leave or for other special circumstances.
  - d) Part-time Appointments: Instructor positions or parts of positions may be authorized by the appropriate Dean and filled on a part-time basis. A part-time appointment means a Lab Instructor appointed to a position whose normal number of hours of work per week are less than that of a full-time Lab Instructor.

## **ARTICLE 4.3 RECRUITMENT AND APPOINTMENT PROCEDURE**

- 1.0 All postings shall be approved by the Academic Vice-President & Provost upon recommendation of the appropriate Dean and requested by the Department Chair based on departmental teaching requirements.
- 2.0 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.
- 3.0 For appointment to continuing 12 month or to 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 Article 4.3:2.0 above. The parties agree that the interests of the university are better served by means of an internal appointment where qualified candidates are available.
- 4.0 Selection Committee
  - i) A Selection Committee shall be struck consisting of the Chair of the Department, who will chair the committee, a Senior Laboratory Instructor or a Laboratory Instructor where possible, and two members of Faculty of the Department, at least one of whom, if possible, should be the Faculty member teaching/coordinating the courses for which the Laboratory Instructor is being hired. If the position being filled involves team or coordinated instruction then where possible an additional Senior Laboratory Instructor or Laboratory Instructor who will be involved in the team or coordinated instruction shall also be included on the selection committee.
  - ii) The Selection Committee shall follow the standard hiring policies and procedures of the University. The Selection Committee shall recommend in writing the preferred candidate(s) to the appropriate Dean for approval and appointment.
- 5.0 The Dean will issue a written offer of appointment in the name of the Academic Vice President & Provost. The written offer 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;
  - f) applicable fringe benefits available to the appointee;

- g) the location in the Collective Agreement where Laboratory Instructors duties, rights, and privileges are specified;
  - h) and a reference to the website where the Collective Agreement and all subsequent letters of understanding are located.
- 6.0 A copy of the written offer of appointment shall be sent to the Chair of the Department and for appointments to Schools, to the Director of the School.
- 7.0 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 written offer of appointment will be sent to the President of the Association once an acceptance has been received.
- 8.0 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 their Department in accordance with Article 4.6. The review in the second year of service shall be for conversion from a probationary to a continuing appointment. Instructors who are on a pregnancy, adoptive, parental, paternity or sick leave for a period of at least 25 consecutive weeks may be granted a twelve month extension to their probationary period. The extension must be requested prior to April 1 of the year in which the review is to take place.
- 2.0 The Dean will notify the Academic Vice-President & Provost, in writing, of the recommendation of the evaluation committee and their decision with regard to the granting of a continuing appointment. After consultation with the Academic Vice-President & Provost, the Dean shall convey their decision to the Laboratory Instructor in writing. The Dean and the Chair may agree to extend the probationary period by an additional year.
- 3.0 Continuation of Probationary and continuing appointments is subject to the normal university exigencies and normal employment practices.
- 4.0 During the term of this agreement no Lab Instructors with probationary or continuing appointments shall have their currently contracted number of weeks per year involuntarily reduced.
- 5.0 Vacation entitlement is to be taken during the term of the appointment.
- 6.0 Laboratory Instructors holding continuing appointments may qualify for unpaid leave of absence for up to twelve (12) months without loss of seniority [See Appendix I, 1.14].

- 7.0 The cost of any required recertification for Laboratory Instructors shall be covered by the University.
- 8.0 Instructors who routinely work in a laboratory where eye protection is a safety requirement shall be provided with one (1) pair of prescription safety glasses to be paid for by the University. This is available once every 36 months.
- 8.1 Working Hours  
Full-time: Forty (40) hours per week  
Part-time: Less than forty (40) hours per week.
- 8.2 All Laboratory Instructors and Senior Laboratory Instructors returning the following academic year shall be given their teaching assignments from their respective Chair, Coordinator, or Director by May 31<sup>st</sup>. If a changes after the deadline must occur the Instructor and Instructor's Supervisor must be consulted about the change in assignment as soon as is reasonable.
- 8.3 Both Parties agree that flexibility in start dates benefits both the Departments and the Instructors as it allows for accommodation for specific departmental and personal needs. Therefore, Instructors may request through their respective Chair/Coordinator or Director, a start date of either the Monday closest to August 15<sup>th</sup>, or a start date closer to the first day of classes. Such requests will be made by May 15<sup>th</sup>. The Dean's decision to grant or deny the request will also be communicated to the Instructor, Human Resources and the Association, including a written explanation if the request is denied, by May 31<sup>st</sup>.
- 8.3.1 All Laboratory Instructors and Senior Laboratory Instructors returning the following Academic year shall be given their letters of appointment from their appropriate Dean by May 31<sup>st</sup>. 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) start and end dates corresponding to their appointment length;
  - d) the salary;
  - e) the location in the Collective Agreement where Laboratory Instructors duties, rights, and privileges are specified;
  - f) and a reference to the website where the Collective Agreement and all subsequent letters of understanding are located.
- 8.3.2 The Laboratory Instructor or Senior Laboratory Instructor shall reply to the Dean's letter within seven (7) days with an indication of intent to return. A copy of the letter of appointment with the Instructors response shall be sent by the Dean to the Association, Human Resources, and to either the Chair, Coordinator, or Director.
- 8.4 At the start of each academic term the Laboratory Instructor or Senior Laboratory Instructor will meet with course supervisor(s) to develop and review their specific work plan for the upcoming term. Work plans need to be established in such a manner as to achieve the educational and evaluative objectives of the course while minimizing instructor overtime and accommodating for other entitlements (i.e., vacation time), assignments and duties of the

instructor. These work plans should be submitted to the Chair, Coordinator, or Director and kept on file within the department.

9.0 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.

9.1 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 the Instructor's 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 bank more than 40 hours and must use them at a time mutually agreeable with the Department Chair or Program Coordinator. Once an Instructor has reached this limit of 40 banked hours, any remaining overtime the Instructor works will be paid at the rate of time and one-half.

#### **ARTICLE 4.5 COMPENSATION**

1.0 The Salary Grid for Laboratory and Senior Laboratory Instructors can be found in Appendix A of this section.

2.0 New Hires

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

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	Level 1
3-4	Level 2
5-6	Level 3
7	Level 4

- 3.0 For Laboratory Instructors working 20 or more hours/week and 30 or more weeks per Academic Year (600 hours/ Academic Year), step increases take place on July 1 and cannot exceed the maximum step in the Salary Grid for Laboratory Instructors.

For Laboratory Instructors working less than 600 hours/Academic Year, the step increase will be awarded if the total accumulated hours worked since the last step increase is greater than 600 hours or it has been two years since the last step increase.

## **ARTICLE 4.6 PERFORMANCE EVALUATION**

- 1.0 Performance Evaluations will be held every year for instructors with Limited-Term or probationary appointments and every second year for instructors with continuing appointments unless their rating on their previous performance evaluation was “fair” or “unsatisfactory” in which case an evaluation will be completed in the subsequent year.
- 1.1 Instructors who receive three (3) consecutive review ratings of “good” or “excellent” will be subsequently reviewed every fifth (5) year. Any such subsequent review rating of “satisfactory”, “fair”, or “unsatisfactory” shall require a review the subsequent year. The Instructor will then be reviewed as per clause 4.6.1.0 until the criterion stated in the first sentence of this clause is met.
- 2.0 The Performance Evaluation shall take place by May 15 or the Instructors contract termination date, whichever is earlier.
- 3.0 The performance evaluation will be carried out by the relevant Departmental Evaluation Committee (Article 2.2.2.1) with the addition of two representatives of the Laboratory Instructors not currently being reviewed by the relevant Departmental Evaluation Committee, one of whom must be a Senior Lab Instructor.
- 4.0 All faculty, Laboratory Instructors, and Senior Laboratory Instructors within a department may submit written comments on the performance of the candidate but individuals with whom the Laboratory 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. All comments must be based on performance of duties as outlined in Article 4.6; 5.0.
- 5.0 Performance evaluation will be based on the performance of assigned duties:
  - a) Instructional Responsibilities and Tasks as per Article 4.0;3.0
  - b) Technical Responsibilities and Tasks as per Article 4.0;5.0
  - c) Additional duties as per Article 4.0;6.0, 4.0;7.0, and 4.0;8.0 as appropriate
- 6.0 The Instructor’s performance of the assigned duties described in clause 5.0 above is to be rated as:
  - a) Excellent – Individual performs all tasks in an excellent manner. Requires little or no supervision.
  - b) Good – Individual performs many tasks well, and all other tasks satisfactorily. 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.

- 7.0 In determining a rating as per clause 6.0 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.
- 8.0 The overall evaluation should also take into consideration the following where appropriate:
- a) certification that is job-related
  - b) evaluation by supervising course instructor
  - c) student evaluations
  - 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, World Ocean's Day, public outreach)
  - g) information on other relevant professional activities
  - h) service to the department and/or University(e.g., committee work)
- 9.0 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 clause 6.0 above. The results of the evaluation shall be transmitted by the Chair to the Dean of the Faculty with a copy of the letter to the Instructor. The Dean will review the evaluations to ensure consistency across Departments.
- 10.0 The overall rating in the Performance Evaluation will be used as noted below
- 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" or "Unsatisfactory" evaluation for a continuing Lab Instructor shall require an evaluation for the following year.

#### **ARTICLE 4.7 PROMOTION TO SENIOR LAB INSTRUCTOR**

- 1.0 A Laboratory Instructor on a Continuing Appointment who has at least eight (8) continuous years of service, including years on probation, and who receives only "excellent" or "good" performance evaluations within the last six (6) years will advance to the rank of Senior Laboratory Instructor upon application to the appropriate Dean. Upon promotion, the Instructor's pay will increase to the first step above the Instructor's current rate of pay in the Senior Laboratory Instructor Scale.



- 2.0 A Laboratory Instructor who has a relevant Master’s degree, who has at least six (6) continuous years of service, including years on probation, and who receives only “excellent” or “good” performance evaluations within the last four (4) years will advance to the rank of Senior Laboratory Instructor upon application to the appropriate Dean. Upon promotion, the Instructor’s pay will increase to the first step above the Instructor’s current rate of pay in the Senior Laboratory Instructor Scale.

**ARTICLE 4.8 APPLICABLE CLAUSES IN OTHER SECTIONS OF AGREEMENT**

<b>Clause</b>	<b>Article</b>
Sick Leave	Appendix I: 1.10
Emergency Family Days	Appendix I: 1.11
Vacation Leave	Appendix I: 1.12
Leaves of Absence	Appendix I: 1.13
Professional Incentive	Appendix I: 1:14

**APPENDIX A: SALARY GRID FOR LABORATORY INSTRUCTORS**

	Steps			<u>1.60%</u>	<u>1.60%</u>	<u>1.75%</u>
	2018	New	1-Jul-18	July 1, 2019 – June 30, 2020	July 1, 2020 – June 30, 2021	July 1, 2021 – June 30, 2022
<b>Lab Instructor</b>						
			47,878			
			49,301			
	3	1	50,722	51,534	52,358	53,274
	4	2	52,145	52,979	53,827	54,769
	5	3	53,565	54,422	55,293	56,260
	6	4	54,988	55,868	56,762	57,755
	7	5	56,409	57,312	58,229	59,248
	8	6	57,831	58,756	59,696	60,741
	9	7	59,252	60,200	61,163	62,234
	10	8	60,674	61,645	62,631	63,727
	11	9	62,095	63,089	64,098	65,220
	12	10	63,516	64,532	65,565	66,712
	13	11	64,937	65,976	67,032	68,205
	14	12	66,359	67,421	68,499	69,698
<b>Senior Lab Instructor</b>						
		Base	56,798			
			58,218			
	2	1	59,639	60,593	61,563	62,640
	3	2	61,062	62,039	63,032	64,135
	4	3	62,485	63,485	64,501	65,629
	5	4	63,904	64,926	65,965	67,120
	6	5	65,326	66,371	67,433	68,613
	7	6	66,749	67,817	68,902	70,108
	8	7	68,710	69,809	70,926	72,168
	9	8	69,592	70,705	71,837	73,094
	10	9	71,013	72,149	73,304	74,586
	11	10	72,435	73,594	74,771	76,080
		11		75,039	76,240	77,574
		12		76,484	77,708	79,068
		13		77,929	79,176	80,561

**Implementation of this agreement for Lab Instructors requires:**

July 1, 2019 – Steps are renumbered to reflect the elimination of bottom two steps for both Lab Instructors and Senior Lab Instructors.

2019-2020 – In addition to normal progression through the ranks, Lab Instructors and Senior Lab Instructors will progress one additional step on the scale.

2020-2021 – In addition to normal progression through the ranks, Lab Instructors and Senior Lab Instructors will progress one additional step on the scale.

## **SECTION 5**

### **SCHOOL OF NURSING, NURSE EDUCATORS**

## **OVERVIEW**

The following document is intended to identify specific considerations and to provide guidance on matters unique to the Nurse Educator role, within the School of Nursing (SON).

The existence of the program and continued employment of all positions within the program is significantly dependent on continued funding.

### **ARTICLE 5.0 DESCRIPTION OF ROLE AND RESPONSIBILITIES**

1.0 The Nurse Educator positions are unique to the School of Nursing where the emphasis is teaching nursing practice and nursing scholarship in various clinical placements. Clinical applications may include, but are not limited to, hospital and community placements, skills labs, and simulation labs. Nurses in these positions are clinical nursing practice experts whose level of practice is advanced and specialized. Nurse Educators work closely with the assigned Nurse Educator and/or Faculty member for the clinical courses, and the Semester Leads. Nurse Educators are accountable to the Director of the School of Nursing.

Nurse Educators have the responsibility to deal fairly, professionally 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 uphold and to protect the principles of academic freedom, and to seek the highest possible standards of scholarship.

2.0 **Key responsibilities of the Nurse Educator:**

The Nurse Educator is responsible for actively providing clinical/laboratory/simulation learning experiences and collaborating with Faculty members to meet the course objective/outcomes by:

- a) planning, implementing and evaluating learning experiences for nursing students in the classroom;
- b) planning, implementing and evaluating learning experiences in clinical practice settings, laboratories, and simulation laboratories in collaboration with the course instructor;
- c) implementing strategies to ensure the best possible use of clinical practice experiences for nursing students in a wide variety of settings;
- d) keeping posted office hours of at least one (1) office hour per three (3) hours of assigned contact hours to a maximum of five (5) hours per week, between the hours of 8:15 a.m. to 5:15 p.m., Monday through Friday spread over at least two (2) days except during those weeks when the Nurse Educator is assigned to Direct Clinical contact;
- e) engaging in service (e.g. University, interagency, and professional service committees);

- f) providing program support which comprises:
    - attendance at School of Nursing meetings as appropriate;
    - membership on School of Nursing Committees as appropriate;
- 3.0 Additional Responsibilities of the Nurse Educator may include:
- a) primary responsibility for classroom instruction in clinically intensive courses if assigned;
  - b) collaborating with other health care providers/professionals, as well as potential and actual clients/patients.
- 3.1 In the case where a Nurse Educator is assigned to plan and implement a clinical course it will be the Educator's responsibility:
- a) to provide course development and support in consultation with Nurse Educators;
  - b) to consult and provide orientation for the Nurse Educators assigned to Clinical Placements Coordinator to determine the clinical practice needs.
- 4.0 Nurse Educators may be assigned the role as Semester Lead.
- Key Responsibilities of Semester Leads may include:
- a) Scheduling and facilitating meetings with those teaching courses/lab/clinical in the assigned semesters. Semester meetings occur each month during the regular academic year, with the first one scheduled prior to the start of classes.
  - b) Reporting to the Curriculum Committee and/or SON meetings each term for decision making/recommendations as needed.
- 5.0 **Key responsibilities of the Clinical Placements Educator include:**
- a) Reporting to the Director of the School of Nursing;
  - b) Developing partnerships with local, regional, provincial and national partners;
  - c) Liaising with Associate Director;
  - d) Overseeing clinical placements;
  - e) Addressing clinical issues (e.g., cancelled placements, obtaining new placements);
  - f) Collaborating and liaising with Nova Scotia Health Authority (NSHA) to ensure adequate clinical placements;
  - g) Addressing student conduct in clinical and report to Associate Director;
  - h) Serving on School of Nursing and Agency committees;
  - i) Attending School of Nursing meetings as required;
  - j) Serving on Curriculum Committee.

## **ARTICLE 5.1 QUALIFICATIONS AND PROFESSIONAL REQUIREMENTS**

- 1.0 Minimum academic preparation and qualifications include a baccalaureate degree in nursing; eligibility for registration with the Nova Scotia College of Nurses (NSCN); 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, but not

limited to, community, adult nursing, ICU/specialty, maternal-child, or international health. Police Record Checks and Child Abuse Registry Checks may be required. 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.

## 2.0 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 Nurse Educators must hold a current Nova Scotia Registered Nursing license. The University shall reimburse the annual cost of the license renewal with NSCN for continuing appointments and the cost of other requirements (e.g., vaccinations that are not covered by Blue Cross) mandated by the NSHA.

### **ARTICLE 5.2 TERMS OF APPOINTMENT**

#### 1.0 There shall be four types of appointments for Nurse Educators:

- a) Probationary: Nurse Educators shall receive probationary contracts for a total of four academic years before being considered for a continuing appointment.
- b) Continuing: A continuing appointment (or permanent appointment) means permanency of employment subject to the terms of the Collective Agreement.
- c) 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 which are temporary in nature. The total time a Nurse Educator occupies Limited-Term appointments may not exceed four (4) years except with the permission of both the University and the StFXAUT.
- d) Part-time: A Nurse Educator position may be authorized by the Dean and filled on a part-time basis.

### **ARTICLE 5.3 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 SON, for at least a two (2) week period. The areas of search may be broadened at the discretion of the Dean.
- b) Posting shall identify the date of the posting, the academic term, 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 StFXAUT 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) Search Committee
  - i) A Search Committee shall be struck consisting of the Director, SON, who will chair the committee, the instructor teaching/coordinating the course, another member of the Faculty within the School of Nursing and one Permanent Nurse Educator.
  - ii) The Search Committee shall follow the standard hiring policies and procedures of the University and the SON.
  - iii) The Chair of the Search Committee shall recommend in writing the preferred candidate(s) to the Dean of Science for approval and appointment.

## 2.0 Limited-Term Appointment

- a) Limited-Term vacancies shall be filled by open competition, by means of an advertisement on the University's Web site and in the SON, for at least a two (2) week period. The areas of search may be broadened at the discretion of the Dean.
- b) Posting shall identify the date of the posting, the academic term, 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 StFXAUT 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) Search Committee
  - i) A Search Committee shall be struck consisting of the Director, SON, who will chair the committee, the instructor teaching/coordinating the course, and another member of Faculty within the School of Nursing, and one permanent Nurse Educator.
  - ii) The Search Committee shall follow the standard hiring policies and procedures of the University..
  - iii) The Chair of the Search 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 & Provost. The written offer 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 salary;
  - d) relocation expenses; if any;
  - e) applicable fringe benefits available to the appointee;
  - f) the location in the Collective Agreement where Nurse Educators' duties, rights, and privileges are specified ;
  - g) and a reference to the website where the Collective Agreement and all subsequent letters of understanding are located
- 4.0 The written offer of appointment and the written acceptance shall be in the possession of the proposed new Nurse Educator and the University respectively before an appointment can take effect. A copy of the written offer of appointment will be sent to the President of the StFXAUT, the Director, SON, once an acceptance has been received.
- 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 5.4 PROBATIONARY APPOINTMENTS**

- 1.0 The initial contract for a probationary appointment as a Nurse Educator will normally be for two years.
- 2.0 The Performance Evaluation Committee (see Article 5.5 for details) of the SON shall conduct a performance evaluation of each Nurse Educator holding a probationary appointment by December 15 in each year except the initial and final year of a probationary appointment.
- 3.0 An evaluation by the Performance Evaluation Committee for a Nurse Educator with a Probationary Appointment which is reported as "Fair" or "Unsatisfactory" shall extend the probationary period by one year. Two "Unsatisfactory" evaluations for a Nurse Educator with a Probationary Appointment shall be considered as sufficient grounds for non-renewal of appointment.
- 4.0 Upon successful evaluation, the Dean has the option to renew the probationary appointment for one or two years
- 5.0 The total length of the probationary period shall be four years.
- 6.0 Time spent on any leave shall not count toward the probationary period.
- 7.0 Time worked in Limited-Term Appointments may be included in the probationary period at the specific request of the Nurse Educator.
- 8.0 Any Nurse Educator wishing to count years on Limited-Term Appointments towards

permanency must have been evaluated in each of such years. In addition, a minimum of one full year in a probationary appointment must be completed prior to the request to count the Limited-Term appointment years and subsequent application for a continuing appointment.

- 9.0 To be eligible to obtain a continuing appointment, the Nurse Educator must have completed four years in a probationary appointment.
- 10.0 To obtain a continuing appointment, the Nurse Educator shall submit to the Probationary Review Committee a file containing a current curriculum vitae, teaching surveys, and any other material that the Nurse Educator deems relevant, by November 21 in the final year of the probationary period. This file must show evidence of current registration with NSCN. It is the responsibility of the Nurse Educator being evaluated to provide the Probationary Review Committee and the Dean with the evidence to make an informed decision.
- 11.0 The Probationary Review Committee shall be chaired by the Director, SON and shall include two permanent Nurse Educators and two Faculty members within the School of Nursing.
- 12.0 The Probationary Review Committee shall use the evaluative criteria as per Article 5.6.
- 13.0 The Probationary Review Committee shall make recommendation on the matter of permanency by simple majority vote and shall communicate its recommendation, with concise reasons based on evidence, in writing to the Dean and the candidate by December 15.
- 14.0 The Chair of the Probationary Review Committee will ensure the candidate's file is delivered to the Dean's office by December 15.
- 15.0 The Dean shall communicate their decision in writing to the candidate by January 30 with reasons for the decision.
- 16.0 In the event of a negative recommendation for permanence 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 Probationary Review Committee with a representative of the StFXAUT, to present their 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 their decision on the granting of a continuing appointment.

## **ARTICLE 5.5 PERFORMANCE EVALUATION**

- 1.0 Performance Evaluations for Nurse Educators with a 8 month or longer, full or part-time Limited-Term Appointment, who have received a second 8 month or longer, full or part-time Limited-Term Appointment, shall undergo a performance evaluation in their second year by December 15, and be evaluated every December 15 each year they continue to hold a Limited-Term Appointment.
- 2.0 Performance Evaluations will be completed every third year by December 15 for Nurse Educators with continuing appointments unless their rating on the previous performance evaluation was “Fair” or “Unsatisfactory”. Individuals who are due for an evaluation will be contacted by the Deans office by October 1 each year.
- 3.0 The annual performance evaluation shall be done by the Performance Evaluation Committee consisting of the Director, SON who shall chair the committee, one Nursing Faculty member and one permanent Nurse Educator.
- 4.0 Nurse Educators shall submit to the Performance Evaluation Committee a file containing current curriculum vitae, teaching surveys, and any other material that the Nurse Educator believes is relevant, by November 21 of the year in which they are evaluated. This file must show evidence of current registration with NSCN. It is the responsibility of the Nurse Educator being evaluated to provide the Performance Evaluation Committee and the Dean when necessary with the evidence to make an informed evaluation, recommendation and decision when appropriate.  
  
The Performance Evaluation Committee shall communicate its evaluation and recommendation for renewal if appropriate, with clear and concise reasons based on evidence, in writing to the Dean and the candidate by December 15
- 5.0 Two evaluations with ratings of “Unsatisfactory” for a Nurse Educator with a Continuing Appointment shall be considered as sufficient grounds for dismissal for cause.

## **ARTICLE 5.6 CRITERIA FOR EVALUATION**

- 1.0 The Performance Evaluation Committee and the Probationary Review Committee for Nurse Educators must consider and evaluate the following areas:
  - a) Teaching and clinical supervision and instruction,
  - b) scholarly or professional development and activities that support continued competence in an area of practice and,
  - c) Service to the SON and to the University, where service is defined as activities that do not involve direct student contact for the purposes of teaching. A Nurse Educator’s service to their professional community or exceptional service to their community may be considered.

- 2.0 In order to inform the evaluation and recommendation, the performance evaluation will also take into consideration the following:
- a) certification that is job-related
  - b) student evaluations
  - c) contributions to course content and delivery (e.g., creation of content such as exercises, manuals, simulations, web-based content, etc.)
  - d) publications that are job-related
  - e) service to the department's outreach and community activities
  - f) service to the department (e.g., committee work, program support and administration).
- 3.0 The assessment on teaching and clinical supervision should also consider the particular clinical sessions taught by the Nurse Educator. Some clinical sessions may offer less or more opportunities for Nurse Educators 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.
- 4.0 As part of the Performance Evaluation or Probationary Review, the Nurse Educator shall receive an evaluation on each of the three broad categories in Clause 1.0 of this Article and an overall evaluation as one of the following:
- a) Excellent – Individual performs all roles and responsibilities in an excellent manner.
  - b) Very Good- Individual performs many roles and responsibilities very well and all other responsibilities well.
  - c) Good – Individual performs many roles and responsibilities well, and all other responsibilities adequately.
  - d) Satisfactory – Individual performs all roles and responsibilities satisfactorily.
  - e) Fair – Individual performs most roles and responsibilities satisfactorily, but not all.
  - f) Unsatisfactory – Individual fails to perform many roles and responsibilities

### **ARTICLE 5.7 WORKLOAD**

The standard work week for Nurse Educator workload planning is based on 37.5 hours. Clinical applications (clinical, lab and sim) may be assigned as per Appendix B. This Appendix is a reference guide.

- 1.0 When Nurse Educators do not have required clinical practice instructional duties, they will perform other non-instructional duties in that period except for a vacation period that has been mutually agreed upon between the Nurse Educator and the Director. Non instructional activities may include service to the School (e.g., committee work and program support).
- 1.1 Normally, assignments for all Nurse Educators include one direct clinical group per year.
- 1.2 Nurse Educators may be assigned up to a maximum of three (3) direct clinical groups in the fall and/or winter terms. An additional clinical group per term may be assigned by mutual agreement of the Nurse Educator and the Director, SON.

- 1.3 In accordance with Article 5.1:2.1 the standard assignment will include time for professional development as approved by the Director.
- 1.4 If a current member is not qualified to teach Spring/ Summer clinical groups, the University will provide cross-training.
- 1.5 Clinical responsibility for supervision of preceptored students shall normally range between fourteen (14) and twenty (20) and not exceed twenty-five (25) per group.
- 1.6 Clinical responsibility for supervision of students in the laboratory setting shall normally range between twenty (20) and twenty-five (25) and not exceed twenty-five (25) per group.
- 2.0 Clinical responsibility should normally range between six (6) and nine (9) students per clinical group, for direct supervision, taking into account the greater intensity of supervision of newer students as well as students with higher learning needs. Clinical responsibility shall normally range between 10 and 14 students for indirect clinical supervision.
- 3.0 Assignment of clinical student ratio shall be done by the Director, SON in consultation with the relevant parties including the Clinical Placements Educator, and the Nurse Educator.
- 4.0 The Director may also assign, from time to time, other reasonable duties, in consultation with both the Associate Director and the Nurse Educator as per Article 5.0.
- 5.0 All teaching assignments for full-time Nurse Educators shall be assigned by May 31<sup>st</sup> prior to the start of the academic term that the assignment will take place. Alterations to the teaching assignment may only be made after this deadline with the consent of the Nurse Educator, and Director, SON. Such consent may not be unreasonably denied. New hires shall start their employment at the University at least two weeks prior to the commencement of their teaching assignment to allow for adequate orientation to the University and to their clinical setting. Orientation to the clinical setting shall involve an established Nurse Educator.
- 6.0 Nurse Educators who are required to travel as part of their clinical duties will be paid mileage, the lesser of the travel from home to the placement, or StFX to the placement, as well as accrue time in lieu in the amount of one (1) hour travelled

## **ARTICLE 5.8 SALARY AND BENEFITS**

The salary grid for Nurse Educators 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 Nurse Educators with BScN Degrees will start at Step 1 of the Nurse Educators Salary Grid.

- b) New Nurse Educators with a relevant Master's Degree will start at Step 2 of Nurse Educators Salary Grid.
- c) If a Nurse Educator acquires a relevant Master's Degree during their employment at the University they will move to the next step on the grid, if they have not exceeded Step 8.
- d) Current Nurse Educators who are employed on a less than twelve (12) month basis (i.e. 39/52 of current salary scale) will maintain their same percentage of weeks worked during any twelve (12) month period. Arrangements to change the number of weeks worked will be considered by the Director, SON and are subject to workload requirements identified by the Director and to available funds.
- e) Those on twelve (12) month contracts will be entitled to vacation as outlined in Appendix 1:1.12 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 Director, SON, or other options associated with any of the School's programs, without any additional remuneration.
- f) On September 1, of each full year worked, Nurse Educators will advance one step of the scale until Step 8 is reached.
- g) Step increases will be awarded annually on September 1 for Nurse Educators working more than four (4) Clinical groups per Academic Year. For Nurse Educators working fewer than five (5) Clinical groups per Academic Year step increases will be awarded biennially (once every two years) on September 1.

#### Financial Exigency

In the event that an actual operating deficit exists or is forecast due to a reduction in provincial funding, the SON may be directed to adjust its salary costs by eliminating one or more Nurse Educator 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 (3) weeks pay per year of employment, to a maximum of one (1) year's pay.

**ARTICLE 5.9 APPLICABLE CLAUSES IN OTHER SECTIONS OF AGREEMENT**

<b>Clause</b>	<b>Article</b>
Outside Professional Activity	Article 2.8
Sick Leave	Appendix I: 1.10
Emergency Family Days	Appendix I: 1.11
Vacations	Appendix 1: 1.12
Leaves of Absence	Appendix I: 1:13
Professional Incentive	Appendix I: 1.14

**APPENDIX A: SALARY GRID FOR NURSE EDUCATORS**

	<u>1.60%</u>	<u>1.60%</u>	<u>1.75%</u>
	July 1, 2019 to 30-Jun-20*	July 1, 2020 to 30-Jun-21*	July 1, 2021 to 30-Jun-22*
Step			
1	79,804	81,081	82,500
2	81,725	83,033	84,486
3	83,646	84,985	86,472
4	85,568	86,937	88,458
5	87,489	88,889	90,444
6	89,410	90,841	92,430
7	91,332	92,794	94,418
8	93,254	94,746	96,404

\* Cost of living Increases (indicated %) are effective July 1st. Step increases will occur on Sept. 1<sup>st</sup>.



**APPENDIX B: NURSE EDUCATOR WORKLOAD**

<b>Task</b>	<b>Contact Hours/week</b>	<b>Support Hours/week</b>	<b>Comments</b>
<b>Direct Clinical</b>	16 -32/wk	4-8/wk	Support is 4-8 hrs including office hrs (prep, marking, eval)
<b>Indirect Clinical &amp; Supervised Preceptorships</b>	4/wk	1/wk	Support – 1hrs w/o office hrs (marking, placement contact, eval, simulation)
<b>Teaching Lab &amp; Assisting Lab</b>	1/wk	.5/wk	May include skill testing set-up/take down, remediation/ retesting time.
	2/wk	1/wk	May include skill testing set-up/take down, remediation/ retesting time,
	3/wk	1.5 /wk	May include skill testing set-up/take down, remediation/ retesting time.
<b>Develop New Lab</b>		3-5/wk	New curriculum only
<b>Sim/Lab Operations plus debrief</b>	4-37.5/wk		Direct contact with 6-8 students per group
<b>Operating the Sim Lab (with no debrief)</b>		1-24/wk	No contact
<b>CPI training - Fall</b>	5/wk		6 groups of 25 students max/group
<b>CPI training - Winter</b>	2/wk		2 groups, 25 students max/ group
<b>IV Certification</b>	3/wk		Demo and certify (8 students/2hrs), review online modules for each student
<b>PCI Computer Training</b>	8/wk		8 students per 6 hrs
<b>Gluco Training</b>	2 /wk		Only in term 5 (8 students per one hr)
<b>Dementia Course</b>	5/wk		30 hrs per group

**SECTION 6**

**COADY INSTITUTE PROGRAM  
TEACHING STAFF**

## **OVERVIEW**

The Coady Institute (formally known as the “Coady International Institute” and the “Extension Department”) aims to build resilient communities, strengthen inclusive economies, and promote accountable democracies through mobilization of community-change leaders on a local and global level. The Coady Institute shall be referred to as the “Institute” hereinafter.

The following document is intended to identify specific considerations and to provide guidance on matters unique to the members of the Institute’s Program Teaching Associates and Program Teaching Staff.

### **ARTICLE 6.1 DESCRIPTION OF ROLE**

- 1.0 The Institute’s Program Teaching Associates and Program Teaching Staff include full-time positions where the emphasis is on teaching, research, partnership development, community development, and capacity building directed by the Institute’s strategic priorities and contractual commitments. Employees holding Program Teaching Associate or Program Teaching Staff positions will be designated as holding one of four ranks: Program Teaching Associate or 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 Associate or Program Teaching Staff normally include a Master’s or equivalent degrees and experience in community and/or global development work. In some instances, a PhD may be required.
- 1.1 Individuals in these positions are expected to keep abreast of best practices in Community and/or global development in their areas of expertise by keeping up with current literature. Subject to available funding, Employees are expected to engage in direct field work (locally and globally), research, and sector engagement. In addition, subject to available funding, Employees are expected to participate in relevant social innovation and community development related conferences and meetings.

### **ARTICLE 6.3 PROFESSIONAL RESPONSIBILITIES**

- 1.0 Key responsibilities include teaching in the Institute’s education programs, and/or developing, and delivering training programs, carrying out funded research and innovation projects and/or community development projects in the field, cultivating partnerships with partner and/or development organizations and funders, drafting project proposals, identifying and developing third party funding sources, managing funded

programs, and/or writing reports, and other activities that are consistent with a consulting and technical assistance role. Administrative and committee work may also be part of the responsibilities. Some Program Teaching staff may teach on a part-time basis in the University's academic programs. In some instances Program Teaching Staff may hold a cross-appointment with an academic department of the University(as per Article 6.5.1).

- 2.0 The Institute's Program Teaching Associates and Program Teaching Staff have the duty to deal fairly and ethically with their students and other members of the academic community, to uphold and to protect the principles of academic freedom, and to seek the highest possible standards.
- 3.0 The responsibilities shall be determined by the Institute's Executive Director in consultation with the Institute's Directors. Responsibilities should entail an appropriate combination of:
  - a) Teaching
  - b) Research (Knowledge Building)
  - c) Partnerships and Capacity Building for Community-led Development; and
  - d) Service

The Member's level of effort in these responsibilities may vary from individual to individual and from time to time as determined in consultation between the Program Teaching Staff and their Director.

### **3.1 Teaching**

A Program Teaching Associate or Program Teaching Staff member may be assigned to teach across all educational programs of the Institute based on their knowledge and expertise. These educational programs are offered on campus, off campus, by distance education or through a blended model.

Teaching encompasses time necessary for adequate preparation, delivery and follow-up on educational programs which may include logistical support and administrative responsibilities such as participant recruitment and selection.

### **3.2 Research (Knowledge Building)**

The primary objectives of knowledge building are to: increase knowledge and understanding of local and global community development across the Institute's thematic areas and constituencies; improve the Member's teaching and scholarly competence; ensure that the Institute's curricula remain relevant; and influence local and global community development leadership, practice and policy. Knowledge building in this context involves the creation and co-creation of new knowledge, and/or the creative use of existing knowledge, and/or the organization and synthesis of existing knowledge. It also includes activities such as: research, action-research and testing innovations in citizen-led and community-led development.

Disseminating research results through journal articles, books and other practice based publications, including Online and Interactive formats (e.g., Videos, websites, blogs) may be central to this role.

### **3.3 Partnership and Capacity Building for Community-led Development**

Cultivating, implementing and coordinating partnerships with organizations, alumni networks and funders both locally and globally are central to the Institute's approach to the co-creation of knowledge. Partnerships and projects can involve a range of activities such as: research; action-research; organizational capacity building; convenings for knowledge creation and sharing; the co-design, testing and documentation of innovations in citizen-led and community-led development; the design and delivery of off-campus and customized education programs; leadership development initiatives; and other forms of accompaniment to help alumni and partners bring about change in their organizations, communities and societies.

Capacity building in this context could include building knowledge and technical skills to engage in community-led research or to promote and support citizen-led development. It might also involve, for example, supporting innovation and networking, facilitating community and organizational processes, helping build the leadership capacity of partner organizations and their networks, or helping partners create enabling environments for citizen-led development, social entrepreneurship and social innovation that can inform or effect systems change. Capacity building can also include work with member-based organizations, provincial or regional organizations, governments, and associations. Cultivating, implementing and managing partnerships with the development organizations and funders are central to this role as is project management for contractual relationships.

### **3.3 Service**

Consistent with their principal duties, the Institute's Program Teaching Associates and Program Teaching Staff are encouraged to participate actively in the work of the Institute, the University, and the community through active membership on appropriate bodies, where such activities do not interfere with their principal duties.

- 4.0 There shall be prior consultation with Program Teaching Associates and Program Teaching Staff on the assignment of duties in relation to on-campus educational programs and the scheduling of off campus assignments. Once such duties or schedules have been determined it is the responsibility of the Member to fulfill the assigned duties on schedule and within budget.
- 5.0 Program Teaching Associates and Program Teaching Staff will be responsible for ensuring program content is current, relevant, and rigorous. From time to time and upon request from the Executive Director or designate, they may be required to review the content and delivery methodologies of the Institute's education programs to ensure that the programs effectively respond to current trends and priorities of the Institute's constituencies 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, other recruitment websites (e.g. Career Beacon) 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 Executive Director in consultation with the Search Committee (Article 6.4.1.2)..
  - 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 StFXAUT 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 Search Committee
- i) A Search Committee shall be struck consisting of; the Executive Director, who will chair the committee, two (2) other Directors assigned by the Executive Director and two (2) Program Teaching Staff members with appropriate areas of expertise.
  - ii) The Search 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 Search Committee.
- 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 Search Committee.
- 1.5 The Search Committee shall make a recommendation to the Academic Vice President & Provost.
- 1.6 Appointment
- i) The Academic Vice President & Provost shall make all appointments.
  - ii) Offers of employment shall be consistent with Human Resources policies and practices for all University employees.
- 2.1 The Executive Director shall determine the appropriate Program Teaching Associate or Program Teaching Staff rank and placement on the scale in accordance with years of relevant experience, professional accomplishments and academic qualifications.

- 2.2 If a candidate is offered an appointment at the rank of Program Teaching Staff II at the time of initial appointment the Promotion Committee shall meet to discuss and approve the proposed rank.
- 2.3 The Executive Director 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.
- 2.4 Letters of appointment shall explicitly state:
- 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.
- 2.5 The written offer of appointment and the written acceptance shall be in the possession of the proposed new Program Teaching Associate or 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 Academic Vice President & Provost and the President of the Association.

#### **ARTICLE 6.5 TERMS OF APPOINTMENT**

- 1.0 There are three types of appointment for Program Teaching Associates and Program Teaching Staff:
- i) Probationary Term – with reviews at twelve (12) and twenty-four (24) months
  - ii) Permanent – following two satisfactory probationary reviews
  - iii) Limited-Term – defined duration contracts, or replacement for employees on leave, or other appointments of a temporary nature.
- 2.0 In addition, the Coady Institute may consider short-term hires. These appointments of less than 3 months are made by the Associate Director in consultation with the Director for the purpose of providing unique expertise and/or specialized skills for designated periods. These will not be governed by this Agreement. In cases where program requirements necessitate an appointment greater than 3 months, the Director will seek permission from the Association. All teaching and facilitator appointments of less than three (3) months will be shared in a consolidated report every six (6) months.
- 3.0 The Executive Director may also appoint individuals to the position of Coady Fellow. Coady Fellows who teach in Canada will be considered Institute Program Teaching Staff

as per the terms of this Agreement, however they will not be subject to the recruitment procedures described in Article 6.4:1.0 to 6.4:1.6 above.

- 4.0 The first twenty-four months of a permanent 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, they will develop a work plan with objectives for the year. This plan will be agreed to by both the employee and the relevant 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

### **ARTICLE 6.5.1 CROSS APPOINTMENTS BETWEEN THE INSTITUTE AND ACADEMIC DEPARTMENTS**

#### **1.0 Definition of a Cross Appointment**

- 1.1 A cross appointment is one in which a Program Teaching Staff has:
- a) a primary appointment with the Institute; and,
  - b) a secondary appointment in an Academic Department and/or Interdisciplinary Programme.

#### **2.0 Procedures for Making a Cross Appointment**

- 2.1.1 A cross appointment shall be made only:
- a) if the Member has a PhD.;
  - b) with the consent of the Program Teaching Staff;
  - c) on the recommendation of the Chairs /Co-ordinator of the Department(s) and/or Interdisciplinary Programme involved; and,
  - d) With approval of the Executive Director and the Academic Vice President & Provost.
- 2.1.2 Such a recommendation of the Chair(s) /Co-ordinator shall be made only after consultation with the Faculty members of the relevant Department(s) and/or Interdisciplinary Programme.
- 2.2 A cross appointment shall be made by the Academic Vice-President & 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, responsibilities and pay between the Department and/or Interdisciplinary Programme and the Institute.
- 3.2** An individual holding a cross appointment has the following rights in the Academic Department or Interdisciplinary Programme in which they hold the secondary appointment.
- 3.2.1** Such rights include, but are not limited to, the right to:
- a) attend and participate fully in Department/IDP meetings;
  - b) vote in Department/IDP meetings; and,
  - c) be appointed or elected to Department/Program Committees except for Department/IDP Search Committees and Department/IDP Evaluation Committees.
- 3.3** The level of administrative and academic support available to the Program Teaching Staff by the Department and/or Interdisciplinary Programme shall be mutually agreed upon by the Chair(s) / Co-ordinator and the Program Teaching Staff Member.
- 3.4** The Program Teaching Staff Member is not eligible to be appointed as Chair/Coordinator.

### **4.0 Renewal or Alteration of a Cross Appointment**

- 4.1** A cross appointment may be renewed or altered with the consent of the Program Teaching Staff Member and on the recommendation of the Chair(s) / Co-ordinator after consultation with the Faculty members of their Department(s) or Interdisciplinary Programme, and consultation with the Executive Director. A renewal or alteration of a cross appointment shall be made by the Academic Vice President & Provost.

### **5.0 Termination of a Cross Appointment**

- 5.1** The termination or alteration of a cross appointment, except for cause, shall not in itself jeopardize the Program Teaching Staff's member's appointment in the Institute.
- 5.2** A cross appointment will normally terminate upon the termination of the appointment in the Institute.

### **ARTICLE 6.5.2 RELOCATION EXPENSES FOR NEW APPOINTEES**

- 1.0** When the Institute provides funds to assist newly appointed full-time Program Teaching Associates or Program Teaching Staff to relocate to Antigonish, it does so on the basis of reasonable cost associated with relocation. The University accepts as reasonable costs those items approved by Canada Revenue Agency as eligible moving expenses for

tax purposes.

- 2.0 Moving costs will be refunded against receipts, subject to the relevant maximum stated below [see 2.1, below].
- 2.1 The maximum support for relocation shall normally not exceed one-twelfth of the initial salary.
- 3.0 Program Teaching Associates and Program Teaching Staff resigning within twenty-four (24) months of beginning employment will reimburse the University for the relocation assistance received on a pro-rated basis.

### **ARTICLE 6.5.3 RANK STRUCTURE**

- 1.0 There shall be four Program Teaching ranks.
- 2.0 Program Teaching Associate**
- 2.1 This rank is normally an entry level rank.
- 2.2 A person appointed to this rank shall possess a relevant University degree normally at the Master's level, and less than five years of full-time experience as a professional community development practitioner.
- 3.0 Program Teaching Staff I**
- 3.1 A person appointed to this rank shall possess a relevant University degree normally at the Master's level, and normally have five years of full-time experience as a professional community development practitioner.
- 3.2 Appointment to the rank of Program Staff I will be granted only if a member has demonstrated good contributions in two (2) areas outlined in 6.3:3.0 and satisfactory contributions in the remaining two (2) areas, or in accordance with the responsibilities stipulated in the Member's contract and approved work plans.
- 4.0 Program Teaching Staff II**
- 4.1 This rank is normally a career rank. The rank requires demonstrated ability to perform at a high level in teaching.
- 4.2 A person appointed to this rank shall possess at least a Master's degree in a discipline relevant to the work of the Institute, and shall normally have a minimum of ten years of full-time experience in community development work or equivalent in Canada or globally, and shall normally have a minimum of five years of full-time experience at the Program Teaching Staff I level or equivalent.

4.3 Appointment to the rank of Program Staff II will be granted only if a member has demonstrated excellence in teaching [6.3:3.1], good contributions in at least two (2) of the other areas outlined in 6.3:3.0 and satisfactory in the remaining area.

### **5.0 Program Staff III**

5.1 This is the rank reserved for those who have made excellent contributions to the profession and/or academic community.

5.2 Normally a person appointed to this rank shall possess a Doctorate degree or a second Master's degree in an area relevant to the Institute, and have a minimum of eight years at the Program Teaching Staff II rank. Where a Member has had over twenty years of experience as a member of the Institute, their experience shall be considered equivalent to the required academic credentials.

5.3 Appointment to the rank of Program Staff III will be granted only if a member has demonstrated excellent contributions in teaching or community engagement and one of the other areas in 6.3:3.0 and has demonstrated good contributions in the remaining areas

6.0 A Program Teaching Staff member's service to their academic/professional community or exceptional service to their community will be considered, but not in place of any minimum requirement for appointment to a rank.

## **ARTICLE 6.6 PROMOTION**

1.0 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 after holding their position for the minimum number of years as indicated in 6.5.3 or in the case of Program Teaching Associates has achieved five years of service as a professional community development practitioner.

1.1 The application will consist of the following material, aligned with particular responsibilities of the Member's work plan, submitted by the applicant, where applicable:

- 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 Institute who will provide references concerning the applicant's contributions to the field of development practice and knowledge
- e) any other material the applicant deems relevant to their case.

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

- 1.3 The application shall be heard by a Promotion Committee which shall be composed of
- i. the Executive Director, who shall be the chair;
  - ii. two (2) Directors, one of whom will be the Director of Education Programs;
  - iii. Two (2) members of the Program Teaching Staff II or III who are not currently being considered for promotion; and
  - iv. an external reviewer, if deemed necessary by the Executive Director.

If Program Teaching Staff are not available to serve on the Committee, Faculty member(s), selected from a list of three names (with rationale up to 200 words) provided by the candidate, may be appointed by the Committee.

- 1.4 The Promotion Committee will assess the application and either recommend for or recommend against granting promotion based on the criteria in accordance with the rank structure [6.5.3]
- 1.5 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.
- 1.6 The Executive Director will forward the Promotion Committee's recommendation to the Academic Vice President & Provost. The Academic Vice President & Provost will either grant the application for promotion or deny it.
- 1.7 If the application for promotion is successful, the Employee will be placed on the salary grid for the Program Teaching Staff rank at the salary level one step above the salary level closest to but higher than their current salary level but in no event at a level with a salary less than that received at the current rank.
- 1.8 In the event that the application for promotion is unsuccessful the applicant may reapply in subsequent years without prejudice.

## **2.0 Early Promotion**

An employee with the rank of Program Teaching Staff I or II may elect to apply one year 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 their position for 5 uninterrupted years.[6.6:1.0]

## **ARTICLE 6.7 PERFORMANCE EVALUATION**

- 1.0
- a) Coady Program Teaching Associates and Program Teaching Staff will have an annual performance evaluation in accordance with the criteria and procedures established below.

- b) The performance review, along with the Employee's response will be submitted by the relevant Director to Human Resources by June 30 of each year.
  - c) At the beginning of each year each Employee will develop a work plan for the year with objectives.
  - d) The annual performance evaluation will be done by the Employee's relevant Director in consultation with the Executive Director. The employee will submit a written report on their activity for the year with reference to the work plan referred to in (c). The relevant Director will evaluate the Employee's performance over the year in light of the objectives established at the beginning of the year in the work plan. The relevant Director will prepare a written performance evaluation with a copy to the Employee. The relevant Director will have a meeting with the Employee to discuss the evaluation. The Employee has the right to formulate a written response to the evaluation and place it in their file. The relevant Director and Executive Director will provide final signoff.
  - e) The evaluation will be done with consideration of the resources made available to the member to successfully meet the objectives in their work plan.
- 1.1 The Employee's performance against the annual work plan is to be rated as:
- Excellent – Individual exceeds expectation in all assigned duties
  - Good – Individual meets the expectations in performance of assigned duties
  - Satisfactory – Individual meets many expectations yet needs improvement in assigned duties.
  - Fair – Individual's performance requires improvement in many assigned duties and requires more than normal supervision.
  - Unsatisfactory – Individual fails to perform many assigned duties.
- 1.2 A fair evaluation for a probationary Program Teaching Associate or Program Teaching Staff, shall result in an extension of the probationary period by one year. One "Unsatisfactory" or two "Fair" evaluations for a probationary or contract Program Teaching Associate or Program Teaching Staff shall be considered as grounds for dismissal for cause.

### **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 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 Executive Director.

- 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.
- 3.2 Program Teaching Staff are encouraged to apply for external fellowships/funding for their research leave. If such external fellowships/funding are awarded, a reduction in Institute 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. They 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) agree to return to the Institute to normal professional duties for at least two years 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 Institute. [see 5.3, below]
- 4.1 To be eligible cross appointed Program Teaching Staff members should satisfy the requirements of both the Institute 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 up to a full 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 continuous appointment. All Research Leave requests for less than a full year will be calculated on a prorated basis.
- 6.0 Procedure for the Application for and Granting of Research Leave
- 6.1 Program Teaching Staff who are eligible for Research Leave and are requesting a Research Leave shall make an application to the Chair of the Committee for Research Leave (see clause 9.0 of this article, below), with copies to their respective Director by

March 1 or September 1, of the year preceding when the leave is to be undertaken. Exceptional circumstances will be considered for research leaves requested less than one year, acknowledging that special circumstances may occur, such as a more imminent research leave opportunity. If this occurs, a request of no less than six months preceding the leave will be accepted. The application shall include the dates of the intended Research Leave, current Curriculum Vitae and a Research Leave project proposal which demonstrates to the satisfaction of the Director and the committee that the Leave will be of sufficient scholarly contribution to justify its being granted.

- 6.2.1 The Director shall forward their recommendation with respect to the application for Research Leave to the Chair of the Committee for Research Leave [see 9.0, below] no later than one month following proposed Research Leave application (April 1 or October 1).
- 6.2.2 If there is more than one application within the Institute, the Director, when forwarding the recommendations, shall rank order the applications with an explanation and justification for the rankings.
- 6.2.3 The Director's recommendation or ranking shall be based on their assessment of the academic merit of the applications and on the Institute's needs, in particular relating to staffing.
- 6.3 In the instance that the Director makes a negative recommendation, they shall specify in writing the primary reason for that negative recommendation.
- 6.4 The Committee for Research Leave [see 9.0, below] shall make recommendations on research leave applications to the Executive Director by May 1 or November 1, in alignment with the time frame the application was submitted – either Spring or Fall. If there is more than one application, the Committee shall rank order the proposals based on its assessment of the academic merit of the applications before forwarding recommendations to the Executive Director.
- 6.5 After consultation with Committee for Research Leave [see 9.0, below], the Executive Director shall give final approval of Research Leaves no later than two weeks following the recommendation of the Committee (May 15 or November 15).
- 6.6 In the event that an application for Research Leave is denied, the Executive 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 scholarly merit, or whether the Leave has been delayed on administrative grounds (e.g., for staffing or budgetary considerations).
- 6.7 In the event that an application for Research Leave is denied for administrative reasons (e.g., for staffing or budgetary considerations), the Member does not need to reapply the following year; however, they are required to send a letter to the Executive Director indicating revisions or updates to the Research Leave plan or withdrawal of the Research Leave plan by February 1 or August 1 respectively. The Executive Director

shall respond within one month. It is the member's obligation to initiate a new request for a Research Leave when the previous request has been refused on grounds other than administrative grounds.

- 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 Executive Director.
- 8.0 Within three months of return from Research Leave a Program Teaching Staff member is required to submit a Report to the Executive Director on the scholarly activities completed during the leave.
- 9.0 The Committee for Research Leave
- 9.1 The Committee for Research Leave will be formed with the following terms.
- a) Include five members of whom three are elected AUT members (the first three over staggered terms of one-year, two-years and three-years).
  - b) A call for nominations will go to AUT members within the Institute, and elections with voting eligibility restricted to AUT members.
  - c) The Executive Director will be the Chair and will appoint one other Director.
- 9.2 The Committee and its members shall:
- a) review and make recommendations on all applications for Research Leave based on the academic and scholarly information provided under Article 6.7.1.6
  - b) ensure all documents pertaining to research leave applications, decisions and reports are submitted to the Institute's Administrator responsible for maintaining such records;
  - c) not participate in the Committee's deliberations when they are in a potential conflict of interest.
- 9.3 Should an AUT representative on the Committee subsequently apply for a research leave, an alternate will be elected from the combined ranks of AUT members in these units to serve the duration of the incumbent's term.

## **ARTICLE 6.8 WORKPLANNING AND WORKLOAD**

- 1.0 The standard work week for salary and workload planning purposes is based on 37.5 hours.



- 2.0 Program Teaching Associates and Program Teaching Staff members shall develop work plans annually in accordance with the strategic priorities and operational commitments of the Institute and the duties outlined in this agreement and job description. These are to be approved by the relevant Director. The development and approval of teaching responsibilities will consider the following factors:
- the time required for (i) preparing and/or updating course material, (ii) recruiting and reviewing course participants, (iii) marking and (iv) follow-up and learner accompaniment and (v) course administration;
  - class enrollment;
  - Employee's role in the class;
  - Employee's area of expertise; and
  - timing between course assignments.

Staff members are responsible for managing their time outside of scheduled course times so as to meet their other professional obligations.

- 3.0 All adjustments to work plans, including hours worked, arising from new opportunities and institutional commitments will be planned jointly on an iterative basis with the Member and the relevant Director, with consultation from the Executive Director as required.

### **ARTICLE 6.9 MANAGEMENT APPOINTMENTS**

- 1.0 The Executive Director may from time to time appoint Program Teaching Staff to part-time or full-time management positions within the Institute. These appointments will be for a limited term of up to three years and they are renewable. Unless the appointment is to a 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 Executive 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 Institute shall additionally be paid a "management stipend" negotiated annually between the Executive Director and the appointee in consultation with the Director of Human Resources.
- 1.3 Time spent in an 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 Institute are contingent on the Institute’s ability to generate funding to cover the costs of its operations from a variety of sources..

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 Executive Director, upon consultation with the Academic Vice President & Provost, may adjust the institutes` salary costs by eliminating one or more positions held by Program Teaching Associates or 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**

<b>Clause</b>	<b>Article</b>
Sick Leave	Appendix I: 1.10
Emergency Family Days	Appendix I: 1.11
Vacations	Appendix I: 1.12
Leaves of Absence	Appendix I: 1.13
Professional Incentive	Appendix I: 1.14

**APPENDIX A: SALARY GRID FOR COADY PROGRAM TEACHING STAFF**

	<b>1.60%</b> <b>July 1, 2019 to</b> <b>30-Jun-20*</b>	<b>1.60%</b> <b>July 1, 2020 to</b> <b>30-Jun-21*</b>	<b>1.75%</b> <b>July 1, 2021 to</b> <b>30-Jun-22*</b>
<b>Program Teaching Associate</b>			
1	64,366	65,395	66,540
2	67,015	68,088	69,279
3	69,665	70,780	72,018
4	72,314	73,471	74,757
5	74,964	76,163	77,496
<b>Program Teaching Staff I</b>			
1	80,784	82,077	83,513
2	83,502	84,838	86,323
3	86,178	87,557	89,089
4	88,940	90,363	91,944
5	91,660	93,127	94,757
<b>Program Teaching Staff II</b>			
1	94,378	95,888	97,566
2	97,097	98,651	100,377
3	99,814	101,411	103,186
4	102,534	104,174	105,997
5	105,252	106,936	108,807
<b>Program Teaching Staff III</b>			
1	107,971	109,699	111,619
2	110,691	112,462	114,430
3	113,409	115,224	117,240
4	116,127	117,985	120,050
5	118,846	120,747	122,860

\* Cost of living Increases (indicated %) are effective July 1st. Step increases will occur on Sept. 1<sup>st</sup>.

## **SECTION 7**

### **LEARNING SKILLS INSTRUCTORS**

## **OVERVIEW**

This Section is intended to identify specific conditions of employment for Learning Skills Instructors.

### **ARTICLE 7.1 RESPONSIBILITIES OF LEARNING SKILLS INSTRUCTORS**

- 1.0 Learning Skills Instructors work both in the classroom and in one-to-one appointments within the core undergraduate programs and as time and resources permit with other StFX students seeking support.
- 2.0 It is the responsibility of the Learning Skills Coordinator, in consultation with the Learning Skills Instructor, and as resources permit, to assign duties to each Learning Skills Instructor to best meet student needs.
- 3.0 A Learning Skills Instructor responsibilities as assigned by the Learning Skills Coordinator, may include the following:
  - a) the design and delivery of group programs and workshops for a variety of audiences;
  - b) through workshops and individual drop in appointments support the academic success of students with respect to their critical thinking, composition and writing competencies, in addition to such learning skills as goal setting, task management, critical reading, note-taking, exam preparation and writing, documentation, oral presentations, analytical thinking, and reflective writing;
  - c) developmental and evaluative responsibilities and tasks as they pertain to the Learning Skills program curricula and resources.
  - d) Attend meetings as required
- 4.0 In addition to the above instructional and developmental responsibilities and tasks, the Learning Skills Coordinator in consultation with the Learning Skills Instructor and in consideration of the Learning Skills Instructors workload may assign other reasonable duties. Such duties may or may not become part of the regular duties of the Learning Skills Instructor.

### **ARTICLE 7.2 QUALIFICATIONS**

Learning Skills Instructors serve students across all disciplines; thus, it is desirable for the Learning Skills Instruction Program to hire instructors from a range of academic backgrounds. The preferred requirement for hiring is a Master's degree or equivalent in any discipline and 1 to 3 years relevant experience. The minimum requirement is an Honours Bachelor's degree, or Bachelor of Education degree.

## **ARTICLE 7.3 TERMS OF APPOINTMENT**

There shall be four types of appointments for Instructors:

- a) **Probationary Appointments**: Instructors shall receive probationary contracts for a total of two academic years before being considered for a continuing appointment. Individuals with probationary appointments shall be offered contracts of no less than 39 weeks.
- b) **Continuing Appointments**: A continuing appointment means permanency of employment subject to the terms of the Collective Agreement. Individuals with continuing appointments shall be offered contracts of no less than 39 weeks.
- c) **Contractually Limited-Term**: A Limited-Term appointment is one for a specified duration and carries no implication of renewal of appointment beyond the specified term. A contractually Limited-Term appointment may be made in order to replace employees on leave or for other special circumstances.
- d) **Part-time Appointments**: Instructor positions or parts of positions may be authorized by the Academic Vice-President & Provost and filled on a part-time basis. A part-time appointment means a Learning Skills Instructor appointed to a position whose normal number of hours of work per week are less than that of a full-time Learning Skills Instructor.

## **ARTICLE 7.4 RECRUITMENT AND APPOINTMENT PROCEDURE**

- 1.0 All position postings are subject to approval by the Academic Vice President & Provost upon recommendation of the Learning Skills Coordinator based on staffing requirements.
- 2.1 Vacancies shall be filled by open competition, by means of an advertisement on the University's Web site and in other media, for at least a 2 week period. A copy of the advertisement shall be forwarded to the Association.
- 2.2 Position Posting shall identify the date of the posting, the starting date and duration, the qualifications required and the application deadline.
- 3.0 Search Committee
- 3.1 A Search Committee shall be struck for Probationary Appointments consisting of the Learning Skills Coordinator, and two (2) Learning Skills Instructors elected by the Learning Skills Instructors. Contractually Limited and Part-time selection shall be the responsibility of the Learning Skills Coordinator and the Academic Vice President & Provost or designate.
- 3.2 The Search Committee shall follow the standard hiring policies and procedures of the University.

- 4.0 The Academic Vice President & Provost will issue a written offer . The written offer shall state explicitly:
- a) the type of appointment including its length
  - b) the start and end date of the appointment
  - c) the salary
  - d) applicable fringe benefits available
  - e) the location in the Collective Agreement where Learning Skills Instructors position duties are specified
  - f) and a reference to the website where the Collective Agreement and all subsequent letters of understanding are located.
- 4.1 A copy of the written offer shall be sent to the Learning Skills Coordinator.
- 4.2 If the Academic Vice-President & Provost does not follow the recommendation for hiring of the Selection Committee, the Coordinator will be informed, in writing, of the intended decision and the reasons for the decision.
- 5.0 The written offer and the written acceptance shall be in the possession of the proposed new Learning Skills Instructor and the University respectively before work commences. A copy of the written offer will be sent to the President of the Association once an acceptance has been received.
- 6.0 Short term Hires of less than 100 days required to fill short term or unexpected vacancies will not be subject to the above recruitment procedures. When hiring short-term hires of less than 100 days, the Learning Skills Coordinator shall first hire from the Roster as described below.
- 7.0 Part time appointments will follow the same criterion as established in 4.0 and 6.0 of this Article. A “Part-time Roster”, i.e., a list of Part-Time Learning Skills Instructors shall be established and maintained by order of seniority.
- a) Seniority will be granted when a member reaches 240 + hours of employment as a Part-Time Learning Skills Instructor. Seniority status will be used to determine which Part-Time Learning Skills Instructor is offered a contract.
  - b) Part-Time Learning Skills Instructors may remain on the Roster from year to year provided that they do not ask to be removed from the list, and that other provisions within this section for removal do not apply.
  - c) To remain on this roster, the Part-Time Learning Skills instructor must maintain a record of satisfactory performance as determined by Article 8.6
  - d) A Part-Time Learning Skills Instructor who has declined two consecutive contracts within six (6) months shall be removed from the Part-Time Roster.
  - e) A Part-Time Learning Skills Instructor who has not been employed at the University in this role for twelve (12) months in succession shall lose their seniority and be removed from the Part-Time Roster.
  - f) Vacant positions remaining after exhausting the Roster may be filled either from individuals who have previously been employed as a Part-Time Learning Instructor at the University or from new applicants.

## **ARTICLE 7.5 CONDITIONS OF EMPLOYMENT**

- 1.0 A Learning Skills Instructor on a probationary appointment shall be reviewed in accordance with Article 8.6. The review in the second year of service shall be for conversion from a probationary to a continuing appointment. Instructors who are on a pregnancy, adoptive, parental, paternity or sick leave for a period of at least 25 consecutive weeks may be granted a twelve month extension to their probationary period. The extension must be requested prior to April 1 of the year in which the review is to take place.
- 1.1 The Learning Skills Coordinator will notify the Academic Vice-President & Provost, in writing, of the recommendation of the Evaluation Committee (see article 8.6 Clause 3.0) with regard to the granting of a continuing appointment. After consultation with the Academic Vice-President & Provost, the Learning Skills Coordinator shall convey their decision to the Learning Skills Instructor in writing. The Academic Vice President & Provost and the Coordinator may agree to extend the probationary period by an additional year.
- 2.0 The standard work week for a Learning Skills Instructor shall be 37.5 hours.
- 2.1 Learning Skills Instructors on probationary and continuing appointments will complete these hours on a schedule to be determined by the Learning Skills Coordinator in consultation with the Learning Skills Instructor.

Scheduling of Learning Skills Instructors duties shall be made by the Learning Skills Coordinator in consultation with Learning Skills Instructor.

In the event that a Learning Skills Instructor on a probationary or continuing appointment is asked to work outside of regular business hours (e.g., evenings and/or weekends), the Learning Skills Instructor will receive in lieu time at a rate of one and ½ hours for every hour worked to compensate for the call back time.

- 2.1.1 In order to allow for preparation and administrative time between appointments, no Learning Skills Instructor shall be assigned more than seven (7) 45-minute long (or equivalent) individual or drop-in appointments per 7.5 hour day.
- 3.0 Vacation entitlement is to be taken during the term of the appointment. Vacation entitlement is as defined in Appendix I of this collective agreement.
- 4.0 Within 90 days of the signing of this agreement a Learning Skills Committee will be established. This Committee will consist of the Learning Skills Coordinator, who will be chairperson of this Committee; all Learning Skills Instructors, and two other Faculty. The Learning Skills Committee will meet at least three times per year to develop work plans for the upcoming academic terms that will guide the development, delivery and evaluation of the Learning Skills Instruction Program curricula and resources to ensure the program is meeting the needs of the Student Success Centre and the broader University Committee.



- 5.0 The Learning Skills Coordinator shall meet with all Learning Skills Instructors shortly after the start of their contract to explain and provide in writing each instructor's work assignments for their current contract. If these assignments must change during the course of the contract then the Learning Skills Coordinator will meet with the affected Learning Skills Instructor(s) to discuss the changes.

### **ARTICLE 7.6 PERFORMANCE EVALUATION**

- 1.0 The Learning Skills Coordinator shall meet with all new Learning Skills Instructors early in their first academic year, at which time the Learning Skills Coordinator will explain and provide in writing the University's expectations in the areas that will be used to evaluate applicants for the renewal of a term, probationary appointment, or grant of a continuing appointment.
- 2.0 A Learning Skills Instructor in a probationary appointment will have an annual performance evaluation. Learning Skills Instructors on continuing appointments will have performance evaluations every two years, unless their rating on their previous performance evaluation was "fair" or "unsatisfactory" in which case an evaluation will be completed in the subsequent year.
- 3.0 The performance evaluation for a member eligible for conversion from a probationary to continuing appointment will be carried out by an Evaluation Committee. The Evaluation Committee shall consist of the Learning Skills Coordinator, a Learning Skills Instructor elected by the Learning Skills Instructors, and a member of Faculty from the Learning Skills Committee
- 4.1 The performance evaluation for Learning Skills Instructors on continuing appointments or probationary appointments, except for the year in which conversion to continuing appointment is considered, will be conducted by the Learning Skills Coordinator.
- 4.2 The employee's performance against responsibilities described in Article 8.1 and are to be rated as:
- a) Excellent – Individual performs all tasks in an excellent 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.
- 4.3 The evaluation will be done with consideration of the resources made available to the member to successfully meet the assigned responsibilities.

- 5.0 Learning Skills Instructors will be given at least one week’s notice before their evaluation.
- 6.0 The Learning Skills Coordinator will prepare a written performance evaluation with justification for the assessed rating to be transmitted to the Academic Vice President & Provost with a copy of the letter to the Instructor. The Instructor will have the right to formulate a written response and place it in their file.
- 7.0 An evaluation for a probationary Learning Skills Instructor which is reported as “Fair” or “Unsatisfactory” shall extend the probationary period for one year. Two consecutive “Unsatisfactory” evaluations for a probationary or continuing Learning Skills Instructor shall be considered as grounds for dismissal.

**ARTICLE 7.7 COMPENSATION**

- 1.0 Learning Skills Instructor will move one step up the salary scale each University year until the top step is reached.
- 1.1 Members whose contracts are less than 37.5 hours per week will continue at the current hours unless agreed upon by both the University and the Instructor.
- 2.0 A point system will be used for placement on a Learning Skills Instructors Compensation Grid as described below. The point system is a cumulative system based on the level of education and experience for all employees.
- 2.1 Initial placement in the salary grid for incumbent Learning Skills instructors will be determined in accordance with the point system below. Hereafter, the point system will apply only at the time of appointment.

Education

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

Notes re Education Attainment:

- 1. MRP = minimum requirements for the position
- 2. Degrees above MRP must be deemed relevant to the current position.
- 3. A Bachelor of Education meets the MRP.

## Previous Professional 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

### Notes re Experience:

1. Previous Professional Experience may be linked to public, private, or post-secondary education; English as a Second Language, English Language Learning, or English for Academic Purposes instruction; technical or professional writing; or editing. This list shall not be considered fully inclusive or exclusive.

### Total Point Chart

Point Total	Placement on Grid
0-2	Step 1
3-4	Step 2
5-6	Step 3
7	Step 4

- 3.0 In the event of layoff, and in lieu of paid notice consistent with the Nova Scotia Labour Relations Standards code, the University will offer severance of not less than three weeks' pay per year of employment, to a maximum of one year's pay.

## **ARTICLE 7.8 APPLICABLE CLAUSES IN OTHER SECTIONS OF AGREEMENT**

Clause	Article
Sick Leave	Appendix I: 1.10
Emergency Family Days	Appendix I: 1.11
Vacation	Appendix I: 1.12
Leaves of Absence	Appendix I: 1.13
Professional Incentive	Appendix I: 1.14

**APPENDIX A: SALARY GRID FOR LEARNING SKILLS INSTRUCTORS**

Step	<u>1.60%</u>	<u>1.60%</u>	<u>1.75%</u>
	July 1, 2019 to 30-Jun-20*	July 1, 2020 to 30-Jun-21*	July 1, 2021 to 30-Jun-22*
1	45,502	46,230	47,039
2	46,947	47,698	48,533
3	48,391	49,165	50,026
4	49,836	50,633	51,519
5	51,280	52,100	53,012
6	52,725	53,569	54,506
7	54,168	55,035	55,998
8	55,613	56,503	57,491
9	57,058	57,970	58,985
10	58,502	59,438	60,479
11	59,945	60,904	61,970
12	61,390	62,372	63,464
13	62,834	63,839	64,956
14	64,278	65,307	66,450

\* Cost of living Increases (indicated %) are effective July 1st. Step increases will occur on Sept. 1.

**SECTION 8**

**DIETETIC EDUCATORS**

## **OVERVIEW**

The Dietetic Educator is responsible for both the coordination of the Integrated Dietetic Internship (IDI) and for classroom instruction. Recognition is given to balancing the teaching and coordination/intern support components of this position as necessary to the success of the Integrated Dietetic Internship, a program grounded in both experiential and academic learning.

### **ARTICLE 8.1 DESCRIPTION OF ROLE AND RESPONSIBILITIES**

1.0 The Dietetic Educator position is unique to the Department of Human Nutrition where a major emphasis is on preparing students for a career in dietetics as a Registered Dietitian in compliance with accreditation guidelines.

Dietetic Educators have the responsibility to deal fairly, professionally 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 uphold and to protect the principles of academic freedom, and to seek the highest possible standards of scholarship.

2.0 Key responsibilities of the Dietetic Educator include:

- a) primary responsibility for a minimum of 9 credits per calendar year of classroom instruction relevant to dietetic practice;
- b) planning, implementing and evaluating practical learning experiences for human nutrition students and dietetic interns in classroom, laboratory, community and other relevant settings;
- c) planning, implementing and evaluating dietetic practice experiences in various clinical, community, food service, not-for profit, government, private sector settings and other relevant settings;
- d) developing strategies to ensure the best possible use of practice experiences for dietetic interns in a wide variety of settings;
- e) consulting with students and preceptors face-to-face and remotely through regularly scheduled office hours to monitor progress and address learning needs;
- f) ensuring service and program support which comprises:
  - ongoing development of the Integrated Dietetic Internship Program;
  - exploring new opportunities for intern practice, collaborations with other health care providers/professionals and community organizations;
  - coordinating dietetic practice experiences;
  - developing and updating program manuals, policies and procedures;
  - ensuring completing and updating of documentation such as affiliation agreements and others as required; facilitating and coordinating the intern selection process;
  - communicating through various means information on the IDI to prospective and current students;
  - managing prior learning assessment relevant to dietetic education;
  - developing materials and implementing orientation workshops for all interns;
  - assessing intern progress throughout the internship;

- assessing preceptor needs and providing education and support, including coordinating regular professional development events.
- providing support for Cooperative Education including working with the manager in securing placements;
- advocating for equitable student access to the IDI and funding support for students;
- reviewing and suggesting revision of the IDI program on an on-going basis to the IDI Program Director to ensure program quality and professional standards are met.

### 3.0 Additional Responsibilities of the Dietetic Educator include

- a) involvement in Honours and Advanced Major students' projects;
- b) attendance at and active engagement in Department of Human Nutrition meetings;
- c) membership on Department of Human Nutrition committees as appropriate;
- d) membership on University committees, interagency committees and professional association committees as appropriate;
- e) oversight of documentation required for IDI accreditation

## **ARTICLE 8.2 QUALIFICATIONS AND PROFESSIONAL REQUIREMENTS**

1.0 Minimum academic preparation and qualifications include a post-graduate degree, registration with the Nova Scotia dietetic regulatory body, member of Dietitians of Canada and a minimum of three years of relevant work experience prior to appointment.

### 2.0 Professional Requirements

Individuals in this position will pursue programs of continuing education, participate in educational conferences and professional association activities, and update and maintain professional knowledge and skills related to their area of expertise. The Dietetic Educator will hold current registration with the Nova Scotia dietetic regulatory body.

## **ARTICLE 8.3 TERMS OF APPOINTMENT**

1.0 There shall be three types of appointments for Dietetic Educators:

- a) Probationary: Dietetic Educators shall receive probationary contracts for a total of four (4) academic years before being considered for a continuing appointment.
- b) Continuing: A continuing appointment (or permanent appointment) means permanency of employment subject to the terms of the Collective Agreement.
- c) 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 which are temporary in nature.

## **ARTICLE 8.4 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 Department of Human Nutrition, for at least a two (2) week period. The areas of search may be broadened at the discretion of the Dean.
- b) Posting shall identify the date of the posting, the academic term, 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) Search Committee
  - i. A Search Committee shall be struck consisting of the Chair of the Department of Human Nutrition, who will chair the committee, two members of the Faculty within the Department of Human Nutrition and the IDI Program Director. If the Department Chair and IDI Program Director positions are held by one person, the Search Committee shall only have three members.
  - ii. The Search Committee shall follow the standard hiring policies and procedures of the University and the Department of Human Nutrition.
  - iii. The Chair of the Search Committee shall recommend in writing the preferred candidate(s) to the Dean of Science for approval and appointment.

### **2.0 Limited Term Appointment:**

- a) Limited Term vacancies shall be filled by open competition, by means of an advertisement on the University's Web site and in the Department of Human Nutrition, for at least a two (2) week period. The areas of search may be broadened at the discretion of the Dean.
- b) Posting shall identify the date of the posting, the academic term, 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) Search Committee
  - i. A Search Committee shall be struck consisting of the Chair of the Department of Human Nutrition, who will chair the committee, two members of the Faculty within the Department of Human Nutrition and the IDI Program Director. If the Department Chair and IDI Program Director positions are held by one person, the Selection Committee shall only have three members.
  - ii. The Search Committee shall follow the standard hiring policies and procedures of the University and the Department of Human Nutrition.
  - iii. The Chair of the Search Committee shall recommend, in writing, 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 & Provost. The written offer 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 salary;
  - d) relocation expenses;
  - e) applicable fringe benefits available to the appointee;
  - f) the location in the Collective Agreement where the Dietetic Educator's duties, rights, and privileges are specified;
  - g) and a reference to the website where the Collective Agreement and all subsequent letters of understanding are located.
- 4.0 The written offer of appointment and the written acceptance shall be in the possession of the proposed new Dietetic Educator and the University respectively before an appointment can take effect. A copy of the written offer of appointment will be sent to the President of the Association and the Chair of the Department of Human Nutrition once an acceptance has been received.
- 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 8.5 PROBATIONARY APPOINTMENTS**

- 1.0 The initial contract for a probationary appointment as a Dietetic Educator will normally be for two years.
- 2.0 The Performance Evaluation Committee (Section F, Clause 3.0 below) of the Department of Human Nutrition shall conduct a performance evaluation of each Dietetic Educator holding a probationary appointment by December 15 in each year except the initial and final year of a probationary appointment.
- 3.0 An evaluation by the Performance Evaluation Committee for a Dietetic Educator with a Probationary Appointment which is reported as "Fair" or "Unsatisfactory" shall extend the probationary period by one year. Two "Unsatisfactory" evaluations for a Dietetic Educator with a Probationary Appointment shall be considered as sufficient grounds for non-renewal of appointment.
- 4.0 Upon successful evaluation, the Dean has the option to renew the Probationary Appointment for one or two years.
- 5.0 The total length of the probationary period shall be four years.
- 6.0 Time spent on Leave of Absence, Sick, Political and Study Leaves, shall not count toward the probationary period.
- 7.0 Time worked in Limited Term Appointments may be included in the probationary period at the specific request of the Dietetic Educator.

- 8.0 Any Dietetic Educator wishing to count years on Limited Term Appointments towards permanency must have been evaluated in each of such years. In addition, a minimum of one full year in a probationary appointment must be completed prior to the request to count the Limited Term appointment years and subsequent application for a Continuing Appointment.
- 9.0 To be eligible to obtain a Continuing Appointment, the Dietetic Educator must have completed four years in a Probationary Appointment.
- 10.0 To obtain a Continuing Appointment, the Dietetic Educator shall submit to the Probationary Review Committee a file containing a current curriculum vitae, teaching surveys, and any other material that the Dietetic Educator deems is relevant, by November 21 in the final year of the probationary period. This file must show evidence of current registration with the Nova Scotia dietetic regulatory body. It is the responsibility of the Dietetic Educator being evaluated to provide the Probationary Review Committee and the Dean with the evidence to make an informed decision.
- 11.0 The Probationary Review Committee shall be chaired by the Chair of the Department of Human Nutrition and shall include two Faculty members within the Department of Human Nutrition, a Dietetic Educator or, if unavailable, a Nurse Educator as selected by the Chair and the IDI Program Director. If the Department Chair and IDI Program Director positions are held by one person, the Probationary Review Committee shall only have four members.
- 12.0 The Probationary Review Committee shall use the evaluative criteria as per Section G below.
- 13.0 The Probationary Review Committee shall make recommendation on the matter of permanency by simple majority vote and shall communicate its recommendation, with concise reasons based on evidence, in writing to the Dean and the candidate by December 15.
- 14.0 The Chair of the Probationary Review Committee will ensure the candidate's file is delivered to the Dean's office by December 15.
- 15.0 The Dean shall communicate the Dean's decision in writing to the candidate by January 30 with reasons for the decision.
- 16.0 In the event of a negative recommendation for permanence 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 Probationary Review Committee with a representative of the Association, to present their 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 their decision on the granting of a continuing appointment.

### **ARTICLE 8.6 PERFORMANCE EVALUATION**

- 1.0 Performance Evaluations for the Dietetic Educator with a full or part-time contractually Limited Term Appointment shall commence in their second year by December 15, and will continue every December 15 each year thereafter as long as they continue to hold a Limited Term Appointment.
- 2.0 Performance Evaluations will be completed every second year by December 15 for the Dietetic Educator with a Continuing Appointment unless the rating on the previous performance evaluation was “Fair” or “Unsatisfactory”. Individuals who are due for an evaluation will be contacted by the Dean’s office by October 1 each year.
- 3.0 The annual performance evaluation shall be done by the Performance Evaluation Committee consisting of the Chair of the Department of Human Nutrition who shall chair the committee, one Human Nutrition Faculty member, one permanent Dietetic Educator or, if unavailable, a Nurse Educator as selected by the Chair and the IDI Program Director. If the Department Chair and IDI Program Director positions are held by one person, the Performance Evaluation Committee shall only have three members.
- 4.0 The Dietetic Educator shall submit to the Performance Evaluation Committee a file containing current curriculum vitae, teaching surveys, and any other material that the Dietetic Educator deems is relevant, by November 21 of the year in which they are evaluated. This file must show evidence of current registration with the Nova Scotia dietetic regulatory body. It is the responsibility of the Dietetic Educator being evaluated to provide the Performance Evaluation Committee and the Dean when necessary with the evidence to make an informed evaluation, recommendation and decision when appropriate. The Performance Evaluation Committee shall communicate its evaluation and recommendation for renewal if appropriate, with clear and concise reasons based on evidence, in writing to the Dean and the candidate by December 15.
- 5.0 Two evaluations with ratings of “Unsatisfactory” for a Dietetic Educator with a continuing appointment shall be considered as sufficient grounds for dismissal for cause.

### **ARTICLE 8.7 CRITERIA FOR EVALUATION**

- 1.0 The Performance Evaluation Committee and the Probationary Review Committee for the Dietetic Educator must consider and evaluate the following areas:
  - a) teaching and dietetic intern supervision and instruction;
  - b) scholarly or professional development and activities that support continued competence in an area of practice and;
  - c) service to the Department of Human Nutrition and to the University, and to the Dietetic Educator’s professional community.

- 2.0 In order to inform the evaluation and recommendation, the performance evaluation will also take into consideration the following as appropriate:
- a) certification that is job-related;
  - b) student and intern evaluations;
  - c) preceptor evaluations;
  - d) contributions to course content and delivery (e.g., creation of content such as exercises, manuals, simulations, web-based content, etc.) ;
  - e) scholarly activity that is job-related such as publications, conference presentations, abstracts and poster presentations;
  - f) service to the department's outreach and community activities;
  - g) exceptional service to the wider community that is relevant to the discipline.
- 3.0 The assessment of teaching and dietetic intern supervision should also consider the particular topic taught by the Dietetic Educator. Some courses may offer less or more opportunities for the Dietetic Educator to contribute due to factors such as level of difficulty of content, requirements for course development and updating, level of autonomy granted by faculty, number of students, amount of marking required, and specific requests by faculty, for example.
- 4.0 As part of the Performance Evaluation or Probationary Review, the Dietetic Educator shall receive an evaluation on each of the three broad categories (Section G, Clause 1.0) and an overall evaluation as one of the following
- a) Excellent – Individual performs all roles and responsibilities in an excellent manner.
  - b) Very Good- Individual performs many roles and responsibilities very well and all other responsibilities well.
  - c) Good – Individual performs many roles and responsibilities well, and all other responsibilities adequately.
  - d) Satisfactory – Individual performs all roles and responsibilities satisfactorily.
  - e) Fair – Individual performs most roles and responsibilities satisfactorily, but not all.
  - f) Unsatisfactory – Individual fails to perform many roles and responsibilities.

### **ARTICLE 8.8 WORKLOAD**

- 1.0 The Dietetic Educator role is a full time position (12 months) which includes both an internship coordinator role and teaching in courses relevant to dietetic practice in both the fall and winter and potentially summer academic terms for a total of 9 credit hours in a calendar year, excluding practicum coordination.
- 2.0 The Chair of the Department of Human Nutrition may also assign, from time to time, other reasonable duties, in consultation with the Dietetic Educator as per Section A above.

## ARTICLE 8.9 SALARY AND BENEFITS

1.0 The salary grid for the Dietetic Educator is in the attached Appendix A.

2.0 New Hires

A point system will be used for the initial placement on the Dietetic Educators Compensation Grid. The point system is a cumulative system based on the level of education and experience and is described below:

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

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

Experience (Total of Academic and Professional)

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

Total Point Chart

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

3.0 If a new Dietetic Educator is hired without a Master's degree and subsequently acquires one while employed at StFX, the Dietetic Educator will move to the next step on the grid in addition to the annual increment.

- 4.0 On September 1 of each year, the Dietetic Educator will advance one step of the scale until the top step is reached.

**ARTICLE 8.10 SEVERANCE PAY**

- 1.0 In the event that position reduction(s) are required, and in lieu of paid notice consistent with the Nova Scotia Labour Standards Code, the University will either offer severance of not less than three weeks' pay per year of employment, to a maximum of one years' pay, or an alternate position with the University.

**ARTICLE 8.11 APPLICABLE CLAUSES IN OTHER SECTIONS OF AGREEMENT**

<b>Clause</b>	<b>Article</b>
Sick Leave	Appendix I: 1.10
Emergency Family Days	Appendix I: 1.11
Vacation	Appendix I: 1.12
Leaves of Absence	Appendix I: 1.13
Professional Incentive	Appendix I: 1.14

**APPENDIX A: SALARY GRID FOR DIETETIC EDUCATOR**

	<u>1.60%</u> July 1, 2019 to 30-Jun-20*	<u>1.60%</u> July 1, 2020 to 30-Jun-21*	<u>1.75%</u> July 1, 2021 to 30-Jun-22*
Step			
1	76,388	77,610	78,968
2	78,067	79,316	80,705
3	79,746	81,022	82,440
4	81,424	82,727	84,175
5	83,104	84,433	85,911
6	84,782	86,139	87,646
7	86,462	87,845	89,382
8	88,140	89,550	91,117
9	89,818	91,256	92,853
10	91,498	92,962	94,589

**APPENDIX I: BENEFITS FOR NURSE EDUCATORS,  
LAB INSTRUCTORS,  
COADY INSTITUTE PROGRAM STAFF,  
LEARNING SKILLS INSTRUCTORS AND  
DIETETIC EDUCATORS**

**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) 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. Medical documentation may also be required to facilitate a return to work. The University will be reasonable in its requests for such documentation and will respect the member's right to privacy. The University will ensure that strict protocols are in place to restrict access to and to maintain the confidentiality of such information.
- c) With the exception of holidays a deduction shall be made from accumulated sick leave of all normal working days absent for sick leave.
- d) Regular Part-Time staff members will be eligible for the above entitlements based on a pro rata basis.

**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**

Vacation entitlement in a given year is calculated based on completed employment as of June 30<sup>th</sup> of the current year's employment. For the purposes of vacation entitlement, years of service is defined as the number of academic years in which a member has completed employment. For partial years of service, entitlement is pro-rated based on number of months worked and is calculated as follows:

(# of months worked) X entitlement rate.



Entitlement rate for Nurse Educators, Lab Instructors, Coady and Extension Program Associates/Staff and Learning Skills Instructors 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 ¼) 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 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 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 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. When developing work plans and assigning workloads, supervisors will make every reasonable effort to ensure that Members can take entitled vacation time within the duration of their contract period. Nurse Educators with 12 month contracts hired prior to the implementation of this Agreement that have less than 3 years of service will be entitled to one month's annual vacation.

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 Leaves of Absence**

Members are advised to determine the implications of a Leave of Absence on their benefits, in particular, the effect on long term disability. Members should discuss these matters with Human Resources if they are unsure of the impact.

**1.14 Leaves of Absence without Salary**

Non-paid leaves of absence may be granted upon approval of the appropriate Dean and in the case of Coady and Extension Program Staff the appropriate Director, in consultation with Human Resources, for a period of up to one year. No loss of seniority shall be incurred if this is relevant to the Member's position. At the University's discretion, the position may or may not be temporarily filled while the Member is on leave.

**1.15 Leave of Absence with a Salary Deferral Option**

The University intends to maintain a Salary Deferral Plan indefinitely, but retains the right to amend or discontinue the Plan in whole or in part, at any time. However, no amendment to the Plan initiated by the University shall operate to reduce the benefits accruing to Participants who are enrolled in the Plan at the time of amendment. Leaves of absence with a salary deferral option may be granted upon approval for a period of up to one year. No loss of seniority shall be incurred if this is relevant to the Member's position. At the University's discretion, the position may or may not be temporarily filled while the Member is on leave. Members are advised to consult with Human Resources to obtain the details of the plan.

A Participant shall assume the responsibility of making themselves aware of the implications of the Plan related to its effect on pension provisions, employment insurance, income tax, long term disability, life insurance and other benefit programs.

**1.16 Professional Incentive**

1.0 Members who attain higher degrees or other professional accreditation relevant to their current position are entitled to a one-time additional step increase, in addition to their annual step increase. Members are encouraged to consult with the relevant administrative person to ensure that their proposed program of study is eligible. If administrators deem the proposed program of study to be ineligible, they will provide a detailed reason(s) for why the proposed program is not relevant to the member's current position and provide examples of several alternate programs of study that would be eligible.

## **SECTION 9**

### **MEMORANDUMS OF UNDERSTANDING**

## MEMORANDUM OF UNDERSTANDING #1

Between St. Francis Xavier University (hereafter referred to as the University)

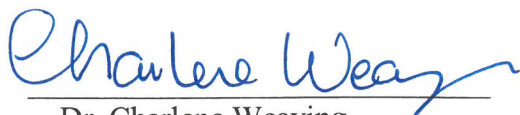
And

St. Francis Xavier Association of University Teachers (hereafter referred to as the StFXAUT)

### **Student Course Evaluation Questionnaires**

1. The Parties agree that the evaluation of courses and teaching by means of student responses to questionnaires is an important source of information regarding student opinions and degree of satisfaction, and regarding a Faculty Member's preparation for class and effectiveness in conveying the subject matter.
2. The Parties agree that the provisions of this Collective Agreement will be applied in a manner that complies with the recommendations approved at Senate.
3. Evaluations of a Member's performance of Academic Responsibilities in the area of Teaching shall take into account the possibility that student evaluations of a Member may be biased as relates to, but not limited to, age, race, ethnicity, gender identity, religion and sexuality of the Faculty Member. Evaluations undertaken for the purpose of Promotion or Promotion and Tenure shall include consideration of a Member's submission in the Promotion and Tenure File that speaks to effectiveness in Teaching beyond student responses to questionnaires and/or factors that may bias such student responses.
4. The survey tool provided to students for the purpose of gathering their opinions of a Member's teaching and the course shall contain instructions to the students as follows: a) that responses to the survey should be fair and constructive; and, b) that written comments on the instructor or the course that are personal and of a vexatious or harassing nature are inappropriate.
5. The University and the StFXAUT shall jointly request that Senate undertake a thorough review of the form and content of Student Course Evaluation Questionnaires, (SCEQ) and analysis of the validity of this tool as a measure of effective teaching.

Signed at Antigonish, Nova Scotia this 2 day of December, 2019.



Dr. Charlene Weaving  
For the StFX AUT



Mr. Andrew Beckett  
For the University

## MEMORANDUM 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)

### **Scheduling**


For the life of this Agreement, the current process for determining the course of instruction to be offered and the timeblocks in which the courses will be offered will be followed unless mutually agreed otherwise.

- The Parties commit to a process for identifying and addressing scheduling issues. These issues could include:
  - Conflicts experienced by students in scheduling of core course requirements
  - Balanced scheduling of courses across all timeblocks and time bands
  - Efficient classroom utilization
  - Efficiency in timetable development
  - Equitable access to time bands across all academic departments and programs
  
- In recognition of potential concerns that have been raised with the impact of a proposed move to a centralized timetabling process these steps will be followed:
  - A Timetable Committee, tasked with identifying the options that are available to address possible scheduling issues, will be formed. The Timetable Committee will be comprised of:
    - Three (3) Members (current or former Chairs/Coordinators) appointed by the StFXAUT,
    - Three (3) members appointed by the StFX Administration (at least one of whom shall be a Dean).
    - A student appointed by the Student Union will serve as a non-voting member.
    - Other individuals (non-voting) can be invited to provide information at the Committee's request.
  - The Committee shall be chaired by a Dean (one of the Administration's appointees) who shall be a voting member of the Committee.
  - The 2019-20 timetable will be reproduced using the electronic scheduling for review by the Timetable Committee.
  - For the 2020-21 and 2021-22 Academic Years the electronic scheduling process will be run in parallel with the current manual process. This does not preclude the Timetable Committee from exploring other scheduling processes. The timetables for each year will be reviewed and evaluated by the Timetable Committee.

Following the completion of the 2021-22 timetabling process, the Timetable Committee will provide its recommendations to both the StFXAUT and the University Administration.

Signed at Antigonish, Nova Scotia this 2 day of December, 2019.

  
\_\_\_\_\_  
Dr. Charlene Weaving  
For the StFX AUT

  
\_\_\_\_\_  
Mr. Andrew Beckett  
For the University

**MEMORANDUM OF UNDERSTANDING #3**

Between St. Francis Xavier University (hereafter referred to as the University)

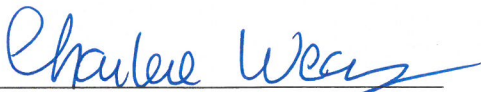
And

St. Francis Xavier Association of University Teachers (hereafter referred to as the StFXAUT)

**Gender Pay Equity**

1. The parties agree to undertake a joint review of faculty salaries. The aim of this review is to identify anomalies, if any, based on gender where there is a statistically significant difference between the pay of Faculty Members.
2. To that end, the Parties agree to create and maintain a joint Pay Equity Committee composed of three (3) persons appointed by the University and three (3) persons appointed by the StFXAUT. The Human Resources Director shall chair the Committee and be responsible for preparing and distributing the agenda for meetings.
3. For the purposes of this agreement, the word “pay” refers to grid step and market supplement only.
4. In the event that anomalies are discovered, Joint Pay Equity Committee will make recommendations to the Academic Vice President & Provost concerning both their correction, and provisions to prevent future anomalies.
5. The Joint Committee will establish terms of reference for the review and identify the most qualified individual or group to undertake an audit.
6. The cost of the audit shall be shared equally between the University and the StFXAUT.
7. No Member’s salary or benefits shall be reduced as a result of the pay equity audit.

Signed at Antigonish, Nova Scotia this 2 day of December, 2019.



Dr. Charlene Weaving  
For the StFX AUT



Mr. Andrew Beckett  
For the University



**MEMORANDUM OF UNDERSTANDING #4**

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)

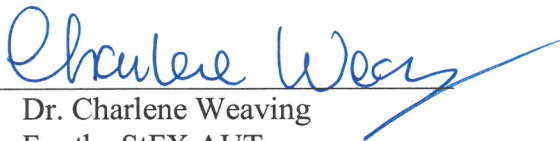
**School of Nursing, Associate Director**

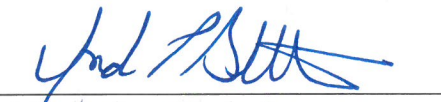
**Article 2.0.2: 3.0**

The Parties agree that additional consultation is required to determine the process for selecting the Associate Director as well as determining the adequate stipends for the Director and Associate Director of School of Nursing (SON) as per *Articles 2.6.3: 3.1, 3.2 and 3.3*.

A joint committee consisting of three (3) StFX Administrators and three (3) StFX AUT members will be formed. The committee will recommend the process to be followed for the selection of the Associate Director and the stipends for the Director and Associate Director of the SON by December 1, 2019.

Signed at Antigonish, Nova Scotia this 2 day of December 2019.

  
Dr. Charlene Weaving  
For the StFX AUT

  
Mr. Andrew Beckett  
For the University



**LETTER OF UNDERSTANDING #1**

Between St. Francis Xavier University (hereafter referred to as the University)

And

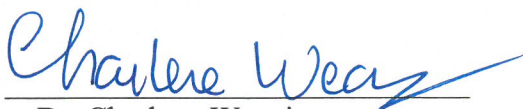
St. Francis Xavier Association of University Teachers (hereafter referred to as the StFXAUT)

**Human Kinetics Instructors Teaching Skills Courses**

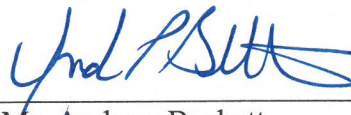
In light of the recent review and proposed restructuring of the Human Kinetics program, the University and the STFXAUT agree to the following:

1. For lab instructors teaching in the Human Kinetics program, Instructors involved with laboratory instruction shall have a maximum teaching expectation of 18 contact hours per week (6 three hour lab periods or equivalent). Instructors solely involved with HK skills instruction shall have a maximum teaching expectation of 12 contact hours per week (four three hour skills periods or equivalent). Instructors may be assigned a combination of lab and skill instruction up to a maximum of 18 contact hours per Section 4.0.2.0(a) of the Collective Agreement.
2. Performance evaluations for skills courses will be conducted in accordance with Section 4.6 of the Collective Agreement.
3. For Lab Instructors and Senior Lab Instructors in the Human Kinetics department, their teaching assignment referenced in Section 4.4.8.1 of the Collective Agreement shall include an appropriate mix of labs and skills courses.
4. For the purposes of Section 2.10.11.2 of the Collective Agreement, a part-time instructor of a 12-week skills course shall receive a supplement equivalent to 75% of the stipend for a 3-credit course. Part-time instructors of a 12 week (one-term) skills course shall not have their annual pay reduced if there has been no change in their effective workload. Part-Time instructors on the Part-Time Roster shall be 'red-circled' at the 2017-18 pay level if their pay for a 12 week skills course exceeds 75% of the stipend for a 3 credit course inclusive of the long-term service increment.

Signed at Antigonish, Nova Scotia this 2 day of December 2019.



Dr. Charlene Weaving  
For the StFX AUT



Mr. Andrew Beckett  
For the University

**LETTER OF UNDERSTANDING #2**

Between St. Francis Xavier University (hereafter referred to as the University)

And

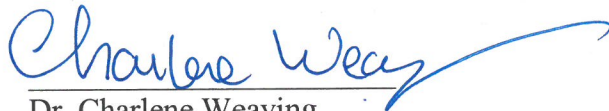
St. Francis Xavier Association of University Teachers (hereafter referred to as the StFXAUT)

**Article 2.02: 2.2 g)**

Both Parties agree that Chairs and Coordinators from each Faculty and the Director SON will work with their respective Deans to create one syllabus template which shows how each course fulfils the minimum academic regulations as described in the Academic Calendar for each faculty (or mutatis mutandis as per disciplinary specializations) that will be adopted for August 2020 as per the above Article.

Chairs of Departments, Coordinators of Interdisciplinary Programs and the Director of SON will review all course syllabi for adherence to academic regulations and departmental norms prior to the start of classes each term.

Signed at Antigonish, Nova Scotia this 2 day of December, 2019



Dr. Charlene Weaving  
For the StFXAUT



Mr. Andrew Beckett  
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)

#### ARTICLE 2.1.9 TEACHING ASSIGNMENT

##### **1.0 Standard Teaching Assignment**

##### **Change to teaching assignment for Faculty members in a Tenure Track appointment**

Faculty members who commenced their appointment as of July 1 2019 are eligible for a three (3) credit course reduction for 2019-2020 (which will be banked to the next academic year), and three (3) credits for 2020-2021.

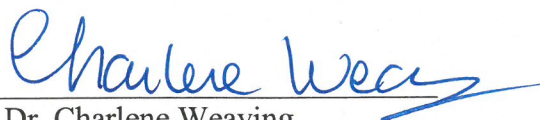
As of January 1<sup>st</sup> 2020, the Faculty member must notify their Chair and the Dean to indicate if they plan to take six (6) credits course release during the 2020-2021 academic year, or move their two three-credit course releases to the 2020-2021 and 2021-2022 academic years.

Moving forward for Tenure Track appointments commencing July 1 2020, and subsequent years, as per Article 2.1.9: 1.0, the standard teaching assignment will be twelve (12) credits for each of the first two years of the appointment.

Faculty members in a Research Chair position (teaching 7.5 credits) are not eligible for the course reduction described in this Letter of Understanding.

The course relief shall not be taken as a stipend and overload.

Signed at Antigonish, Nova Scotia this 2 day of December 2019.



Dr. Charlene Weaving  
For the StFX AUT



Mr. Andrew Beckett  
For the University



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

On behalf of St. Francis Xavier University  
Association of University Teachers

A blue ink signature of Dr. Kevin B. Wamsley, written in a cursive style, positioned above a horizontal line.

Dr. Kevin B. Wamsley  
President & Vice Chancellor

A blue ink signature of Dr. Mary Oxaer, written in a cursive style, positioned above a horizontal line.

Dr. Mary Oxaer  
President

A blue ink signature of Mr. Andrew P. Beckett, written in a cursive style, positioned above a horizontal line.

Mr. Andrew P. Beckett  
Chief Negotiator

A blue ink signature of Dr. Charlene Weaving, written in a cursive style, positioned above a horizontal line.

Dr. Charlene Weaving  
Chief Negotiator

Signed at Antigonish, Nova Scotia this 2 day of December, 2019.